

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

Regular Meeting--Board of Trustees
August 16, 2011

AGENDA

I. CALL TO ORDER - FLAG SALUTE Mr. Netchert

II. ROLL CALL AND RECOGNITION OF VISITORS

Trustees:

Joseph Cundari, Trustee Emeritus
Karen A. Fahrenholz
James Fife
Glen Gabert - President
Roberta Kenny
Joanne Kosakowski
Bakari Gerard Lee, Secretary/Treasurer
Aja Moore, Student Alumni Representative, ex-officio
William J. Netchert, Chair
Adrienne Sires, Vice Chair
Katia Stack
Alfred Zampella

III. COMMENTS FROM THE PUBLIC Mr. Netchert

IV. CLOSED SESSION (The Board of Trustees will determine whether there is a need to go into closed session at the beginning of the meeting and, if there is such a determination, an announcement will be made as to where the session will be placed on the agenda.)

V. AWARDS, RECOGNITIONS AND SPECIAL REPORTS

VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS Dr. Gabert

1. Minutes of Previous Meetings
2. Gifts, Grants, and Contracts

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

VIII. PERSONNEL RECOMMENDATIONS Dr. Gabert

IX. ACADEMIC AND STUDENTS AFFAIRS Dr. Gabert

X. NEW BUSINESS Mr. Netchert

XI. ADJOURNMENT Mr. Netchert

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
August 16, 2011**

CALL TO ORDER

I. FLAG SALUTE

II. ROLL CALL AND RECOGNITION OF VISITORS

Trustees:

Joseph Cundari, Trustee Emeritus, ex-officio	<u>ABSENT</u>
Karen A. Fahrenholz	<u>PRESENT</u>
James Fife	<u>PRESENT</u>
Glen Gabert - President, ex officio	<u>PRESENT</u>
Roberta Kenny	<u>ABSENT</u>
Joanne Kosakowski	<u>PRESENT</u>
Bakari Lee	<u>PRESENT</u>
Aja Moore, Alumni Representative, ex-officio	<u>ABSENT</u>
William J. Netchert	<u>PRESENT</u>
Adrienne Sires, Vice Chair	<u>PRESENT</u>
Katia Stack	<u>PRESENT</u>
Alfred Zampella	<u>PRESENT</u>

This meeting is called in conformance with the "Open Public Meetings Act." A notice of the meeting of the Board of Trustees was transmitted to all Board members, advertised in The Jersey Journal, The Star Ledger, filed with each Office of the Hudson County Municipal Clerks, and posted on the Public Bulletin Boards of the Hudson County Community College at 25 Journal Square, 70 Sip Avenue, Jersey City, New Jersey and at the North Hudson Center, West New York, New Jersey stating the date, time and place of said meeting.

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
August 16, 2011**

III. COMMENTS FROM THE PUBLIC

Cathie Seidman, Assistant Professor of Criminal Justice spoke about 1) Union Negotiations - paying into health care benefits; and 2) 2013 Academic Calendar – change in Spring Break loss of holiday.

Dr. Lloyd Kahn, Professor of Life Science and President of the Professional Association (faculty) said his main concern was to negotiate a viable contract.

Sean Dias, Esq. noted that issues pertaining to negotiations should not be brought before the Board.

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
August 16, 2011**

IV. CLOSED SESSION

NONE

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
August 16, 2011**

V. AWARDS, RECOGNITIONS AND SPECIAL REPORTS

Dr. Gabert reported on the following:

The North Hudson Center facility in West New York has shut down. And the North Hudson Higher Education Center in Union City is open and registration has begun.

North Hudson Education Center Grand Opening, September 28th

College In-Service - August 18th and Convocation – August 19th

There will be approximately 600 faculty this fall.

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
August 16, 2011**

VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS

1. MINUTES OF PREVIOUS MEETINGS

The Minutes of the Regular Meeting of June 14, 2011 are herewith officially submitted to the Board Trustees for approval. (Attachment A)

Recommendation:

It is the recommendation of the President that the Board of Trustees accept the Minutes of the Regular Meeting of June 14, 2011.

2. GIFTS, GRANTS, AND CONTRACTS REPORT - None

RESOLUTION: Now, therefore, be it resolved that the Board of Trustees accept Item VI. Regular Monthly Reports and Recommendations #1 and #2.

INTRODUCED BY: Katia Stack

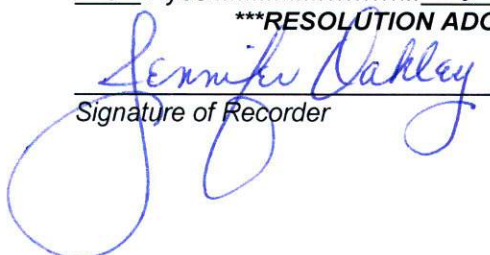
SECONDED BY: Adrienne Sire

DATE: August 16, 2011

Fahrenheit, Karen	<u>AYE</u>
Fife, James	<u>AYE</u>
Kenny, Roberta	<u>ABSENT</u>
Kosakowski, Joanne	<u>AYE</u>
Lee, Bakari	<u>AYE</u>
Sires, Adrienne	<u>AYE</u>
Stack, Katia	<u>AYE</u>
Zampella, Alfred	<u>AYE</u>
Netchert, William, Chair	<u>AYE</u>

8 Ayes..... 0 Nay

*****RESOLUTION ADOPTED****

 Jennifer Oakley 8-16-2011
Signature of Recorder Date

**ATTACHMENT A
ITEM VI**

**HUDSON COUNTY COMMUNITY COLLEGE
Board of Trustees Meeting
Mary T. Norton Room
Jersey City, NJ**

**REGULAR MEETING --- BOARD OF TRUSTEES
June 14, 2011**

MINUTES

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

II. ROLL CALL AND RECOGNITION OF VISITORS

PRESENT: Karen Fahrenholz, James Fife, Glen Gabert, (ex officio), Roberta Kenny, Bakari Lee, Aja Moore, (ex officio) Student Alumni Representative, William Netchert, Adrienne Sires, Katia Stack and Alfred Zampella.

ABSENT: Joseph Cundari, Trustee Emeritus, (ex officio), and Joanne Kosakowski,
Counsel to the Board: Sheri Siegelbaum, Esq. for Scarinci & Hollenbeck

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

HCCC staff and visitors present were: Pam Bandyopadhyay, Jennifer Christopher, Michael Ferlise, Eric Friedman, Lloyd Kahn, Chanida Katkanant, Ryan Martin, Frank Mercado, Randi Miller, Ismael Randazzo, Qamar Raza, Christine Salzman, Catherine Sirangelo, John Sommer, Nelson Vieira, Corey Vigdor, Chris Wahl, and Vincent Zicoello.

III. COMMENTS FROM THE PUBLIC - None

IV. CLOSED SESSION – None

V. AWARDS, RECOGNITIONS AND SPECIAL REPORTS

Dr. Pamela Bandyopadhyay, Assist Dean of Instruction and Director of the Abigail Douglas-Johnson Academic Support Services Program, reported on the recognition her department received when named the National Tutoring Association Program of the Year. She presented the College with a plaque.

Christine Salzman, Manager, Follett Bookstore, acknowledged the twenty-one year partnership between Follett Bookstore and HCCC as she presented the College with a gift.

Vincent Zicoello, Chief Information Officer, introduced Nelson Vieira, Director of Admissions. Mr. Vieira gave a brief overview of the new HCCC website.

Dr. Gabert commented on the FY 2012 operating and capital budgets and indicated that the recommendations in the Board agenda regarding the FY 2012 staffing table reflected economic realities rather than College needs.

VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS

1. Minutes of the Regular Meeting of May 10, 2011.

2. Gifts, Grants and Contract Reports

The College has made the following grant & contract proposals:

TITLE:	Carl D. Perkins Career and Technical Education Act
Agency:	New Jersey Department of Education – Office of Career and Technical Education
Purpose of Grant:	Support the Career and Technical Education Programs at HCCC
College Administrator:	Ryan Martin
Amount:	\$763,079
College Contribution:	0
Dates of Grant:	7/1/11 – 6/30/12

Introduced by: James Fife

Seconded by: Karen Fahrenholz

8 Ayes.....0 Nays

Resolution Adopted

VII. FISCAL, ADMINISTRATIVE, LEASE, AND CAPITAL RECOMMENDATIONS

1. Continuing Facilities Agreement with Kearny Board of Education for Classroom usage at Kearny High School for Evening Classes
2. Continuing Facilities Agreement with Bayonne Board of Education for Classroom Usage at Bayonne High School for Evening Classes
3. Continuing Facilities Agreement with Hoboken Board of Education for Classroom Usage at Hoboken High School for Evening Classes
4. Purchase of Internet Services for FY 12
5. Renewal of College's Campus-Wide Software License Agreement
6. Purchase of a Smart Board 690 Projector System for Seven (7) Classrooms,
7. Renew Annual Software Lease for Library Management Software
8. Purchase of Epson Bright Link Projector System for Twenty-Five (25) Classrooms in the New North Hudson Education Center
9. Award of Media Services (News 12) for Cable Advertisements
10. Award of Media Services (Cablevision) for Cable Advertisements,
11. Resolution for Jones & Associates Communications, Inc.,

12. Resolution Authorizing Award of Contract for Public Relations Consultant to WAM Consulting,
13. Resolution Authorizing the College to Renew a Shared Services Agreement with Hudson County Agencies to Share Consulting/Lobbyist Services for Federal Governmental Relations,
14. Resolution Authorizing the Award of a Contract for Public Relations Consultant to Fitz Media of Hoboken, N.J.,
15. Purchase of Equipment for Academic Foundations Mathematics,
16. (as amended) Purchase of Two (2) Facilities Department Vehicles (Van/Small Truck)

Introduced by: Katia Stack

Seconded by: Adrienne Sires

8 Ayes.....0 Nays

Resolution Adopted

VIII. PERSONNEL RECOMMENDATIONS

1. RETIREMENT

REPORTS/BACKGROUND

<u>Name</u>	<u>Title</u>	<u>Effective</u>
Georgia Brooks	Academic Lab Manager	<u>Date</u> 06/01/2011

RECOMMENDATION:

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

2. RESIGNATION

REPORTS/BACKGROUND

<u>Name</u>	<u>Title</u>	<u>Effective</u>
Amanda Moreno	Instructor, Psychology	<u>Date</u> 06/15/2011

RECOMMENDATION:

The President, the Administration and the Personnel Committee recommend that the Board of Trustees approve the Resignation as Personnel Recommendation Item No. 2.

3. **APPOINTMENT OF STAFF**

REPORTS/BACKGROUND

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Annual Salary</u>
Kaiby Sandoval	Enrollment Record Assistant	06/15/2011	\$24,000 (pro-rated)

Note: This is a replacement for Rosa Sosa.

RECOMMENDATION:

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

4. **TEMPORARY CONSULTANT ASSIGNMENT**

REPORTS/BACKGROUND

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Annual Salary</u>
Hema Shroff, MD, MSJ	Consultant	06/15/11	\$100.00/hr 02/29/12 (Not to exceed \$24,000)

Note: Consultation to review and develop curriculum for program of Health Information Technologies.

RECOMMENDATION:

The President, the Administration and the Personnel Committee recommend that the Board of Trustees approve the Temporary Consultant Assignment listed above as Personnel Recommendation Item No 4.

**5. APPOINTMENT OF ADDITIONAL NEW & CONTINUING PART-TIME HIRES:
JULY 1, 2011 — JUNE 30, 2012**

Last Name	First Name	Department	Title
Ali	Syeda	Academic Affairs	Evening/Weekend Administrator
Bakheet	Hussein	Academic Affairs	Evening/Weekend Administrator
Choudry	Abuibraheem	Academic Affairs	Evening/Weekend Administrator
Cruz	Michelle	Academic Affairs	Staff Assistant
James	Sheila	Academic Affairs	Evening/Weekend Administrator
Lumbsden	Dwayne	Academic Affairs	Evening/Weekend Administrator
Maignan	Jesse	Academic Affairs	Evening/Weekend Administrator
Palmer	Karlett	Academic Affairs	Evening/Weekend Administrator
Testa	George	Academic Affairs	Evening/Weekend Administrator
Thompson	Lateisha	Academic Affairs	Office Assistant
Roman	Damaris	Academic Affairs/ Dean of Instructors	Staff Assistant
Baker	Charles	Advisement & Counseling	Advisor
Brabant	Nathan	Advisement & Counseling	Advisor
Casiano	John	Advisement & Counseling	Advisor
Clinton	Chevelle	Advisement & Counseling	Office Assistant
Crosby	Ashley	Advisement & Counseling	Advisor
Gomez	Andrea	Advisement & Counseling	Advisor
Gomez	Luis	Advisement & Counseling	Advisor
Livesay	Lewis	Advisement & Counseling	Advisor
Martucci	Jeanette	Advisement & Counseling	Advisor
Matamoros	Jonathan	Advisement & Counseling	Advisor
McLaughlin	Craig	Advisement & Counseling	Advisor
Olivera	Peggy	Advisement & Counseling	Advisor
Pearson	Kristen	Advisement & Counseling	Advisor
Perry	Robert	Advisement & Counseling	Advisor

Procel	Sandra	Advisement & Counseling	Front Desk Assistant
Rossilli	Denise	Advisement & Counseling	Advisor
Sipes	Raven	Advisement & Counseling	Front Desk Assistant
Spinnato	Gabriella	Advisement & Counseling	Advisor
Wendolowski	Jenna	Advisement & Counseling	Advisor
Delemos	Jacquelyn	Bursar's Office	Cashier
Hernandez	Miryam	Bursar's Office	Cashier
Banzon	Amelia	CBI/Community Education	Instructor
Baxer	Paul	CBI/Community Education	Instructor
Farooq	Tanveer	CBI/Community Education	Instructor
Fulks	Patricia	CBI/Community Education	Instructor
Hertz	Ismael	CBI/Community Education	Instructor
Karnicka	Joanna	CBI/Community Education	Instructor
Krause	Helen	CBI/Community Education	Instructor
Lacsamana	Corazon	CBI/Community Education	Instructor
Magno	Paul L.	CBI/Community Education	Instructor
McDonough	Joann	CBI/Community Education	Instructor
Moruzzi	Victor	CBI/Community Education	Instructor
Osama	A. Helmy	CBI/Community Education	Instructor
Primavera	James	CBI/Community Education	Instructor
Randazzo	Ismael	CBI/Community Education	Instructor
Raz	Omar	CBI/Community Education	Instructor
Ritter	David	CBI/Community Education	Instructor
Roderick	Fernand	CBI/Community Education	Instructor
Rowan	Scott	CBI/Community Education	Instructor
Rubio	Armando	CBI/Community Education	Instructor
Santos	Milagros	CBI/Community Education	Instructor
Saunders	Daniel	CBI/Community Education	Instructor
Schenider	W. Robert	CBI/Community Education	Instructor
Snow	Hugh	CBI/Community Education	Instructor
Valcarcel	Alicia	CBI/Community Education	Instructor
Wadhwani	Usha	CBI/Community Education	Instructor
Wilkinson	Meredith	CBI/Community Education	Instructor
Williamson-McKie	Taneya	CBI/Community Education	Instructor
Felix	Gina	CBI/FSD	Office Assistant
Albanese	Richard	Center for Business & Industry	Instructor
Bianchi	Thomas	Center for Business & Industry	Instructor
Blakely	Glenda	Center for Business & Industry	Instructor
Dammelen	Roeland	Center for Business & Industry	Instructor
Demarco	David	Center for Business & Industry	Instructor
Gazsi	Shirley	Center for Business & Industry	Instructor

Loria	Peter	Center for Business & Industry	Instructor
Machado	Carlos	Center for Business & Industry	Instructor
Venturo	Martin	Center for Business & Industry	Instructor
Zamalin	Marina	Center for Distance Ed.	PT Instructional Technologist
Fuentes	Christina	Communications	Communication Assistant
Torres	Nathalie	Communications	Student Assistant
Bolamos	Otoniel	Community Education	Instructor
Bolmer	Robert	Community Education	Instructor
Clode	Anthony	Community Education	Culinary Non-Credit Instructor
Da Silva	Catherine	Community Education	Instructor
Da Silva	Susan	Community Education	Culinary Non-Credit Instructor
Delgado	Claudia	Community Education	Instructor
Domingo	Elaine	Community Education	NPT Instructor
Gilliam	Tanya	Community Education	NPT Instructor
Grimaldi	Rose	Community Education	ESL Non-Credit Instructor
Hamer	Robert	Community Education	Culinary Non-Credit Instructor
Herrador	Nicole	Community Education	Office Assistant
Kamel	Helen	Community Education	ESL Non-Credit Instructor
Karen	Ivy	Community Education	Instructor
Kelley	Brian	Community Education	Instructor
Kostick	Edward	Community Education	Principles of Life & Health Instructor
Krause	Helen	Community Education	Instructor
Litchman	Martin	Community Education	NPT Instructor
Litchman	Martin	Community Education	Intro to Teaching Instructor
McDonald	Sean R.	Community Education	Instructor
Mendez	Jose	Community Education	Instructor
Nour	Samir	Community Education	Office Support
Oliveros	Rosario	Community Education	ESL Non-Credit Instructor
Rahman	Sadaf	Community Education	Office Assistant
Ramirez	Robert	Community Education	ESL Non-Credit Instructor
Ridel	Alain	Community Education	Culinary Non-Credit Instructor
Rivera	Miriam	Community Education	Office Assistant
Roberts-Lehan	Lisa	Community Education	Instructor
Rossi	Alan	Community Education	Instructor
Saeed	Aneeqa	Community Education	Office Assistant
Saeed	Aneeqa	Community Education	Office Assistant
Schults	Francine	Community Education	Culinary Non-Credit Instructor
Sewilam	Maria	Community Education	Instructor
Shpilberg	Marina	Community Education	Non-Credit Instructor
Sims	Najilaa	Community Education	Office Assistant
Soto	Yvonne	Community Education	Culinary Non-Credit Instructor

Stevenson	Tanya	Community Education	Non-Credit Instructor
Washington	Wendy	Community Education	Instructor
Welmer-Elkas	Sandra	Community Education	Culinary Non-Credit Instructor
White	Valerie	Community Education	Instructor/Non-Credit
Whiteman	Stephen	Community Education	Culinary Non-Credit Instructor
Zappy	Mark	Community Education	Homeland Security Instructor
Ivy	Karen	Community Education	NPT Instructor
Arena	Stephanie	Community Education/ Non-Credit	NPT Instructor
Lacsamana	Corazon	Community Education/ Non-Credit	Instructor
Robles	Rachel	Community Education/ Non-Credit	Computer Instructor
Morales	America	Community Education/ Culinary	Dishwasher
Bahr	Christopher	Community Education/ Non-Credit	Instructor
Jacques	Stephanie	Community Education/ Non-Credit	Instructor
Stark	Marvin	Community Education/ Non-Credit	Instructor Liberal Arts
Ritter	David	Community Education/ Non-Credit Culinary	Instructor
Lopez	Manuel	Controllers Office	Office Assistant
Apena	John	Culinary Arts	Diswasher
Aviles	Lillian	Culinary Arts	Diswasher
Barroso	Bella	Culinary Arts	Dishwasher
Candelaria	Miguel	Culinary Arts	Dishwasher
Chitty	Shawn	Culinary Arts	Kitchen Assistant
Hall	Norris	Culinary Arts	Non-Credit Instructor
Jefferson	Tonja	Culinary Arts	Instructor
Joyner	Tanya	Culinary Arts	Adjunct Instructor
Junghye	Kimberly	Culinary Arts	Receiving Clerk
Nacera	Kalifa	Culinary Arts	Dishwasher
Perez	Richard	Culinary Arts	Office Assistant
Pukdeedamrongrit	Auchit	Culinary Arts	Receiving Clerk
Ramirez	Daury Abad	Culinary Arts	Dishwasher
Santos	Enfrain	Culinary Arts	Kitchen Assistant
Spivack	Charles	Culinary Arts	Instructor
Velez	Apolinar	Culinary Arts	Dishwasher
Avengo	Victor	Culinary Non-Credit	Dishwasher
Dyson	James	Culinary Non-Credit	Adjunct Instructor
Kadko	Sam	Culinary Non-Credit	Instructor
Konig	Barbara	Culinary Non-Credit	Instructor
Lukeman	Meghan	Culinary Non-Credit	Culinary Non-Credit Instructor
Martinelli	Gina	Culinary Non-Credit	Instructor

Abon	Eusebio	Disability Support Services	Note taker/Reader
Alpapara	Victoria	Disability Support Services	Note taker/Reader
Boodwah	Sandra	Disability Support Services	Note taker/Reader
Boodwah	Sandra	Disability Support Services	Note taker/Reader
Boodwah	Sandra	Disability Support Services	Note taker/Reader
Cabezas	Javier	Disability Support Services	Note taker/Reader
Capofari	Doreen	Disability Support Services	Sign Language Interpreter
Carbett	Julie	Disability Support Services	Sign Language Interpreter
Cuna	Angelica	Disability Support Services	Note taker/Reader
DaPonte	Marisa	Disability Support Services	Note taker/Reader
Davis Johnson	Nicole	Disability Support Services	Note taker/Reader
Diaz	Mary Ann	Disability Support Services	Sign Language Interpreter
Drayton	Niki	Disability Support Services	Note taker/Reader
Dumencela	Angel Alfonse	Disability Support Services	Note taker/Reader
Farley	Dana	Disability Support Services	Sign Language Interpreter
Farrell	Karen	Disability Support Services	Sign Language Interpreter
Gedacht	Julie	Disability Support Services	Sign Language Interpreter
Jeffers	Alysa	Disability Support Services	Note taker/Reader
Kerr	Christopher	Disability Support Services	Note taker/Reader
Kinner	Kristen	Disability Support Services	Note taker/Reader
LaRusso	Faith	Disability Support Services	Note taker/Reader
Lindsey Jr.	Walter	Disability Support Services	Note taker/Reader
Madison	Tamara	Disability Support Services	Note taker/Reader
McCane	Kimberly	Disability Support Services	Sign Language Interpreter
Narvaez	Karen	Disability Support Services	Note taker/Reader
Nepomuceno	Bernadette	Disability Support Services	Note taker/Reader
Orellana	Ruth	Disability Support Services	Note taker/Reader
Peluso	Joanna	Disability Support Services	Sign Language Interpreter
Reeves	Angelique	Disability Support Services	Note taker/Reader
Rolon	Timothy	Disability Support Services	Note taker/Reader
Sanchez	Lotta	Disability Support Services	Note taker/Reader
Taylor	Danielle	Disability Support Services	Note taker/Reader
Taylor	Kim	Disability Support Services	Note taker/Reader
Taylor	Scott	Disability Support Services	Note taker/Reader
Valvano	Katrina	Disability Support Services	Note taker/Reader
Viccagee	Vanessa	Disability Support Services	Note taker/Reader
Arshad	Maria	Enrollment Services	Student Ambassador
Cooper	Marcus	Enrollment Services	Student Ambassador
Deterville	Anoushka	Enrollment Services	Student Ambassador
Elgawli	Fatima	Enrollment Services	Student Ambassador
Ibranim	Abubakar	Enrollment Services	Student Ambassador

Mejias	Kiara	Enrollment Services	Student Ambassador
Moncion	Samantha	Enrollment Services	Student Ambassador
Ogega	Leah	Enrollment Services	Student Ambassador
Paredes	Fabiola	Enrollment Services	Student Ambassador
Patel	Shital	Enrollment Services	Student Ambassador
Santamaria	Christel	Enrollment Services	Student Ambassador
Tuzzo	Stephanie	Enrollment Services	Student Ambassador
Villa	Manuel	Enrollment Services	Student Ambassador
Zaib	Sanah	Enrollment Services	Student Ambassador
Motta	Lais	Equal Opportunity Fund	Office Assistant
Dortrait	Lynette	Equal Opportunity Fund	Classroom Assistant
Duran	Denise	Equal Opportunity Fund	Mentor
Bobea	Jenny	ESL	Assistant ESL
Bouret	Angelina	ESL	Office Assistant
Fernandez	Stephany	ESL	Student Assistant
Valcarcel	Paola	ESL	Student Assistant
Mejia	Michelle	ESL/Bilingual	Student Assistant
Barbour	Omar	Facilities	Facilities Worker
Cousar	Ebony	Facilities	Student Assistant
Gomes	Aires	Facilities	Facilities Worker
Arian	Gabriela	Financial Aid	Office Assistant
Cortez	Maria Cielo	Financial Aid	Office Assistant
Jennings	Shameeka	Financial Aid	Office Assistant
Leon	Aimee	Financial Aid	Office Assistant
Matos	Shaniqua	Financial Aid	Office Assistant
Mory	Marlene	Financial Aid	Office Assistant
Siddiqui	Samreen	Financial Aid	Office Assistant
Soriano	Sheila	Financial Aid	Office Assistant
Zehaf	Imane	Financial Aid	Office Assistant
Gholkar	Girija	Grants / Community Education	Grants Coordinator
Aquirre	Mauricio	Health, Science & Technology	Lab Assistant
Csiszer	Carlos	Health, Science & Technology	Lab Assistant
Jilla	Abilash	Health, Science & Technology	Lab Assistant (NJCU)
Marshood	Tamer	Health, Science & Technology	Lab Assistant
Patel	Hemal	Health, Science & Technology	Student Assistant
Sheth	Mickey	Health, Science & Technology	Student Assistant
Tadjadine	Tahir	Health, Science & Technology	Lab Assistant
Velez	Julian	Health, Science & Technology	Lab Assistant
Weisnewski	Fred	Health, Science & Technology	Lab Assistant
Williams	Sean	Health, Science & Technology	Office Assistant
Zeynep	Yassa	Health, Science & Technology	Office Assistant

Fair	Justin	Human Resources	Office Assistant
Almanzar-Gonzalez	Erika	Humanities & Social Science	Student Assistant
Tancredi	Nicholas	Humanities & Social Science	Student Assistant
Acosta	Nelson	Information Technology Services	Instructional Lab Assistant
Alfaro	Peter	Information Technology Services	Instructional Lab Assistant
Almeda	Jordan	Information Technology Services	Instructional Lab Assistant
Beniquez	Maritza	Information Technology Services	Instructional Lab Assistant
Bhatti	Raheel	Information Technology Services	Instructional Lab Assistant
Bouabid	Walid	Information Technology Services	Instructional Lab Assistant
Bustamante	Kenny	Information Technology Services	Instructional Lab Assistant
Carrillo	Tirsa	Information Technology Services	Instructional Lab Assistant
Cervantes	Sindy	Information Technology Services	Instructional Lab Assistant
Chavez	Eddy	Information Technology Services	Instructional Lab Assistant
Chico	Kelvin	Information Technology Services	Instructional Lab Assistant
Cruz	Javier	Information Technology Services	Instructional Lab Assistant
Daiz	Laschan	Information Technology Services	Instructional Lab Assistant
Deschamps	Anthony	Information Technology Services	Instructional Lab Assistant
Edwards	Aycha	Information Technology Services	Instructional Lab Assistant
Evans	Robert	Information Technology Services	Instructional Lab Assistant
Faruque	Sana	Information Technology Services	Instructional Lab Assistant
Fernandez	Marionne	Information Technology Services	Instructional Lab Assistant
Fernandez	Carlos	Information Technology Services	Instructional Lab Assistant
Galdamez	Christian	Information Technology Services	Instructional Lab Assistant
Garay	Kelly B.	Information Technology Services	Instructional Lab Assistant
Gutierrez	Christian	Information Technology Services	Instructional Lab Assistant
Insuasti	Kevin	Information Technology Services	Instructional Lab Assistant
Landicho	Anelyn	Information Technology Services	Instructional Lab Assistant
Lavado	Liseth	Information Technology Services	Instructional Lab Assistant
Ledesma	Elmer	Information Technology Services	Instructional Lab Assistant
Loor-Mora	Rocio	Information Technology Services	Instructional Lab Assistant
Lopez	Ariel	Information Technology Services	Instructional Lab Assistant
Loza	George	Information Technology Services	Instructional Lab Assistant
Majid	Yousaf	Information Technology Services	Instructional Lab Assistant
Marrero	Pedro	Information Technology Services	Instructional Lab Assistant
Martinez-Escobar	Arely	Information Technology Services	Instructional Lab Assistant
Medina	Sonia D.	Information Technology Services	Instructional Lab Assistant
Medina	Cintha M.	Information Technology Services	Instructional Lab Assistant
Medina	David	Information Technology Services	Instructional Lab Assistant
Moreno	Raul	Information Technology Services	Instructional Lab Assistant
Moussir	Rabah	Information Technology Services	Instructional Lab Assistant
Naik	Dhaval	Information Technology Services	Instructional Lab Assistant

Pacol	Gail	Information Technology Services	Instructional Lab Assistant
Patel	Ankit	Information Technology Services	Instructional Lab Assistant
Patel	Ashish	Information Technology Services	Instructional Lab Assistant
Patel	Krupali B.	Information Technology Services	Instructional Lab Assistant
Patel	Meghna	Information Technology Services	Instructional Lab Assistant
Patel	Vibhuti	Information Technology Services	Instructional Lab Assistant
Patel	Monarch	Information Technology Services	Instructional Lab Assistant
Patel	Radhika	Information Technology Services	Instructional Lab Assistant
Perez	Erika C.	Information Technology Services	Instructional Lab Assistant
Perez	Diana	Information Technology Services	Instructional Lab Assistant
Rabines	Ivelisse	Information Technology Services	Instructional Lab Assistant
Rashid	Qaisar	Information Technology Services	Instructional Lab Assistant
Reyes	Paola	Information Technology Services	Instructional Lab Assistant
Sanghavi	Hardik B.	Information Technology Services	Instructional Lab Assistant
Sebastiani	Edwin	Information Technology Services	Instructional Lab Assistant
Taman	Muslim	Information Technology Services	Instructional Lab Assistant
Tsouli Moufid	Jaafar	Information Technology Services	Instructional Lab Assistant
Uribe	Daniel	Information Technology Services	Instructional Lab Assistant
Xie	Qian	Information Technology Services	Instructional Lab Assistant
Yadav	Jay	Information Technology Services	Instructional Lab Assistant
Ylagan	Nicko	Information Technology Services	Instructional Lab Assistant
Zahidi	Mohamed	Information Technology Services	Instructional Lab Assistant
Zuniga	Guillermo	Information Technology Services	Instructional Lab Assistant
Rodriguez	Victor	ITS	Lab Assistant
Baltimore	Shenelle	Learning Resource Center	Library Clerical Assistant
Brooks	Clifford	Learning Resource Center	Librarian
Cinciarella	John	Learning Resource Center	Librarian
Cox	James	Learning Resource Center	Librarian
Crawford	Malkia	Learning Resource Center	Library Clerical Assistant
Dodds	John	Learning Resource Center	Librarian
Elgebily	Soher	Learning Resource Center	Library Clerical Assistant
Gawchik	Martha	Learning Resource Center	Librarian
Guevarra	Jonathan	Learning Resource Center	Library Clerical Assistant
Hernandez	Antonia	Learning Resource Center	Library Clerical Assistant
Hill	Indeera	Learning Resource Center	Library Clerical Assistant
Johnson	Christopher	Learning Resource Center	Library Clerical Assistant
Korn	Sister Joanne	Learning Resource Center	Librarian
Louie	Lawrence	Learning Resource Center	Library Clerical Assistant
Lynch	Jessika	Learning Resource Center	Library Clerical Assistant
Medina	Swayzeen	Learning Resource Center	Library Clerical Assistant
Muhi	Amorfina	Learning Resource Center	Librarian

Nelson	Jeanette	Learning Resource Center	Library Clerical Assistant
Nieves	Miguel	Learning Resource Center	Library Clerical Assistant
Richard	Robert	Learning Resource Center	Library Clerical Assistant
Romero	Jose	Learning Resource Center	Librarian
Rosado	Monica	Learning Resource Center	Library Clerical Assistant
Sahadeo	Krishna	Learning Resource Center	Library Clerical Assistant
Smith	Lymon	Learning Resource Center	Librarian
Sova	Cathleen	Learning Resource Center	Librarian
Spangenberg	Melissa	Learning Resource Center	Librarian
Trent	Yhana	Learning Resource Center	Library Clerical Assistant
Wright	Wakeea	Learning Resource Center	Library Clerical Assistant
Abramo	Antonio	Mail & Copy Room	Office Assistant
Casas	Michael	Mail & Copy Room	Student Assistant
Dean	James	Mail & Copy Room	Office Assistant
Mahadera	Amalan	Mail & Copy Room	Office Assistant
Parekh	Tejal	Non-Credit Programs	Student Assistant
Vidal	Ronny	Non-Credit Programs	Student Assistant
Desenna	Marguerita	Non-credit/community Ed	Instructor
Kanter	Debra	Non-Credit/Community Ed	Holistic Instructor
Kaplan	Jennifer	Non-Credit/Community Ed	Arabic Instructor
Koopmans	Marilyn	Non-Credit/Community Ed	Instructor
Conte	George	Non-Credit/Culinary	Instructor
Pascale	Bruno	Non-Credit/Culinary	Instructor
Pascale	Frank	Non-Credit/Culinary	Instructor
Gullon	Celeste	North Hudson Center	Office Assistant
Sanchez	Yausy	North Hudson Center	Office Assistant
Miedziedz	Dorota	President's Office	Alumni Assistant
Del Piano	Pat	Security	Fire & Safety Coordinator
Bautista	Lizzette	Student Activities (JC)	Intramural Sport Community Service Coordinator
Jackson	Lakeesha	Student Activities (JC)	Programming Assistant
Parker	Teroy	Student Activities (JC)	Intramural Sports Assistant
Godoy	Johana	Student Activities (NHC)	Student Activities Assistant
Rowland	Sherry-Ann	Student Activities (NHC)	Student Activities Assistant
Wesley	Penny	Student Affairs	Office Assistant
Abdelsayed	Nabila	Tutorial Services	Tutor
Adewumi	Aminata Edith	Tutorial Services	Tutor
Aguilar	Maria	Tutorial Services	Tutor
Ahmed	Marystella	Tutorial Services	Tutor
Al Hossain	Mohammad	Tutorial Services	Tutor
Altamura	Anthony	Tutorial Services	Tutor
Asjad	Subhana	Tutorial Services	Tutor

Avila	Gabriella	Tutorial Services	Tutor
Bamba	Aminata Edith	Tutorial Services	Tutor
Banks	Rasheeda	Tutorial Services	Tutor
Beniquez	Maritza	Tutorial Services	Tutor
Campbell	Ronnette	Tutorial Services	Tutor
Carrillo	Phil	Tutorial Services	Tutor
Chauhan	Sagar	Tutorial Services	Tutor
Chico-Yick	Anthony	Tutorial Services	Tutor
Clark	China	Tutorial Services	Tutor
Colicchio	Jack	Tutorial Services	Tutor
Correa	Luz	Tutorial Services	Tutor
Cruz	Joanna	Tutorial Services	Tutor
Dalton	Rose	Tutorial Services	Tutor
Davenport	Anthony	Tutorial Services	Tutor
Dervishi	Aferdita	Tutorial Services	Tutor
Dickerson	Tracel	Tutorial Services	Tutor
Elshorhagy	Hala	Tutorial Services	Tutor
Er-Rich	Lahcen	Tutorial Services	Tutor
Estrella	Andres	Tutorial Services	Tutor
Fabara	Kenny	Tutorial Services	Tutor
Greffin-Duplan	Marie	Tutorial Services	Tutor
Horne II	Jeffrey	Tutorial Services	Tutor
James	Sheila	Tutorial Services	Tutor
Javaid	Athar	Tutorial Services	Tutor
Kay	Ilina	Tutorial Services	Tutor
Kent	Scott	Tutorial Services	Tutor
Klimchak	Amre	Tutorial Services	Tutor
Kutubuddin	Nipon	Tutorial Services	Tutor
Lopez	Cathrine	Tutorial Services	Tutor
Lubin	Matthew	Tutorial Services	Tutor
Mangunay	Rachelle	Tutorial Services	Tutor
Master	Yogesh	Tutorial Services	Tutor
Medina	Sandra	Tutorial Services	Tutor
Mehta	Poojan	Tutorial Services	Tutor
Modi	Umangi	Tutorial Services	Tutor
Mukherjee	Sharmila	Tutorial Services	Tutor
Muniz	Alexis	Tutorial Services	Tutor
Na	Olivia	Tutorial Services	Tutor
Nasir	Aysha	Tutorial Services	Tutor
Nicholson	Jaheera	Tutorial Services	Tutor
Oden	Ruth	Tutorial Services	Tutor

Patel	Hitarth	Tutorial Services	Tutor
Piontkowskie	Coleen	Tutorial Services	Tutor
Pipaliya	Ruchika	Tutorial Services	Tutor
Ponce	Anais	Tutorial Services	Tutor
Rios	Juan Manuel	Tutorial Services	Tutor
Rivera	Carmen	Tutorial Services	Tutor
Rivera	Chayanne	Tutorial Services	Tutor
Samasundasam	Pamathi	Tutorial Services	Tutor
Sambula	Lisa	Tutorial Services	Tutor
Sanchez	Alexandra	Tutorial Services	Tutor
Santos	Blanca	Tutorial Services	Tutor
Seshie	Prosper	Tutorial Services	Tutor
Sharma	Push Push	Tutorial Services	Tutor
Sommers	Enkhsana	Tutorial Services	Tutor
Sooklall	Tracy Ann	Tutorial Services	Tutor
St. Juste	Reginold	Tutorial Services	Tutor
Taylor	Beatrice	Tutorial Services	Tutor
Torres	Jonathan	Tutorial Services	Tutor
Yasmeen	Faria	Tutorial Services	Tutor
Zulueta	Isabelita	Tutorial Services	Tutor
Campbell	Kyle	VP Finance Office	Student Assistant

RECOMMENDATION:

The President, the Administration and the Personnel Committee recommend that the Board of Trustees approve the Appointment of Additional New Part-time Assignments listed above as Personnel Recommendation Item No. 5.

6. MODIFICATIONS OF STAFFING TABLE EFFECTIVE JULY 1, 2011

REPORTS/BACKGROUND

<u>NAME</u>	<u>TITLE CHANGES</u>
Iris Herrador	FROM: Human Resources Assistant TO: Human Resources Benefit/Recruitment Manager
Chanida Katkanant	FROM: Assistant Dean of Academic Affairs TO: Associate Dean of Academic Affairs

<u>NAME</u>	<u>TITLE CHANGES</u>	<u>SALARY ADJUSTMENT</u>
Paula Gonzalez	FROM: Human Resources Assistant TO: Human Resources Employment Manager	FROM: \$48,570 TO: \$53,570
Russel Taboso	FROM: Telecommunications Service Manager TO: Telecommunications & Systems Manager	FROM: \$53,817 TO: \$58,770

DELETE TITLE:

Secretary, Safety and Security

7. ACCEPTANCE OF STAFFING TABLE EFFECTIVE JULY 1, 2011

The Staffing Table for Fiscal Year 2012 has been prepared in consultation with the Personnel Committee.

Introduced by: James Fife
Seconded by: Karen Fahrenholz
8 Ayes.....0 Nays Resolution Adopted

IX. ACADEMIC AND STUDENT AFFAIRS

- 1. New and On-going Partnerships with Hudson County High Schools for the Delivery of Credit Course Instruction for Academic Year 2011-2012 (September 1, 2011 – August 31, 2012):** (a) Hoboken Charter High School (b) Hoboken High School (c) Hudson County Schools of Technology - County Prep and High Tech (d) Jersey City Public Schools - Dickinson, Snyder, Ferris, Liberty, and Lincoln High Schools (e) Kearny High School (f) Memorial High School (g) Miftaahul Uloom Academy (h) Rising Star Academy (i) Union City Alternative Design Academy and (j) Union City High School to provide degree credit course instruction to their students pursuant of the terms of the agreements.

Introduced by: KatiaStack
Seconded by: Adrienne Sires
8 Ayes.....0 Nays Resolution Adopted

- 2. New Degree Program: Associate in Science – Health Services (Joint Admission)**
- 3. New Degree Program: Associate in Arts – Liberal Arts: Human Services Option**
- 4. New Degree Program: Associate in Arts – Liberal Arts: English Option**
- 5. New (30 credit) Academic Certificate and (15 credit) Proficiency Certificate in Digital Art and Design**

Introduced by: KatiaStack
Seconded by: Karen Fahrenholz
8 Ayes.....0 Nays Resolution Adopted

X. NEW BUSINESS

1. **RESOLUTION AUTHORIZING AMENDMENT NUMBER ONE TO MANAGEMENT AGREEMENT BETWEEN HUDSON COUNTY COMMUNITY COLLEGE, AND COMPASS GROUP USA D/B/A/ FLIK INTERNATIONAL CORP. ("FLIK")**

Introduced by: James Fife

Seconded by: Katia Stack

8 Ayes.....0 Nays

Resolution Adopted

2. **RESOLUTION AUTHORIZING RENTAL ROOM LOCATION AGREEMENTS BETWEEN HUDSON COUNTY COMMUNITY COLLEGE, COMPASS GROUP USA D/B/A/ FLIK INTERNATIONAL CORP. ("FLIK") AND TRIAGE ENTERTAINMENT INC.**

Introduced by: Katia Stack

Seconded by: Karen Fahrenholz

8 Ayes.....0 Nays

Resolution Adopted

XI. ADJOURNMENT 5:40 P.M.

Introduced by: Bakari Lee

Seconded by: Adrienne Sires

8 Ayes.....0 Nays

Resolution Adopted

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
August 16, 2011**

VII. FISCAL, ADMINISTRATIVE, LEASE, AND CAPITAL RECOMMENDATIONS

1. Award of Benefits Consultant Services for Human Resources FY 12

The College has the need to use a benefits consultant for Human Resources Department to provide technical and administrative services in the area of general benefit insurance matters.

A request for proposal was advertised on the internet on Tuesday, July 5, 2011, one (1) bid was received and opened on Monday, July 18, 2011, local vendors were contacted. The proposal was received from Alamo Insurance Group, Inc. of North Bergen, New Jersey for the total sum of \$35,000.00.

RECOMMENDATION:

The President, the Administration, the Personnel Committee and Finance Committee of the Board of Trustees recommend that the Board of Trustees approve Alamo Insurance Group of North Bergen, New Jersey, to perform benefits consultant services, at a cost not to exceed \$35,000.00. This contract is awarded pursuant to a fair and open process as set forth in the pay-to-play law N.J.S.A. 19:44A-20.4

2. Renewal of Dental Care Insurance for FY 12 & FY 13

REPORT/BACKGROUND:

There is a need to renew the College Dental Care Plan. For the past twelve (12) years, the College has been served by Delta Dental. There are approximately 260 employees, including three (3) unions in the plan, and the annual cost is \$232,567. Delta proposed a two (2) year contract renewal with higher premiums but less than 1% increase. The new rates would begin July 1, 2011:

Rates

One party	\$ 44.87
Two Party	\$ 80.28
Three Party	\$ 147.73

RECOMMENDATION:

The President, the Administration, the Finance Committee and the Personnel Committee recommend that the Board of Trustees approve a contract renewal with Delta Dental for the two (2) year period commencing July 1, 2011 through June 30, 2013, at the above rates. The costs will be funded through the operating budget.

3. Award of Auditing Services for FY 2011

REPORT/BACKGROUND:

The College is required to conduct an annual audit of College Financial Statements, credit hours generated and other financial aid related records. The audit must be conducted by a certified public accountant in accordance with A.I.P.C.A. standards and must be in compliance with all State of New Jersey regulations.

A request for proposals was advertised on the internet and local vendors were contacted. The R.F.P. was advertised beginning May 20, 2011 through May 30, 2011. The recommendation is to award Carr, Daley & Sullivan of Livingston, New Jersey, for a total sum not to exceed \$60,000.00.

RECOMMENDATIONS:

The President, the Administration and the Finance Committee recommend that the Board of Trustees approve Carr, Daley & Sullivan of Livingston, New Jersey, to perform the Audit for fiscal year ending June 30, 2011, for a total sum not to exceed \$60,000.00, to be funded from the operating budget. This contract is awarded pursuant to a fair and open process, as set forth in the pay-to-play law N.J.S.A. 19:44A-20.4.

4. Renewal of Library/LRC Periodical, Serial & Journal Subscriptions FY 12

REPORT/BACKGROUND:

There is a need for the Library/LRC to provide access to print scholarly journals, periodicals and serials to support the academic curricula at H.C.C.C. at both Journal Square and North Hudson Education Center. These resources are provided by annual subscriptions purchased through EBSCO, of Tenaflly, New Jersey, a registered pay-to-play vendor and sole source for these multiple subscriptions.

The cost for the 2011-2012 annual renewal is \$19,038.13, which will be paid from the Learning Resource Center operating budget.

RECOMMENDATION:

The President, the Administration, and the Finance Committee recommend that the Board of Trustees approve the renewal of periodicals, serial and journal subscriptions for the Library/LRC through EBSCO, of Tenaflly, New Jersey, at a cost of \$19,038.13, which will be paid from the Learning Resource Center operating budget.

5. Purchase of Elevator Maintenance Service Vendor

The College has the need of an elevator maintenance service vendor to service all elevators campus wide.

A bid request was advertised on-line on Tuesday, May 17th, 2011 and local vendors were contacted. Two (2) bid packages were dispersed and one (1) bid was received and opened on Tuesday, May 31, 2011.

The results were as follows:

<u>VENDOR</u>	<u>LOCATION</u>	<u>BID AMOUNT</u>
ThyssenKrupp Elevator	Cranford, N.J.	\$1,859.00 per month

RECOMMENDATION:

The President, the Administration and Finance Committee recommend that the Board of Trustees approve ThyssenKrupp Elevator of Cranford, New Jersey, as the elevator maintenance vendor for the 2012 fiscal year, at a cost of \$22,308.00 to be funded from the Facilities operating budget. (note: price does not include cost of parts).

6. Award of Annual Software Maintenance Vendor Agreement for FY 2012

WHEREAS, the College has a need to renew the annual software maintenance agreement pursuant to the Business Entity Disclosure Process; and

WHEREAS, the Purchasing Agent has determined and certified in writing that the present anticipated value will exceed \$17,500; and

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

WHEREAS, the College Chief Information Officer recommends the renewal of the annual software maintenance agreement with Datatel, of Fairfax, Virginia to provide campus software support for the sum of \$275,000.00; and

WHEREAS, Datatel has completed and submitted Business Entity Disclosure Certifications which certifies that Datatel has not made any reportable contributions to a political or candidate committee in Hudson County in the previous one (1) year, and that the contract will prohibit Datatel from making any reportable contributions through the term of the contract; and

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorizes the Purchasing Agent to enter into an agreement with Datatel of Fairfax, Va., as a pay-to-play certified vendor as described herein; and

BE IT FURTHER RESOLVED that the Business Entity Disclosure Certifications and the Determination of Value Form be placed on file with this resolution and the Purchasing Agent has determined that this award is in compliance with the Business Entity Disclosure Process.

7. Award of a Movie Theater Tickets Vendor for the College

WHEREAS, the College has a need for a movie theater tickets vendor pursuant to the Business Entity Disclosure Process; and

WHEREAS, the Purchasing Agent has determined and certified in writing that the present anticipated value will exceed \$17,500; and

WHEREAS, the anticipated term is for fiscal year 2012; and

WHEREAS, American Multi Cinema, Inc. of Chicago, Illinois, is the proposed vendor to provide these services, at a total cost not to exceed \$50,000.00; and

WHEREAS, American Multi Cinema, Inc. has completed and submitted Business Entity Disclosure Certifications which certifies that American Multi Cinema, Inc., has not made any reportable contributions to a political or candidate committee in Hudson County in the previous one year, and that the contract will prohibit American Multi Cinema, Inc. from making any reportable contributions through the term of the contract; and

WHEREAS, the cost of these services will be funded from the Student Activities Fees budget; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorizes the Purchasing Agent to approve American Multi Cinema Inc. of Chicago, Illinois, as a pay-to-play certified vendor as described herein; and

BE IT FURTHER RESOLVED that the Business Entity Disclosure Certifications and the Determination of Value Form be placed on file with this resolution and the Purchasing Agent has determined that this award is in compliance with the Business Entity Disclosure Process.

8. Purchase of Liability and Casualty Insurance FY 12

REPORTS/BACKGROUND:

There is a need to renew liability and casualty insurance.

The broker for the insurance pool is the Borden Perlman Agency. The proposal for FY 2012 is a total annual premium cost of \$267,859 per year. The proposal includes a 1% rate increase in Commercial Umbrella and Data Security Liability Policies. The Borden Perlman Agency provides this insurance through a pool of ten (10) community colleges which contributes to favorable premium rates and high limits of coverage.

The annual premium coverage is noted below:

Commercial Package Policy – Philadelphia Insurance Co. (Property, General Liability, Auto, School Board Legal Liability, Auto Inland, Marine, Crime, Systems, Boiler & Machinery)	\$186,917
Commercial Liability Umbrella – Philadelphia Insurance Co.	\$10,595
Education Legal Liability plus Excess Internet and Environmental Liability.	<u>\$70,347</u>
Total:	<u>\$267,859</u>

The premium rates for the commercial package policy is guaranteed for three (3) years (2012-2014).

RECOMMENDATION:

The President, the Administration, and the Finance Committee recommend that the Board of Trustees approve Borden Perlman Insurance Brokers of Lawrenceville, New Jersey, to provide liability and casualty insurance primarily through The Philadelphia Insurance Company for FY2012, at a premium of \$267,859. The costs will be funded through the operating budget. This award of insurance coverage is exempted under the pay-to-play regulations.

9. Renewal of On-Call Architectural/Engineering Services for FY 2012

REPORTS/BACKGROUND:

During the year, from time-to-time the College may require architectural/engineering input on facility projects, which include conceptual planning, feasibility, reviews or consulting. This allows the College to expedite facility construction projects and avoid time consuming R.F.P. processes.

The contract for the on-call services provides a one-year term with a maximum of \$125,000 to be spent in total for twelve (12) architectural firms based on their hourly rates with no firm exceeding \$17,500.00. It is recommended that the College use the on-call services of Di/Cara/Rubino Architects of Wayne, NJ.; Rivardo, Schnitzer & Capazzi Architects of Cliffside Park, N.J.; Ronald Schmindt & Associates of Hackensack, N.J.; Nadaskay Kopelson Architects of Morristown, N.J.; Pennoni Professional Planning & Engineering (PPE) of Cedar Knolls, N.J.; Dresdner Robin of Jersey City, N.J.; PMK Group of Cranford, N.J.; Paulus, Sokolowski & Sartor of Warren, N.J.; Mast Construction Company of Little Falls, N.J.;

Spiezle Architectural Group of Trenton, N.J.; DiStasio & Wan Buren, Inc. of Mountainside, N.J. and Morris Johnson & Associates of Eatontown, NJ.

RECOMMENDATION:

The President, the Administration, and Ad-Hoc Facilities Committee and the Finance Committee recommend that the Board of Trustees approve the on-call architectural/engineering services of Di/Cara/Rubino Architects of Wayne, NJ.; Rivardo, Schnitzer & Capazzi Architects of Cliffside Park, N.J.; Ronald Schmindt & Associates of Hackensack, N.J.; Nadaskay Kopelson Architects of Morristown, N.J.; Pennoni Professional Planning & Engineering (PPE) of Cedar Knolls, N.J.; Dresdner Robin of Jersey City, N.J.; PMK Group of Cranford, N.J.; Paulus, Sokolowski & Sartor of Warren, N.J.; Mast Construction Company of Little Falls, N.J.; Spiezle Architectural Group of Trenton, N.J.; DiStasio & Wan Buren, Inc. of Mountainside, N.J. and Morris Johnson & Associates of Eatontown, NJ.

10. Renewal of Student Accident and Sickness Insurance Program for FY 12

REPORTS/BACKGROUND:

The Student Accident and Sickness Program will expire on August 28, 2011. The current insurance agent is Groseclose and Insurance Associates. The student insurance, mandated by the State of New Jersey, is paid by full time students who do not have their own coverage. The College collects the premiums from the students and forwards to the Insurance Company for coverage. The College received a renewal proposal from Groseclose Associates for one (1) year, with no change in the premium rate of \$28 per student annually.

RECOMMENDATION:

The President, the Administration and Finance Committee recommend that the Board of Trustees approve the renewal of the Student Accident and Sickness Insurance Program with Groseclose Associates of Skillman, New Jersey, for the fiscal year 2012 to be funded from student fees. The award of insurance coverage is exempted under pay-to-play regulations.

**11. RESOLUTION AUTHORIZING RENTAL ROOM LOCATION AGREEMENTS
BETWEEN HUDSON COUNTY COMMUNITY COLLEGE, COMPASS GROUP USA
D/B/A/ FLIK INTERNATIONAL CORP. ("FLIK") AND O POSITIVE, LLC**

WHEREAS, FLIK has negotiated an Agreement with O Positive LLC. ("Producer"), allowing Producer to use the Hudson County Community College Culinary Conference Center and related HCCC facilities for the purposes of photographing, recording, and filming events on the premises in connection with promotion of the television project currently titled "Television Commercial Film Shoot"; and

WHEREAS, it is necessary for Hudson County Community College to become a party to these Agreements to ensure that its interests are sufficiently acknowledged and protected.

NOW, THEREFORE, BE IT RESOLVED that the Rental Room Location Agreement between Hudson County Community College, Compass Group USA d/b/a/ FLIK International Corp., and O Positive is hereby approved, ratified and authorized.

BE IT FURTHER RESOLVED that the signature of Dr. Glen Gabert for the Hudson County Community College to the Agreement is hereby ratified and confirmed.

12. RESOLUTION AUTHORIZING AMENDMENT NUMBER TWO TO MANAGEMENT AGREEMENT BETWEEN HUDSON COUNTY COMMUNITY COLLEGE AND COMPASS GROUP USA D/B/A/ FLIK INTERNATIONAL CORP. ("FLIK")

WHEREAS, FLIK is authorized to manage the facilities of Hudson County Community College's Culinary Conference Center pursuant to a Management Agreement between the parties dated March 1, 2011; and

WHEREAS, it is necessary to enter into a second amendment to the said Management Agreement as a result of an agreement negotiated by FLIK on behalf of HCCC with O Positive Producer, which allows the Producer to use additional facilities outside of the Culinary Conference Center.

NOW, THEREFORE, BE IT RESOLVED that the Amendment Number Two to Management Agreement between Hudson County Community College and Compass Group USA d/b/a/ FLIK International Corp. ("Amendment Number Two") is hereby approved, ratified and authorized.

BE IT FURTHER RESOLVED that the execution of the agreement by Dr. Gabert of the Hudson County Community College to the Amendment Number Two of the Management Agreement is hereby ratified and confirmed.

13. REPORT OF THE FACILITIES COMMITTEE FOR CONSTRUCTION OVERSIGHT

REPORTS/BACKGROUND:

On March 12, 2002, the Board of Trustees established an Facilities Ad-Hoc Committee to oversee plans and costs for campus development. The Board designated the Chair of the Facilities Committee to serve as Ad-Hoc Committee Chair. Other members of the committee were to include the College President, the Vice President for Administration and Finance, the HCCC Director of Facilities, the Construction Manager (outsourced), and College Counsel for real estate and construction issues. This committee was empowered to "review and approve all project plans and costs including design, renovation or construction.

The Committee here presents to the Board the approved minutes of the April 6, 2011 and June 14, 2011 meeting. It is the intention of the Committee to transmit formally to the Board of Trustees for its acceptance, the minutes of the Committee. It is anticipated that these submissions would be on a monthly basis as the Committee approves its minutes.

RECOMMENDATION:

The Facilities Committee recommends that the Board of Trustees accept its minutes of the April 6, 2011 and the June 14, 2011 meeting as submitted for inclusion into the records of the Board of Trustees.

RESOLUTION:

NOW, THEREFORE BE IT RESOLVED that the Board of Trustees approve the recommendations of the President, the Administration, the Finance committee and the Facilities Committee as outlined above in **Item VII. Fiscal, Administrative, Lease and Capital Recommendations 1 – 12:** 1) Award of Benefits Consultant Services for Human Resources FY 12, 2) Renewal of Dental Care Insurance for FY 12 & FY 13, 3) Award of Auditing Services for FY 2011, 4) Renewal of Library/LRC Periodical, Serial & Journal Subscriptions FY 12, 5) Purchase of Elevator Maintenance Service Vendor, 6) Award of Annual Software Maintenance Vendor Agreement for FY 2012, 7) Award of Media Theater Tickets Vendor for the College, 8) Purchase of Liability and Casualty Insurance FY 12, 9) Renewal of On-Call Architectural/Engineering Services for FY 2012, 10) Renewal of Student Accident & Sickness Insurance Program for FY 12, 11) Resolution Authorizing Rental Room Location Agreements Between Hudson County Community College,

Compass Group USA D/B/A Flik International Corp (FLIK) and O Positive, LLC, 12) Resolution Authorizing Amendment Number Two to Management Agreement Between Hudson County Community College and Compass Group USA D/B/A Flik International Corp (FLIK) and 13), and 13) Report of the Facilities Committee for construction oversight.

INTRODUCED BY: Katia Stack

SECONDED BY: Adrienne Sires

DATE: August 16, 2011

Fahrenholz, Karen	<u>AYE</u>
Fife, James	<u>AYE</u>
Kenny, Roberta	<u>ABSENT</u>
Kosakowski, Joanne	<u>AYE</u>
Lee, Bakari	<u>AYE</u>
Sires, Adrienne	<u>AYE</u>
Stack, Katia	<u>AYE</u>
Zampella, Alfred	<u>AYE</u>
Netchert, William, Chair	<u>AYE</u>

8 Ayes..... 0 Nay
*****RESOLUTION ADOPTED*****

Jennifer Oakley 8-16-2011
Signature of Recorder Date

ITEM VII (13)

ATTACHMENT A

OFFICE OF COLLEGE OPERATIONS
Frank Mercado, Vice President



Facilities Ad Hoc Committee
April 6, 2011
9:30 a.m.

Minutes

Present:

Jacqueline Middleton, Real Estate Attorney (Jack Curley's Office)
Ted Domuracki, President, MAST Construction
James Fife, HCCC Trustee
Glen Gabert, President, HCCC
Troy Marzziotti, MAST Construction
Frank Mercado, Vice President for College Operations
William Netchert, HCCC Trustee, Co-Chair
Joseph Sansone, Assistant to the President
John Sommer, Vice President for Finance
Joseph Torturelli, Director, Facilities
Alfred Zampella, HCCC Trustee

Absent: Adrienne Sires, HCCC Trustee, Co-Chair

Guest: Hugh McGuire, McGuire and Associates

Marcella Williams, Recording Secretary

I. APPROVAL OF PRIOR MINUTES - March 10, 2011

Motion to accept Minutes of March 10, 2011

Introduced by: Williams Netchert

Seconded by: Joseph Torturelli

*****Motion Passed*****

II. NORTH HUDSON BUILDING (UNION CITY)

➤ *Project Update (Frank Mercado and MAST Construction)*

- Specifications for a kiln for ceramics instruction in the art lab was not included in final documents. Ted Domuracki said this would be addressed and rectified. After the model is approved, Frank Mercado will get specs for the purchase of the kiln.

(continued...)

➤ *Parking*

- Frank Mercado spoke about the need for the College to provide parking for staff when the new North Hudson Education Center (48th Street, Union City) opens in August, 2011. The Committee reviewed a draft resolution which approved entering into an agreement between HCCC and the Town of West New York Parking Authority to lease one of their municipal parking lots located at 51st Street on a month-to-month basis. The parking lot is in close proximity to the new North Hudson building. The College would be allowed to utilize 35 parking spots at \$75.00 a month or \$200.00 for three months per parking space, to be calculated on a need basis. The total will not exceed \$29,500. The number of parking spots can be changed once staffing needs have been established. This option would be more economical as well as convenient for the employees.

Motion to approve the parking rental agreement with the Town of West New York Parking Authority to provide parking spots for the North Hudson Education Center on a month-to-month basis at a total cost not to exceed \$29,500 and to be funded from the College Operating Budget.

Introduced by: James Fife
Seconded by: Alfred Zampella
Motion Passed

➤ *Office Furniture for Higher Education Center*

- Frank Mercado reported that the College needs to purchase furniture for the North Hudson Education Center. The furniture will be used for classes, offices, library, lab, and the student lounge. The Committee reviewed the draft resolution approving the award to Office Scapes, Inc. of Fairfield New Jersey.

Motion to approve the purchase and installation of furniture for the North Hudson Education Center from Office Scapes, Inc. of Fairfield, New Jersey at a total cost of \$744,870.00 to be funded from Chapter 12 funds.

➤ *North Hudson Pedestrian Bridge (Frank Mercado and Legal Counsel)*

- The County is paying for the construction of the pedestrian bridge that connects the light rail to the new North Hudson Education Center.
- *Amendment to the interlocal agreement*

Frank Mercado reported that he received the draft interlocal agreement. It is anticipated that the agreement will be finalized by the next Facilities Ad Hoc Committee meeting.

(continued...)

➤ *Career Development Center (CDC - North Hudson)*

- The County's Career Development Center will occupy the 6th and 7th floors (1½ floors - approximately 17,000 sq. ft.) of the North Hudson Education Center. John Sommer will meet with the county Treasurer Sheral Fuller to coordinate the County's schedule of payments.

➤ *Current North Hudson Center, West New York*

- Sheri Siegelbaum sent a notice to Father Carlos Fortunio, Pastor of Saint Mary's Church, regarding the College's intent to vacate the current North Hudson Center building. The letter stated that the College will not exercise the last year of the option of the lease; however, it will lease on a month-to-month basis with the expectation to move no later than October 31, 2011.
- Frank Mercado said an inventory will be taken of salvageable furniture. It will be determined how to utilize the furniture at the Journal Square campus. An auction will also be conducted to dispose of any other assets campus-wide that has succeeded its useful life.

III. JOURNAL SQUARE CAMPUS BUILDINGS

➤ *2 Enos Place – Final Budget Review (MAST Construction)*

- Ted Domuracki gave an update on Turner Construction. At the last meeting he informed the Committee that after the completion of the renovation of 2 Enos Place, the final costs were over budget. The Committee then gave authorization for Ted Domuracki to negotiate in good faith with Turner Construction Co. to offer up to \$90,000 to close out general construction services for 2 Enos Place. The one condition for accepting the offer is that the \$90,000 is received within two weeks. Mr. Domuracki is waiting to receive a response from their Counsel and Senior Management.

➤ *25 Pathside – Project Update (Frank Mercado)*

- Frank Mercado reviewed possible components of remodeling 25 Pathside. A list of priority projects will be submitted to the Committee.

- ***Potential College Bonding (John Sommer)***

John Sommer used a rough estimate to explain what it would cost to rehab 25 Pathside. For example, a \$5M dollar bond to rehab 25 Pathside, at 5.35% with a 30 year note, would cost approximately \$340,000 a year in principal and interest payments.

(continued...)

John Sommer explained that it costs within a few thousand dollars of that amount for the College to rent the 1st, 2nd and 14th floors of 26 Journal Square. He added that it would be in the best interest of the College to move away from rented spaces towards College-owned facilities. The College would then have the capacity within its operating budget to support the bond/debt payment.

He then gave a brief overview on the financial process for bonding. One stipulation is that the College would clearly have to demonstrate its capacity to make the debt payment. The College would be limited to the tuition revenue. The County or State appropriations cannot be used as substantiation to make the debt service payment.

- *65-79 Sip Avenue – Project Update (Frank Mercado and Legal Counsel)*
 - Nacirema Environmental Services has completed the demolition work at 65-79 Sip. They are owed \$55,000. They have two subcontractors that are owed more money than that. The College has put a hold on the \$55,000 until it is determined who the money will be paid to. Jacqueline Middleton noted that counsel (Curley) is reviewing the matter.
 - At its last meeting, the Committee gave approval to authorize the architects to design a five-story library building with the capacity to add 13 additional floors at 65-79 Sip. The Committee gave authorization for the architects to increase the design to allow future expansion above 5 stories.
- *83-87 Sip Avenue - Renovation of Mezzanine Level - Project Update (Frank Mercado)*
 - The drawings are complete for the renovation of the mezzanine level at 83-87 Sip. Troy Marzziotti said he is finishing the front end of the bid packet and will submit it to the Purchasing Department.
- *870 Bergen Avenue – Joseph Cundari Building (Frank Mercado and MAST Construction)*
 - Architects DiCara Rubino did a walk-through with Troy Mazziotti and Joe Torturelli to determine the possibility for accommodating the maximum number of science labs.

(continued...)

➤ *Chapter 12 Application - Update (John Sommer)*

John Sommer distributed a draft resolution prepared for the Finance Committee for the Facilities Committee's review. It requested authorization from the Administration and Board of Trustees to submit the Chapter 12 Fund application in the amount of \$8.5M (\$4.25M from the State and \$4.25M through the County match bond).

Motion to authorize the College to submit the Chapter 12 Fund application in the amount of \$8.5M.

**Introduced by: James Fife
Seconded by: Alfred Zampella
Motion Passed**

IV. PORT AUTHORITY PLAZA SPACE PROJECT (WELCOME CENTER)

➤ *Project Update ((Frank Mercado and MAST Construction)*

- Troy Marzziotti reported that the final letter of acceptance to occupy the Welcome Center was submitted to the Port Authority. The College's occupancy is currently on a temporary basis.
- Frank Mercado spoke about the Port Authority placing restrictions on the College's recruitment activities outside the Welcome Center. He is waiting for the Port Authority to issue procedures for outdoor events.

V. REAL ESTATE

➤ *Bayonne Properties – Classrooms - Saint Vincent's School –Project Update-Elevator (Frank Mercado)*

- Frank Mercado distributed the proposed budget for the Bayonne properties as documentation for discussions of the Committee at its prior meeting. Hugh McGuire told the attorney for the Arch Diocese the project is on hold for the time being. The College has to acquire funding for this project.
- The Project was tabled indefinitely.

VI. OTHER BUSINESS

There was no other business to report.

VII. PROPOSED NEXT MEETING

Since there were no urgent issues to address, the Committee decided not to schedule the next meeting until sometime in June.

VIII. ADJOURNMENT - The meeting was adjourned at 11:05 a.m.

ATTACHMENT B

OFFICE OF COLLEGE OPERATIONS
Frank Mercado, Vice President



Facilities Ad Hoc Committee
June 14, 2011
9:30 a.m.

Minutes

Present:

Jacqueline Middleton, Real Estate Attorney (Jack Curley's Office)
Ted Domuracki, President, MAST Construction
James Fife, HCCC Trustee
Glen Gabert, President, HCCC
Troy Marzziotti, MAST Construction
Frank Mercado, Vice President for College Operations
William Netchert, HCCC Trustee, Co-Chair
Joseph Sansone, Assistant to the President
John Sommer, Vice President for Finance
Joseph Torturelli, Director, Facilities
Alfred Zampella, HCCC Trustee

Guests: Hugh McGuire, McGuire and Associates
Peter James, Nadaskay Kopelson Architects
Ralph Rosenberg, Nadaskay Kopelson Architects

Absent: Joseph Sansone, Assistant to the President

Marcella Williams, Recording Secretary

1. APPROVAL OF THE PRIOR MINUTES

Motion to accept Minutes of June 14, 2011

Introduced by: James Fife
Seconded by: Adrienne Sires
*****Motion Passed*****

2. NORTH HUDSON PROJECT (Union City)

a. Project Update (Frank Mercado and Legal Counsel)

- The project is moving along on schedule and within budget.

(continued...)

- The planned exterior signage on the building will be relocated to a lower more suitable location for easier viewing by pedestrians and drivers.
- The cleaning bid has gone out.
- The first classes will begin on August 30th.
- Bookstore services will be available on-site to students prior to the start of classes.
- The County's CDC (Career Development Center) will move into the facility in September.
- The lease at the old North Hudson building expires October 31, 2011.

b. North Hudson Pedestrian Bridge Update (Frank Mercado and Legal Counsel)

This project is on schedule with anticipated completion in time for the opening of the facility.

3. JOURNAL SQUARE PROJECTS UPDATES (*changes and developments since last Facilities Committee meeting*)

a. 2 Enos Place

Troy Marzziotti reported that Turner has accepted the change order for a final lump sum payment of \$90,000 to close out general construction services for 2 Enos Place.

b. 25 Pathside

Frank Mercado said he is waiting for the owners of Follett Bookstore to issue the addendum to the current contract before following up on their proposal for PATHside because that would probably give the College more leverage. Dr. Gabert asked him to prepare a decision-making calendar for 25 Pathside.

c. 65-79 Sip

- At its March 10th meeting, the Committee gave approval to authorize Nadaskay Kopelson Architects to design a five-story library building with the capacity to add 13 additional floors at 65-79 Sip. Architects Peter James and Ralph Rosenberg gave a presentation on the design work pursuant to the March authorization.

The design included the following:

- an additional elevator;
- sufficient open space;
- every floor includes a faculty office and conference room; and
- a rooftop terrace to be used as a "green roof."

Ted Domuracki said that the existing building located at 81-83-87 Sip will be used as the new core to support the 65-79 Sip facility. The architects added that 65-79 Sip would need lateral bracing to accommodate adding up to 13 floors in the future. They explained that the taller the building, the more it acts like a sail under strong and windy conditions.

Ted Domuracki reported that MAST Construction is prepared to bid the project in August with construction starting in November, 2011.

**Motion to accept the design from Nadaskay Kopelson
Architects for a five-story library building at 65-79 Sip
Avenue with the capacity to add 13 additional floors.**

**Introduced by: James Fife
Seconded by: Adrienne Sires
Motion Passed**

▪ *Nacirema Environmental Services for Demolition of 65-79 Sip*

Jennifer Bogdanski reported that Nacirema Environmental Services has finally paid off their sub-contractors. The liens the subcontractors had filed have been discharged. She is waiting to receive the standard AIA forms.

d. *83-87 Sip (mezzanine level renovation)*

Troy Marzziotti has submitted bid information for the renovation of the mezzanine to Al Green, Purchasing Agent.

e. *870 Bergen Avenue (Glen Gabert, Frank Mercado and Ted Domuracki)*

At the previous meeting the Committee approved to have on-call architects DiCara Rubino explore possible options for adding labs in the Joseph Cundari building. A walk-through of the facility was conducted and a programming meeting was held on June 8th. The architects will follow-up with options on whether to renovate the space or the potential for building a smaller facility in the parking lot.

(continued...)

f. Welcome Center

- Certificate of Occupancy

Troy Marzziotti informed the Committee that final close out documents were submitted to the Port Authority on April 5th requesting the permanent permit to occupy. The Port Authority said it would submit the permit sometime in June. As of yet, Marzziotti said he had not received the permit and is working on bringing this situation to closure.

- RSC Architects

RSC Architects is seeking additional compensation in the amount of \$6,700 for additional services rendered due to repeated revisions on design documents requested by the Port Authority.

**Motion to submit payment to RSC Architects in
the amount of \$6,700 for additional services rendered
for the Welcome Center.**

**Introduced by: James Fife
Seconded by: Adrienne Sires
Motion Passed**

4. STATUS OF CHAPTER 12 APPLICATION (John Sommer)

John Sommer reported that the College received notification from the State of New Jersey's Facilities Committee that the College is estimated to receive \$7.5M in Chapter 12 funds by January 2012.

**5. CAPITAL BUDGETS AND RESPONDING TO BOARD OF SCHOOL
ESTIMATE INQUIRY (John Sommer and Glen Gabert)**

At the request of Abe Antun on behalf of Freeholder Chairman William O'Dea, Dr. Gabert, John Sommer and Frank Mercado attended the Freeholders' general caucus meeting to update them on the College's plans for use of Chapter 12 Funds. The general consensus from the Freeholders was that the new library should be a state-of-the-art library as well as one that could be used by the community at large.

(continued...)

6. LEASES FOR 26 JOURNAL SQUARE

Frank Mercado informed the Committee that the following leases expire at 26 Journal Square: 1) Bookstore, July 2012; and 2) the 14th floor, June 2012. The owners want notification regarding the College's intent by the end of June, 2011. The bookstore lease is non-renewable.

Hugh McGuire noted that if the College wants to extend the lease on the 14th floor, the stipulated option is for a four-year extension at \$27.56 a sq. ft., which would increase by 4% per year, resulting in a total of \$31.00 a sq. ft. The Committee gave him authorization to negotiate an extension for less than four years for both leases.

7. REAL ESTATE

a. Provident Bank Parcel (Netchert and Gabert)

William Netchert said the Provident Bank is selling three parking lots located across the street from 2 Enos Place. The bank has listed the property with a broker for \$550,000. The consensus was that the asking price was too high; the Committee decided not to pursue acquisition of the property but would continue to monitor this opportunity.

8. OTHER BUSINESS

a. Length of Follett Contract

Frank Mercado stated that he is waiting for representatives of Follett Bookstore to submit the addendum to the contract for another year.

b. Peter Stuyvesant Statue

Frank Mercado received a letter from Burns Brothers Foundry which has stored the Peter Stuyvesant Statue since February, 2010. The City of Jersey City will take possession of the statue. Burns Brothers is seeking payment from the College in the amount of \$4,785.00 for 14 months of storage. The Committee agreed to make the payment through the remaining funds from the budget for the construction of the Culinary Arts Plaza Park. This would result in closing out the contract for the project.

(continued...)

9. NEXT MEETINGS (proposed)

The Committee approved the following dates for future meetings.

Thursday, July 14th, 9:30 a.m.

Thursday, August 25th, 9:30 a.m.

Thursday, September 29th, 9:30 a.m.

Thursday, October 27th, 9:30 a.m.

10. ADJOURNMENT

The meeting was adjourned at 11:40 a.m.

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
August 16, 2011**

VIII. PERSONNEL RECOMMENDATIONS

1. RETIREMENTS

REPORTS/BACKGROUND

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>
Stanley Dabrowski	Instructor of Business	07/01/2011
<u>Name</u>	<u>Title</u>	<u>Effective Date</u>
Dr. Abegail Douglas-Johnson	Vice President of Academic Affairs	08/14/2011

RECOMMENDATION:

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

2. RESIGNATIONS

REPORTS/BACKGROUND

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>
Marita Esposito	Counselor, Career & Transfer Services	06/27/2011
<u>Name</u>	<u>Title</u>	<u>Effective Date</u>
Brian DiNuzzo	Head Tutor, English	07/01/2011
<u>Name</u>	<u>Title</u>	<u>Effective Date</u>
Walter Alex Henderson	Counselor	07/07/2011
<u>Name</u>	<u>Title</u>	<u>Effective Date</u>
Arjelia Garcia	Human Resources Assistant	07/15/2011
<u>Name</u>	<u>Title</u>	<u>Effective Date</u>
Nermine Hanna	Counselor	07/18/2011
<u>Name</u>	<u>Title</u>	<u>Effective Date</u>
Catherina Mirasol	Administrative Assistant	07/28/2011
<u>Name</u>	<u>Title</u>	<u>Effective Date</u>
Chae Sweet	Associate Professor	07/31/2011

RECOMMENDATION:

The President, the Administration and the Personnel Committee recommend that the Board of Trustees approve the Resignations as Personnel Recommendation Item No. 2.

3. APPOINTMENT OF STAFF**REPORTS/BACKGROUND**

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Annual Salary</u>
Damian Prince	Instructor, Accounting	08/15/2011	\$36,000 (pro-rated)

Note: This is a replacement for Stanley Dabrowski

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Annual Salary</u>
Gabriella Spinnato	Counselor	08/17/2011	\$38,000 (pro-rated)

Note: This is a replacement for Walter Alex Henderson.

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Annual Salary</u>
Idalia Chicas	Academic Lab Manager	08/17/2011	\$45,000 (pro-rated)

Note: This is a replacement for Georgia Brooks.

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Annual Salary</u>
John Delooper	Librarian (NHC)	08/17/2011	\$42,000 (pro-rated)

Note: This is an approved and new position.

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Annual Salary</u>
Oliva Montero	Library Clerical Assistant- Patron Services (NHC)	08/17/2011	\$25,000 (pro-rated)

Note: This is an approved and new position.

RECOMMENDATION:

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

4. TEMPORARY ASSIGNMENTS**REPORTS/BACKGROUND**

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Annual Salary</u>
Kareena Garcia	Instructor, English	08/15/2011 12/22/2011	\$18,000 (pro-rated)

Note: This is a temporary full time non tenure track faculty position.

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Annual Salary</u>
Craig McLaughlin	Instructor, Psychology	08/15/2011 12/22/2011	\$18,000 (pro-rated)

Note: This is a temporary full time non tenure track faculty position.

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Annual Salary</u>
Jacob Rosen	Instructor, Chemistry	08/15/2011 12/22/2011	\$18,000 (pro-rated)

Note: This is a temporary full time non tenure track faculty position.

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Annual Salary</u>
Lisa Todd	Instructor, English (Academic Foundations)	08/15/2011 12/22/2011	\$18,000 (pro-rated)

Note: This is a temporary full time non tenure track faculty position.

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Annual Salary</u>
George Garneau	Instructor, English (Academic Foundations)	08/15/2011 12/22/2011	\$18,000 (pro-rated)

Note: This is a temporary full time non tenure track faculty position.

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Annual Salary</u>
Joanna Karnicka	Instructor, ESL	08/15/2011 12/22/2011	\$18,000 (pro-rated)

Note: This is a temporary full time non tenure track faculty position

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Annual Salary</u>
Jo Rosa Rio	Instructor, ESL	08/15/2011 12/22/2011	\$18,000 (pro-rated)

Note: This is a temporary full time non tenure track faculty position

RECOMMENDATION:

The President, the Administration and the Personnel Committee recommend that the Board of Trustees approve the Temporary Assignments above as Personnel Recommendation Item No. 4.

5. TEMPORARY CONSULTANT ASSIGNMENT

REPORTS/BACKGROUND

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Annual Salary</u>
Frank Bosco	Consultant	08/17/2011 11/28/2011	\$100.00/hr (Total cost: \$10,000)

Note: Consultation, assessment of current Ceramics lab and its needs (North Hudson Campus).

RECOMMENDATION:

The President, the Administration and the Personnel Committee recommend that the Board of Trustees approve the Temporary Consultant Assignment listed above as Personnel Recommendation Item No 5.

6. MODIFICATIONS OF STAFFING TABLE EFFECTIVE AUGUST 16, 2011**REPORTS/BACKGROUND**

<u>Name</u>	<u>Title Change</u>	<u>Annual Salary</u>
Maureen Sheridan	FROM: TFT Assistant to the VP for Academic Affairs TO: Director of College Life	\$70,000

RECOMMENDATION:

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

**7. APPOINTMENT OF ADDITIONAL NEW & CONTINUING PART-TIME HIRES: AUGUST 17, 2011 -
- JUNE 30, 2012**

Last Name	First Name	Department	Title
Patel	Dharmin	Enrollment Services	Student Ambassador
Yadav	Jay	Enrollment Services	Student Ambassador
Rosen	Jacbo	Health Science & Technology	Temporary Lab Technician
Alberto	Grisel Maria	Information Technology	Instructional Lab Assistant
Ayala	Alejandra	Information Technology	Instructional Lab Assistant
Cruz	Rosa	Information Technology	Instructional Lab Assistant
Gonzalez	Stephanie	Information Technology	Instructional Lab Assistant
Marquez	Martha	Information Technology	Instructional Lab Assistant
Ruiz	Nasbill	Information Technology	Instructional Lab Assistant
Tadros	David	Information Technology	Instructional Lab Assistant
Luk	Jonathan	Instructor	Community Education
Rios	Emir	Lab Assistant	Library
Cruz Guevara Jr.	Ramon	Library	Library Clerical Assistant
Chen	Sian	Library	Librarian
Finnegan-Hurley	Mary	Library	librarian
Patel	Kiran	Library	Librarian
Scherler	Kate	Library	Librarian
Watson	Horace	Security Coordinator	Security & Safety
Schall	Douglas	Tutorial Services	Tutor
Taylor-Tate	Dominique	Tutorial Services	Tutor
Villafane	Melissa	Tutorial Services	Tutor

RECOMMENDATION:

The President, the Administration and the Personnel Committee recommend that the Board of Trustees approve the Appointment of Additional New Part-time Assignments listed above as Personnel Recommendation Item No. 7.

RESOLUTION:

NOW, THEREFORE BE IT RESOLVED that the Board of Trustees approve the recommendations of the President, the Administration and the Personnel Committee as outlined above in **Item VIII. Personnel Recommendations 1-7:** (1) Retirements (2) Resignations (3) Appointment of Staff, (4) Temporary Assignments (5) Temporary Consultant Assignment, (6) Modifications of Staffing Table (7) Appointment of Additional New Part-Time Hires.

INTRODUCED BY: James Fife

SECONDED BY: Karen Fahrenholz

DATE: August 16, 2011

Fahrenholz, Karen	<u>AYE</u>
Fife, James	<u>AYE</u>
Kenny, Roberta	<u>ABSENT</u>
Kosakowski, Joanne	<u>AYE</u>
Lee, Bakari	<u>AYE</u>
Sires, Adrienne	<u>AYE</u>
Stack, Katia	<u>AYE</u>
Zampella, Alfred	<u>AYE</u>
Netchert, William, Chair	<u>AYE</u>

8 Ayes..... 0 Nay

*****RESOLUTION ADOPTED****

Jennifer Oakley 8-16-2011
Signature of Recorder Date

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
August 16, 2011**

VIII. PERSONNEL RECOMMENDATIONS

8. HUDSON COUNTY COMMUNITY COLLEGE NON-DISCRIMINATION/ANTI-HARASSMENT POLICY

REPORTS/BACKGROUND:

On August 12, 2008 the Board of Trustees approved a revised Non-Discrimination/Anti Harassment Policy. That policy contains the stipulation that it will be reviewed annually and amended as appropriate.

RECOMMENDATION:

The President, the Administration, and the Personnel Committee has conducted its annual review and submits the attached updated Hudson County Community College Non-Discrimination/Anti Harassment Policy for approval.

RESOLUTION:

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees approve the attached Hudson County Community College Non-Discrimination/Anti Harassment Policy.

INTRODUCED BY: Katia Stack


SECONDED BY: Adrienne Sires

DATE: August 16, 2011

Fahrenheit, Karen	<u>AYE</u>
Fife, James	<u>AYE</u>
Kenny, Roberta	<u>ABSENT</u>
Kosakowski, Joanne	<u>AYE</u>
Lee, Bakari	<u>AYE</u>
Sires, Adrienne	<u>AYE</u>
Stack, Katia	<u>AYE</u>
Zampella, Alfred	<u>AYE</u>
Netchert, William, Chair	<u>AYE</u>

8 Ayes..... 0 Nay

*****RESOLUTION ADOPTED****

 8-16-2011
Signature of Recorder Date



HUDSON
COUNTY
COMMUNITY
COLLEGE

HUDSON COUNTY COMMUNITY COLLEGE
NON-DISCRIMINATION/ANTI-HARASSMENT POLICY

Human Resources Department: Policies and Procedures
Effective August 17, 2011

HCCC NON-DISCRIMINATION/ANTI-HARASSMENT POLICY

Hudson County Community College (hereinafter referred to as the "College ") has a strong commitment to provide a work environment free from unlawful harassment based on sex, affectional or sexual orientation, race, color, religion, national origin, age, disability, ancestry, atypical hereditary cellular or blood trait (AHCBT), liability for service in the Armed Forces of the United States, creed, handicap, marital status, familial status, genetic information, refusal to submit to genetic testing, refusal to provide genetic information, or nationality of that person or that person's spouse, partners, members, officers, managers, superintendents, agents, employees, business associates, suppliers, or customers (collectively the "protected classifications"). The College will not tolerate unlawful harassment. Acts or incidents of unlawful harassment should be promptly reported in accordance with the procedures outlined below. The College will promptly investigate all reports of unlawful harassment. Employees who violate this Policy will be subject to disciplinary action up to and including termination from employment. Employees who violate this Policy also risk personal legal liability.

PURPOSE:

To ensure all employees of the College a work environment free of any type of unlawful discrimination, including freedom from harassment on the basis of any protected classification.

PROVISIONS:

1. **Improper Conduct:** Instances that may violate the College's policy against harassment and which may result in disciplinary action include the following:

- Unwelcome remarks and actions based on the protected classifications. This may include, but is not limited to, inappropriate jokes, comments or posted materials.
- Threats or suggestions that an employee's employment work status will be adversely affected based upon the protected classifications.
- Affecting or denying employment opportunities or benefits to an employee based upon the protected classifications.
- Engaging in a negative tangible employment action based upon the protected classifications.
- Retaliation against an employee who has reported any alleged violation of this Policy or participated in an investigation related to this Policy.

2. **Sexual Harassment:** An important note must be made with respect to sexual harassment. Sexual harassment is defined as any unwelcome advance or request for sexual favors or any conduct of a sexual nature where:

- Submission is made explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of the harassing conduct is threatened to be used, as the basis of employment decisions; or
- Such conduct has the purpose or effect of substantially interfering with an individual's work or creates an intimidating, hostile, or offensive working environment.

Sexual harassment is different from sexual attraction or flirtation. Sexual harassment is unwelcome sexual attention which is demeaning and causes the recipient distress. Sexual harassment does not refer to occasional inoffensive compliments. However, comments or behavior which may be

intended to be complimentary may be viewed by the recipient as unwelcome and a form of sexual harassment.

3. Supervisory Personnel: Every supervisor is responsible for preventing and reporting unlawful harassment. Failure to take action to stop unlawful harassment may be grounds for disciplinary action. Special care must be exercised by supervisors and managers whose actions or remarks may be mistakenly perceived as unlawful harassment. The subordinate may feel inhibited and may not disclose the unwelcome actions or remarks by the supervisor or person of higher rank. Unlawful harassment is not limited, however, to employees of different rank.

4. Complaint Procedure: Any employee who feels that he or she has been subject to harassment or has knowledge of a violation of this Policy should promptly report the incident directly to the Compliance Officer, Maureen Sheridan. The designated alternate Compliance Officer is Frank Mercado. In the Compliance Officer's absence, or if circumstances prevent reporting the incident to the Compliance Officer, the employee can report the complaint to the alternate Compliance Officer. If circumstances prevent reporting the incident to the Compliance Officer or the alternate Compliance Officer, the employee can report the incident directly to the President of the College. A complaint of harassment under this Policy shall be investigated in a timely manner by an individual designated by the Compliance Officer or the President.

The College President will report to the Board of Trustees on an annual basis the name of the designated Compliance Officer, who will be required to report directly to the President.

A. The complaint filed must include the following information:

- (1) The name and department of the complainant;
- (2) The name and department of the charged party;
- (3) The nature and circumstances, in detail, of the alleged harassment, including but not limited to the injuries or consequences suffered by the complainant, the names of any witnesses to such actions and the duration of the actions questioned; and
- (4) Whether such harassment has been previously reported to a supervisor or other person, and if so, when and to whom.

B. Nothing in this section shall prevent the complainant from providing other information or documents he/she believes are essential to the fair adjudication of their case.

C. The initial complaint may be made orally or in writing. If the complaint is made orally, the Compliance Officer or the alternate shall reduce same to a written document, which shall, if it is deemed accurate, be signed by the complainant. If an individual is uncomfortable in making a written complaint, the College may proceed with its investigation without a formal written complaint.

5. Investigation Procedure: Once a complaint has been registered or a harassment situation has become known to the College, a prompt, fair and thorough investigation will be conducted to determine the meritorious character of the complaint.

If the College determines that unlawful harassment has occurred in violation of this Policy, the individual who engaged in such harassing conduct shall face immediate and appropriate disciplinary action based upon the severity of the complaint and any prior history of past charges made against the individual and disciplinary action involving the individual. Disciplinary action may include being suspended without pay pending any required hearing, a written warning, suspension, demotion, and/or termination of employment.

6. **Privacy:** The College encourages victims of harassment to bring their complaints to management by ensuring that no reprisals or retaliation will result against such complaining individual as a result of the good faith reporting of harassment. In addition, anyone who assists in the filing of a complaint or in the investigation of a claim of harassment will be protected from reprisals and retaliation. Reprisal or retaliation may be the basis of a separate complaint, even if the complaint of harassment may be found to be without merit.

To the fullest extent possible, and so long as it does not inhibit the conducting of an investigation, all persons involved with a harassment complaint will be given the utmost protection of privacy.

7. **Liability:** Because the College prohibits harassment of its employees in any form, any individual charged with harassment in a civil action or by way of an administrative complaint shall be solely responsible for paying all costs of defense and/or any damages resulting there from which are awarded by any proper court of law or after an administrative hearing.

8. **False Accusations:** Since a charge of harassment is a grave and serious one, false accusations of harassment are, and will be treated as, a disciplinary offense and will result in a level of punishment appropriate for a person engaging in such behavior.

Any employee with questions regarding the College's Harassment Policy may contact the Compliance Officer.

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
August 16, 2011**

VIII. PERSONNEL RECOMMENDATION

9. APPOINTMENT OF ADJUNCT FACULTY POOL FOR THE 2011-2012 ACADEMIC YEAR

REPORT/BACKGROUND

HCCC provides opportunities for students to enroll in credit-bearing courses several times during the academic year. Since 1994, class offerings have expanded from the standard 15-week fall/spring semesters to two 6-week summer sessions, a 2-week winter intersession and three opportunities for exiting basic skills through 1-week math/algebra express courses. Staggered start dates for class offerings and protracted registration periods make this expansion possible.

The College's ability to offer approximately 2500 course sections each academic year rests, in part, on the availability of a pool of qualified adjuncts to teach an increasing percentage of classes. Since adjunct faculty supplement full-time faculty, their actual assignments each semester are contingent on course enrollment and are made on an as-needed basis.

The number of adjuncts required in the fall and spring semesters has increased from 130 in Fall 1990 to approximately 400 in Fall 2010. The majority of adjuncts serve HCCC from one to four consecutive semesters. Some are long-term employees, serving in excess of 13 consecutive semesters. Adjunct course loads range from 3 to 12 credits per semester. The appointment of adjunct faculty for the Academic year (September 1 through August 31) is subject to the following provisions:

1. Adjunct faculty must have an appropriate degree in the assignment discipline or closely related area and must be eligible for employment in the United States.
2. Reassignment in a subsequent semester/enrollment period is contingent on (a) performance as determined by supervisory and student evaluations, (b) course enrollment, and (c) maintaining full-time faculty assignments.
3. Adjunct faculty assignments will not exceed 12 credits per semester/enrollment period or a total of 27 credits per academic year. Approval of the President is required for assignments in excess of twelve credits/contact hours in any semester/enrollment period.
4. Each adjunct faculty, once assigned, will be provided a contract indicating the specific class assignment(s) and compensation.
5. All adjunct faculty are designated 'instructors' and are compensated at the per-credit/contact hourly rate of \$600-\$630 based on the number of semesters of teaching at HCCC. This rate structure was approved by the Board of Trustees on November 23, 2010.
6. Following each enrollment period, a listing of all adjuncts, their specific assignments and compensation will be available for Board review and maintained by the Office of Academic Affairs and the Office of Human Resources. The listing will include also, overload assignments for full-time employees; that is, course sections taught by full-time faculty and administrators in excess of their contractual responsibilities.

7. Additional adjuncts required for any enrollment period will be brought to the Board of Trustees for approval throughout the course of the academic year, as-needed.

RECOMMENDATION:

The President, the Administration and the Personnel Committee recommend that the Board of Trustees approve the Appointment of Adjunct Faculty Pool for the 2011-2012 Academic Year above as Personnel Recommendation Item No. 9.

RESOLUTION:

NOW, THEREFORE BE IT RESOLVED that the Board of Trustees approve the recommendation of the President, the Administration and the Personnel Committee as outlined above in **Item VIII. Personnel Recommendation:** (9) Appointment of Adjunct Faculty Pool for the 2011-2012 Academic Year

INTRODUCED BY: Katia Stack

SECONDED BY: Karen Fahrenholz

DATE: August 16, 2011

Fahrenholz, Karen	<u>AYE</u>
Fife, James	<u>AYE</u>
Kenny, Roberta	<u>ABSENT</u>
Kosakowski, Joanne	<u>AYE</u>
Lee, Bakari	<u>AYE</u>
Sires, Adrienne	<u>AYE</u>
Stack, Katia	<u>AYE</u>
Zampella, Alfred	<u>AYE</u>
Netchert, William, Chair	<u>AYE</u>

8 Ayes..... 0 Nay

*****RESOLUTION ADOPTED****

Jennifer Oakley
Signature of Recorder

8-16-2011
Date

ITEM VIII (9)

ATTACHMENT A

ADJUNCT FACULTY ACADEMIC YEAR 2011-2012

ABBASI, SYED
ABDERDEEN, LUKISHA
ABDUAL-SABUR, FATI
ABUHOURLAN, MANAL
ADADEER, KAMEL
ADEWUMI, EDITH AMINATA
ADINEGORO, ARWITA
ADO, GUSTAVE
AFTAB, MOHAMMED
AGURRE, LOURDES L.
AHMED, MARYSTELLA
AILES, EMERY
ALBANESE, RICHARD
ALJAMAL, FAISAL
ALLAM, NEHAL
ALTAMIRANO, ROBERTO
AMBROSIO, LOUIS J.
AMELINE, LILIANA Z.
ANDERSON, KEITH
ARMANIOUS, SOLA
ARVANETES, HARRIET S.
ASHMEADE, RENEE
ASKARY- LANGAROU DY, NINA
ATIENZA, NORMITA
BACH, ALISON
BACY- BOONE, TSA
BAIG, MIRZA
BAILEY, ADAM
BAIZA, NELSON
BAKER, KELLY
BALOGUN, SHAREEF
BAMPER, ED
BARBANT, NATHEN
BEKHIT, MAHER
BEKOE, ERIC
BEKRALAS, RACHID
BEKRELAS, JULIAN
BELLAN-BOYER, LISA
BELLEZA, ANA
BELTRAN, PETER
BENDAOU D, MERIEM
BENDER, PATRICK
BENGOCHEA, ALINA
BERMAN, DOUGLAS
BEYA, PAOLA R.
BLAIR, ANNETTE
BOBEA, JENNY
BORDA, JULIAN
BORDEN, SARAH GARDNER
BORS, CHRISTOPHER
BOSCH-TEJERA, ISORA
BOTROS, MAGDY
BROOKS, EMILY
BROOKS, EMMA M.

BROWN, STUART R.
BROWNING, DANIEL
BUCHHOLTZ, JOEL
BUCKLEY, KATHRYN
BURCKHARDT, JACOB
BURKE, COREY E.
BURRIS, TROY
BUSH, ZACHARY C.
BUTTIGHERI, JOSPEH
BUZINKAI, JOHN
BYRNES, KRISTEN
CADOGAN, GAIL
CAFONE, ROSE
CAMPBELL, REBECCA L.
CAMPBELL, STEPHAN
CAMPION, JOHN
CAREW, EMILY
CAREY, CHARLES
CARTER, ANETA BRACZYK
CASANOVA, JOSE
CHARMELLO, MICHELLE
CHOUDHURY, RUHMA K.
CIL, MAYDA
CLARK, CHINA
CLODE, ANTHONY
COFONE, ROSE
COLEMAN, ERIC S.
COLEMAN, JAMAITA
COLEMAN, TI
CONTRARES, MICHAEL
CONWAY, ELIZABETH
CORCORAN, DARYL D.
CORDERO, JOSEPH
CORWIN, WALTER
COSTANZO, BERNADETTE
COVIELLO, JAMES A.
CRADDOCK, IESHA
CULLOUGH, WESLEY MC
CURRY, MONICA
CZEKAJ, MONIKA
DALTON, ROSE
DASILVA, SUSAN
DAUGHTRY, SHARON
DAWIDEZYK, MONIKA
DE FINA , ROBERTO
DEER, NOELLE C.
DEL ROSSO, IRENE M.
DELGADO, CLAUDIA
DEN HERDER, SUSAN
DESEMBRANA, ROSANNA
DESTIN, LYONEL
DEWAN, MICHAEL
DIFABIO, LINDA A.
DOKU, PHILLIP

ADJUNCT FACULTY ACADEMIC YEAR 2011-2012

DOMINGO, ELAINE
DOMINGUEZ, JOSE
DORDON, MICHELE E.
DORSEY, JOAN
DOYLE, PAMELA
E DWARDS, JEFFREY
EADY, LYNN
ECHERRI, CARMEN
EFRUS, RITA
EICHORN, MICHELE
EKWONYE, ANGELA
EL MAHJOUBI, MOHAMED
EL-ASSA, AOMAR
ELLIOTT, DAVID
ELLIOTT, KRISTEN
EL-SHERBEINI, MOHAMED
EPPS, BRYAN
EREN, NURSEN
ESTRADA, MARIA
EVERTSEN, WILLIAM B.
EWART, TATEK A.
FARES, NOR
FARHAT, MANSOUR
FLEISHER, FRED
FLORESCU, FLORINA
FREIMAN, ALLISON
FOSTER, ALLEN
GAMBINO, RUSSELL
GANIYU, HUSSEIN
GARDER, TIMIA LIGON
GARDINER, MURV
GARNEAU, GEORGE
GASKIN, REINALDO
GAZSI, SHIRLEY
GERON, ELIZABETH
GETUGI, JEREMIAH
GHARBARAN, REJENDRA
GIBSON, PAUL
GILL, KARINA
GILLIAM, TANYA
GLOVER, CYNTHIA
GOLDSTEIN, SHOSHANA
GOMEZ, ANDREA
GOMEZ, NERYS
GONZALEZ, CARMEN
GORDON, MARK
GORDON, TODD
GRACIA, KAREENA B,
GRAHAM- WILSON LESLIE
YOLANDA GRANT
GRIMALDI, ROSE
GURAL, ROGER
HALL, VERNON
HAMER, ROBERT

HANNS, CHRISTIAN
HARLLEY, KOMLA
HARMON, JOAN
HASHMI, ALI MUSTABA
HAWKINS, CYNTHIA
HAYNES, CLYDE
HAYNES, LASEK, NANCY
HEDHLI, NADIA
HOLUB, ALEXANDER
HOUSNY, ABDUL
HUSAIN, MOHAMMED
IDDRISU, AL HASSAN
ILINA, REZEDA
ISRAEL, BARSOUM SAROUFIME
IZARO, ERA
JARA-LINDAO, GISELLA
JAVOID, ATHAR
JEAN, YOUDELKA
JENNINGS, ARMANI
JIMENEZ, JAUN
JONES, FLORINE
JONES, PAULA
JORDAN, JOSH
JOYNER, TANYA
JUDGE, REGINA
JULIEN, SHERLENE
KABIR, RUBAIYAT
KADKO, SAM
KAMEL, HELEN
KAMINSKI, JOSEPH
KANTER, DEBORAH
KARNICKA, JOANNA
KEITA-WILLIAM, FANTA
KEITGES, MARK J.
KHOUKHI, MOHAND
KILMCHAK, AMRE
KILROY, KEVIN
KING, TULIP LAMONE
KOLBINGER, RON
KONIG, BARBARA
KOURTIS, ALEXIOS
KOVARCIK, STEPHEN
KOZAKIEWICS, MELISSA
KRESS, SALLY
KUTUBUDDIN, NIPON
LAFERRA, VITO
LAMPRECHT, FRANZISKA
LANE, VICTORIA
LANIA, FRANCO
LASHKARI, AMIR
LAWRENCE, ANA
LEE, ERIC J.
LEE, MICHAEL
LEE-MONTANI, CHOW YING

ADJUNCT FACULTY ACADEMIC YEAR 2011-2012

LIPSKI, STEHEN
LIVESAY, LEWIS
LOBATO, GRACIELA
LORIO, BRIAN CHARLES
LUBIN, MATTHEW
MAC DONALD, ANDREW
MACADAM, SMITH
MACDONALD, RITA
MACINNES, JAMES
MADISON, TAMARA J.
MAGHAMI, BEHZAD
MALUCHNICK, DENNIS
MANSOUR, SARAH
MARR, ADAM
MARSH, DENELL
MARTIN, HANNAH
MARTINELLI, GINA
MARTINEZ, MARIA
MARTTZ, KARL
MARTUCCI, JEANETTE
MASTER, YOGESH
MATAMOROS, JONATHAN
MAZZOURI, ABDERRAHIM
MBOW, ABDOU
MC CARTHY, MICHAEL P.
MC NAMARA, REGINA
MCCULLOUGH, WASLEY
MCFADDEN, SYREETA
MCKEON, RITA
MCLAUGHLIN, CRAIG
MCMULLEN, DENNIS
MENDEZ, JOSE
MESA, RAUL
MIGNOLI, ERNEST
MOHAMMED, NAZAM
MONDEJAR-NICARCIO, MARIA
MONTAS, VICTOR
MOONEY, JEFFREY M.
MORALES, DANIEL
MORAN, OPHELIA C.
MORRISON- QUERIDO, FELICIA
MORUZZI, VICTOR
MOUJTAHID, TARIQ
MUKHERJEE, SHARMILA
MULHOLLAND, MARYBETH
MULVANEY, NANCY
MUNZ, DIANA
NAIMAH, BRADLEY
NAZIRUDDIN, MUHAMMAD
NKEMAKOLAM, JOHN
NOLLEZ, KERWIN
NOURAVI, MANDY
NOWLIN, RYAN
NURSE, BRIANA

NYAKANGA, WALTER
OCAMPO, NORBERTO
ODEN, RUTH
OKAFOR, GABRIEL
OLEFOROH, ANTHONY
OLIVERA, PEGGY
OLIVEROS, ROSARIO
OZOKA, MARYANN
PAK, STONY
PAP, ALINA M.
PASCALE, BRUNO
PASCALE, FRANK
PATEL, HIRAL
PERKINS, KEITH
PERRY, ROBERT
PETERSON, BRUNCE
PETRINO, LAUREN
PHANOR, ELI
PHILLIPS, RODNEY R.
PIATKOWSKI, DENNIS
PIRYAEL, SHABNAM
PLATT, JOSEPH
PODRYADCHIKOVA, YADVIGA
POPOOLA, AKINADE
POWELL, MICHELLE
PREZIOSO, MICHELE
PUALEY, JARED
PUKDEEDAMRONGRIT, ANUCHIT
RAMIREZ, DOUGLAS
RAOUDI, HASSANE
RAPPLEYE, JON
RAZA, QAMAR
REIMER, CYNTHIA A.
RESSLER, ELLEEN
REYES, GLIDA
RICCIARDONE, GAETANO
RIDEL, ALAIN
RIVERA, ANA
RIVERA, CARMEN
RIVERA, TONYA
ROBB, SYLVIA
ROCHE, TIMOTHY
RODRIGUEZ, JUAN
RODRIGUEZ, RAFAEL
ROMAN, MADELINE
ROSARIO, JOSE
ROSSILLI, DENISE
ROWELL, DIANNA
ROYER, AARON
RUBIN, ANDREW
RUSSELL, DAVID
SABADO, JOSEPH
SAIDU, SHARAFDEEN
SAKANOKO, FATIMAT

ADJUNCT FACULTY ACADEMIC YEAR 2011-2012

SALERNO, CARMINE
SALLEM, HAFIZ
SAROUFIME ISRAEL, BARSOUM
SATHASIVAM, KRISHNAN
SAUNDERS, DANIEL
SCHADE, CHRISTOPHER
SCHEDUER, JUDITH
SCHNEIDER, LAWRENCE
SEGRAVES, JAMIE N.
SELIGSON, JESSE
SERME, ABDARAMANE
SHAMBURG, JOHN
SHAPIRO, LYNNE
SHARROCK, JAMES
SHEFFIELD, EMMA
SIMON, PAUL
SIMON, VICTORIA
SIMS, HOWARD
SIMS, VERONICA
SIMPSON, LEO
SINGLETON, JOHN MARRIOT
SKLAR, ROBYN
SMITH, DEBRA
SOLUADE, OEROLA
SOMASUNDARAM, PAMATHI
SOTO, YVONNE
SPIRIDAKOS, GEORGIA
SPIVACK, CHARLES
STAMAS, LEON
STEETER, EDWARD C.
STEINHAEUER, EDDY
STOKES, ANTHONY
STRAUSSBERG, MICHELLE R.
STRAZZA, ATHONY
STREETER, EDWARD
SUAREZ, JANICE
SZARKO, JANICE
TAHROUR-YAGOUBI, SALIHA
TARA, KRAENZLIN

TARMU, ELDAD
TAYLOR, ANN
TAYLOR, TONI
TAYLOR, TONISHA
TEKE, METIN
THOMAS, MICHELLE
THOMAS, RIMPLE M.
TYUPKINA, OLGA
UGWUOZOR, FELIX
VALCARCEL, ALICIA
VALENCIA, JENNIFER
VALLADARES, DELMIRA
VAZQUEZ, ROSA
VAZQUEZ, ROSHNEE
WADHWANI, USHA
WAHL, HEATHER
WALKER, CALVIN
WALLACE, JASON
WALLJASPER, ROBERT
WALTERS, MICHAEL
WALTKINS, ROBIN
WANG, BING Q.
WEBB, TONJA
WEDDERBURN, KIMBERLY
WEIMAR-ELKAS, SONDRAL
WERRELL, MARSHA
WHITAKER, LORREN
WHITEMAN, STEPHEN
WILLIAMSON-MCKIE, TANEYA
WILSON, STEVEN A.
WILSON-GODEAU, JOAN
WINGARD, CLEOPATRA
WOLFE, CHANELLE
WORRELL, MARSHA
ZAINITZ, LINDA
ZAPPY, MARK
ZAWADZKI, MARY FRANCES
ZEA, URIEL

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
August 16, 2011**

IX. ACADEMIC AND STUDENT AFFAIRS

1. Rental of New Jersey City University's Laboratory for HCCC Microbiology Classes

REPORT/BACKGROUND

Microbiology is a required course for selected academic transfer, health-related and our growing Cooperative Nursing Programs. The College has no microbiology laboratory facilities on campus. In order to provide such facilities for HCCC students, for the past 11 years, the College has been utilizing a 24-station Microbiology Lab at New Jersey City University (NJCU). It is anticipated that for Academic Year 2011-2012 the College will use the laboratory for approximately 1,120 hours - 3 sections (80 hours each) in both Summer I and II, 4 sections in Fall 2011 and Spring 2012- at an estimated cost of \$42,000 – representing a 36% increase in hours and 10% increase in cost over the previous year. Additionally, HCCC will pay NJCU an estimated cost of \$13,000 for the provision of lab supplies as well as pay for two lab assistants at the NJCU pay scale. If enrollment increase necessitates additional class sections, the above costs will increase proportionately. HCCC is required to forward the Liability Insurance Certificate to NJCU and will reimburse the university upon receipt of an invoice.

RECOMMENDATION

The President and the Administration recommend that the Board of Trustees authorize the President to execute an agreement within the perimeters set forth above between Hudson County Community College and New Jersey City University for the use of Microbiology facilities and provision of lab supplies for the 2011-2012 academic year.

2. Renewal of a Separate Memorandum of Understanding Between: (A) HCCC and Bayonne Medical Center School of Nursing and (B) HCCC and Christ Hospital School of Nursing for the AS Cooperative Nursing Program; and (C) HCCC and Liberty Health Care System - Jersey City Medical Center for the AAS and Certificate Paramedic Science Program

REPORT/BACKGROUND

For reasons of facility and costs, HCCC's ability to offer certain degree and certificate programs is contingent on establishing critical collaborative partnerships with other institutions. The partnerships include the joint development and ongoing review of curriculum and the shared responsibility for the provision of equipment, classrooms and faculty to teach specified courses.

Currently HCCC offers an A.S Cooperative Nursing program in collaboration with the Schools of Nursing of (1) Bayonne Medical Center (BMCSN) and (2) Christ Hospital (CHSN); an AAS and Certificate Paramedic Science program in collaboration with Jersey City Medical Center (JCMC); and an A.S. Respiratory Care in collaboration with The University of Medicine and Dentistry, New Jersey – School of Health-Related Professions (UMDNJ-SHRP).

Implemented in June 1999, the Cooperative Nursing Program includes 37 credits of general education, healthcare fundamentals and science courses (taught by faculty employed directly by HCCC) plus 33 credits of nursing practice/clinical courses (taught by faculty employed directly by each respective Hospital School of Nursing). To date, approximately 735 students have successfully completed the program.

Implemented in September 2003, the Paramedic Science Program consists of 33 credits of general education and science courses (taught by faculty employed directly by HCCC) and 30 credits of

paramedic lecture/lab courses (taught by faculty employed directly by Jersey City Medical Center). To date, over 55 students have successfully completed the program.

Subject to an annual review and renewal for a period of one year for BMCSN and CHSN, and two years for JCMC, a separate Memorandum of Understanding between HCCC and each School of Nursing and between HCCC and Jersey City Medical Center delineates the shared curriculum, recruitment, administrative and advisory structure as well as the instructional and fiscal responsibilities of each partner institution. (ATTACHMENTS I – III)

RECOMMENDATION

The President and Administration recommend that the Board of Trustees authorize the President to execute a separate Memorandum of Understanding between: (1) HCCC and Bayonne Medical Center School of Nursing and (2) HCCC and Christ Hospital School of Nursing for the AS Cooperative Nursing Program; and (3) HCCC and Jersey City Medical Center for the AAS and Certificate Paramedic Science Program as set forth in Attachments 1 - III.

3. **'Affiliate Faculty' Status for (A) the Nursing Instructors at Bayonne Medical Center School of Nursing and Christ Hospital School of Nursing – Partner Institutions for HCCC's A.S. Cooperative Nursing Program; and for (B) the Paramedic Science Instructors at Jersey City Medical Center, Partner Institution for HCCC's A.A.S./Certificate Paramedic Science Programs**

REPORT/BACKGROUND

In August 2006, the Board of Trustees established the category of "Affiliate Faculty" in recognition of the critical role of faculty at the collaborating schools in the development, success, continuing certification and future survival of the programs; the need to cement the partnerships fully; and consistent with the provision outlined in the Board-approved Memoranda of Understanding among the partners. The policy, outlined below, specifies the conditions for granting "Affiliate Faculty" status:

1. Full-time faculty members (employed by a collaborating institution) whose principal professional obligation is the provision of instruction for students enrolled in the existing HCCC collaborative programs (AS Cooperative Nursing and AAS Paramedic Science) and any other similar program that HCCC may implement.
2. Appointment is for a one-year term at the sole discretion of HCCC.
3. No tenure, promotion or other rights are implied.
4. HCCC is not responsible for the salary and other terms of employment, including benefits.
5. Affiliate faculty members are not participants in HCCC's collective bargaining units.
6. Affiliate faculty members report directly to the directors of their employing institution. They are considered honorary members of the academic division in which their program resides and, as such, are eligible to participate in meetings of the Division and/or the Academic Affairs Council and/or any of its subcommittees when relevant curriculum topics are discussed. They do not have voting privileges when attending these sessions.
7. The title of affiliate faculty may be withdrawn at anytime without assigning or ascribing reasons.

For AY 2011-2012, a total of 20 nursing instructors from our three Hudson County partner institutions meet the criteria for "Affiliate Faculty" status (ATTACHMENT IV).

HCCC's A.S. Cooperative Nursing and A.A.S. Paramedic Science programs exemplify the collaboration among educational institutions recommended by the New Jersey Commission on Higher Education in "A Blueprint for Excellence – Update 2005: New Jersey's Long-Range Plan for Higher Education". This sharing of resources facilitates the offering of a degree program. It does not involve payment for contractual services.

RECOMMENDATION

The President and Administration recommend that the Board of Trustees approve the granting of "Affiliate Faculty" status for Academic Year 2011-2012 for nursing instructors teaching at the Schools of Nursing of Bayonne Medical Center and Christ Hospital; and for paramedic science instructors teaching at Jersey City Medical Center, partner institutions for the A.S. Cooperative Nursing and A.A.S./Certificate Paramedic Science programs, respectively.

4. HCCC's Academic Calendar for AY 2012-2013 (Fall 2012, Spring & Summer 2013)

REPORT/BACKGROUND

HCCC proposes an academic calendar for AY 2012-2013 enabling the availability of information about registration, classes and other College events for a two-year period. The calendar includes the traditional 15-week spring and fall semesters; a two-week winter inter-session; two six-week summer sessions; two-week Basic English Express and four-day express sessions for Basic Mathematics and Algebra immediately preceding the fall and spring semesters, respectively; and separate start/end dates to facilitate our new 7.5 week and 15 week distance education classes and the expanding dual enrollment classes for high school students.

To accommodate these enrollment opportunities for students and overcome the challenge of overlapping dates and insufficient time to process grades between the spring semester/summer classes due to official Monday holidays, the Easter/Spring recess has been combined into one week with the endorsement of the Professional Association. Another new feature of the academic calendar is the merging of two formerly separate professional development events (College Service Day and Convocation) into a two-day comprehensive college-wide experience in mid-August and the adjustment of registration dates to facilitate participation of all full-time employees including faculty, administrators and staff members.

The calendar was developed with input from students, faculty and administrators from the Academic, Student Affairs, Communication, Bursar and Human Resources departments. It is subject to change in response to inclement weather or other contingencies. (ATTACHMENT V)

RECOMMENDATION:

The President and Administration recommend the Board of Trustees approve the Academic Calendar for Fall 2012 - Summer 2013.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees accept the recommendation of the President and the Academic and Student Affairs Committee as outlined above in Item IX: (1) Rental of New Jersey City University's Laboratory for HCCC Microbiology and Ecology Classes; (2) Renewal of a Separate Memorandum of Understanding Between: (A) HCCC and Bayonne Medical Center School of Nursing and (B) HCCC and Christ Hospital School of Nursing for the AS Cooperative Nursing Program; and (C) HCCC and Liberty Health Care System - Jersey City Medical Center for the AAS and Certificate Paramedic Science Program; (3) 'Affiliate Faculty' Status for (A) the Nursing Instructors at Bayonne Medical Center School of Nursing and Christ Hospital School of Nursing – Partner Institutions for HCCC's A.S. Cooperative Nursing Program; and for (B) the Paramedic Science Instructors at Jersey City Medical Center, Partner Institution for HCCC's A.A.S./Certificate Paramedic Science Programs; and (4) HCCC's Academic Calendar for AY 2012-2013 (Fall 2012, Spring & Summer 2013).

INTRODUCED BY: James Fife

SECONDED BY: Karen Fahrenholz

DATE: August 16, 2011

Fahrenholz, Karen	<u>AYE</u>
Fife, James	<u>AYE</u>
Kenny, Roberta	<u>ABSENT</u>
Kosakowski, Joanne	<u>AYE</u>
Lee, Bakari	<u>AYE</u>
Sires, Adrienne	<u>AYE</u>
Stack, Katia	<u>AYE</u>
Zampella, Alfred	<u>AYE</u>
Netchert, William, Chair	<u>AYE</u>

8 Ayes..... 0 Nay

*****RESOLUTION ADOPTED****

Jennifer Oakley 8-16-2011
Signature of Recorder Date

MEMORANDUM OF UNDERSTANDING

A COOPERATIVE NURSING PROGRAM

BETWEEN

HUDSON COUNTY COMMUNITY COLLEGE

AND

BAYONNE MEDICAL CENTER SCHOOL OF NURSING

ASSOCIATE IN SCIENCE DEGREE

AND

DIPLOMA IN NURSING

ACADEMIC YEAR 2011 – 2012

MEMORANDUM OF UNDERSTANDING

A COOPERATIVE NURSING PROGRAM BETWEEN HUDSON COUNTY COMMUNITY COLLEGE AND BAYONNE MEDICAL CENTER SCHOOL OF NURSING

ASSOCIATE IN SCIENCE DEGREE AND DIPLOMA IN NURSING

AGREEMENT made and entered into on August 31th, 2011 between Hudson County Community College, hereinafter referred to as HCCC and Bayonne Medical Center School of Nursing, herein after referred to as BMCSN.

WHEREAS, HCCC is a community college offering educational opportunities leading to both associate degrees and certificates; and

WHEREAS BMCSN operates an educational program leading to a diploma in nursing; and

WHEREAS, HCCC and BMCSN recognize that there is a need for nurses both in Hudson County and the State as a whole; and

WHEREAS, HCCC and BMCSN recognize that an associate degree affords students the best opportunity for pursuing advanced study and for securing employment; and

WHEREAS, HCCC and BMCSN wish to develop a cooperative nursing program for the education of nurses which is designed to build on the strengths and capacities of both institutions; and

WHEREAS, on October 20, 1998, the New Jersey Board of Nursing approved the establishment of a cooperative nursing program between HCCC and BMCSN;

NOW, THEREFORE, HCCC and BMCSN wish to confirm in writing the terms of mutual and individual responsibilities related to offering a Cooperative Nursing Program - Associate in Science degree and Diploma in Nursing.

I. GENERAL DESCRIPTION OF THE PROGRAM

- A. HCCC agrees to establish a cooperative program leading to an Associate of Science (AS) Degree and to a Diploma in Nursing with BMCSN.
- B. The Cooperative Nursing Program is a single integrated program comprising general education, science and nursing courses. The general education and science courses shall be taught by the HCCC faculty. The nursing courses shall be taught by the BMCSN faculty in accordance with requirements established for the Associate in Science degree and Diploma in Nursing.

- C. Students successfully completing the requirements for the degree shall be awarded an AS degree from HCCC and a Diploma in Nursing from BMCSN.

II. ACADEMIC PROGRAM

- A. HCCC and BMCSN agree to offer a cooperative Associate of Science Degree in Nursing consisting of:
 - 1. A core of general education and science courses offered by HCCC and coordinated with BMCSN.
 - 2. A core of professional courses offered by BMCSN.
- B. Matters pertaining to policies, procedures, curriculum and specification of graduation requirements shall be reviewed, agreed upon mutually and approved by a Nursing Program Oversight Committee (NPOC). The NPOC shall be composed of one representative each from HCCC and BMCSN, as well as from Christ Hospital School of Nursing (CHSN). HCCC will offer a similar Cooperative Nursing Program with CHSN.
- C. Faculty members of BMCSN are considered honorary members of faculty at HCCC Division of Business and Science; and, as such are eligible to participate in meetings of the Division and of the Academic Affairs Council and/or any of its subcommittees when relevant curriculum topics are discussed. They do not have voting privileges when attending these sessions. They are present to clarify points for committee members.
- D. BMCSN shall be responsible for evaluating the clinical competencies of students enrolled in the program.
- E. Programmatic policy-making shall be within the framework of federal and state law and of the professional requirements of state and national accrediting agencies.

III. ADMINISTRATIVE AND ADVISORY STRUCTURE

- A. Direct responsibility for the administration of the Cooperative Nursing Program shall be assumed by HCCC. A Program Director shall be employed by HCCC and located at HCCC. The Program Director shall report to the HCCC Associate Dean of Health, Science, and Technology and shall work in close collaboration with the Director at BMCSN as well as with the Director of CHSN.

- B. The Nursing Program Oversight Committee shall assist the Program Director to ensure effective collaboration and communication between the participating institutions. Accordingly, the Nursing Program Oversight Committee shall be composed of the HCCC Program Director and the Directors from BMCSN and CHSN. The Program Director at HCCC shall serve as chair of the committee.

The Nursing Program Oversight Committee shall meet at least two times per academic year, and at other such times as deemed appropriate. At least annually, the HCCC Director of the Cooperative Nursing Program shall present a formal report outlining both programmatic achievements and prospective program plans.

- C. The participating institutions agree to establish a Program Advisory Committee composed of at least eight members. The Advisory Committee shall provide advice and information from the viewpoint of the health care sector to the Program Director on request or on its own initiative.

Representatives of the participating institutions shall nominate two Advisory Committee members to ensure equal representation from the healthcare sector, such as members of professional associations, health service providers and consumer groups. Conditions and terms of appointment shall be established by the Nursing Program Oversight Committee. The Advisory Committee shall meet at least twice annually and on other occasions at the request of the Nursing Program Director.

IV. ADMISSIONS, STUDENT RECORD AND ADVISEMENT

- A. Admission to the Cooperative Nursing Program shall be in accordance with criteria, policies and procedures set forth herein and established by HCCC and BMCSN. The guiding admission philosophy shall be consonant with the "open access" missions of the State's community colleges pursuant to applicable law.
1. Prospective students shall apply through BMCSN Admissions Offices with their applications processed according to BMCSN policies and procedures. Students must complete an HCCC application and all forms and data shall be shared with BMCSN.
 2. Each student admitted to the Cooperative Nursing Program shall register for all courses at HCCC and is expected to meet all program curriculum requirements, as established by the Nursing Program Oversight Committee.
 3. Standards of academic progress shall conform to the policies and procedures of the participating institutions, as established by the Program Committee on Admissions and Academic Standing (CAAS).

- B. All student records shall be maintained by HCCC and shared with BMCSN. HCCC shall furnish to BMCSN such information as is required to maintain appropriate student records; (i.e. grades, advisor assignments). Student applications for graduation shall be evaluated and certified by HCCC and BMCSN. Students enrolled in the Program shall be accorded full access to the services, co- and extra-curricular activities, and facilities of both their affiliated School of Nursing and HCCC.
- C. Academic advisement shall be provided by all participating partners. All students enrolled in the Cooperative Nursing Program shall be assigned an advisor. Academic advisement shall ensure that students are made aware of all requirements for completion of the degree and are appropriately placed in general education, science and nursing courses. In addition, all students enrolled in the BMCSN program shall have full access to the academic advisement and tutorial services of HCCC.
- D. The Program Committee on Admissions and Academic Standing (CAAS) shall recommend issues related to admission policies and procedures and students' academic progress in the Program.

Membership on the CAAS shall consist of one faculty each from HCCC, CHSN and BMCSN; a representative from the admissions staff of each affiliated school; and students, one from each School of Nursing. The CAAS shall meet at least once each academic year.

The Chairperson of the CAAS shall be elected by the membership of the committee from among the Nursing Program faculty for a term of two years, and shall be responsible for establishing the meeting schedule and agenda.

Student appeals regarding academic performance in courses shall be processed according to the established policies and procedures of the affiliated institution which is responsible for teaching the specific course.

- E. Students are expected to comply with the rules and regulations governing student behavior as established and published by HCCC and BMCSN. Hearings regarding alleged violations of rules or regulations shall be conducted in accordance with the procedures set forth in their respective Student Handbooks.
- F. Members of the faculty of BMCSN shall be considered affiliate faculty members of HCCC, provided that this status has been made with the employment concurrence of the Nursing School. Members of HCCC staff involved in the program shall be considered affiliate members of BMCSN faculty.

V. FISCAL ARRANGEMENTS

- A. Students in the Cooperative Nursing Program shall register for all courses at HCCC and shall pay all appropriate tuition and fees directly to HCCC.

- B. Tuition, Fees and Student Services: BMCSN shall invoice HCCC by November 15 of the Fall semester and April 15 of the Spring semester for all courses taught by its faculty based on the prevailing tuition and fees/rates charged. HCCC shall reimburse BMCSN within 30 days of the receipt of the invoice for all tuition/fees collected. This mechanism shall be used to assure that such expenses will be included for purposes of financial aid calculations. HCCC shall bill students directly for the joint HCCC/BMCSN commencement fees. Additionally, BMCSN shall bill students directly for the BMCSN completion ceremony fees.
- C. Courses taught by BMCSN faculty are not eligible for state reimbursement.
- D. Bad Debt: Both HCCC and the School of Nursing share in the responsibility for bad debt (i.e., unpaid tuition and fees). In the event full payment for tuition and fees is not received by HCCC, BMCSN will not receive reimbursement for its nursing courses. BMCSN will be kept informed as to bursar holds, and will follow policies concerning registration. HCCC will advise BMCSN of all uncollected tuition and fees prior to the end of the fiscal year, by April 15. Reconciliation for such bad debt, where appropriate, will be resolved with the remittance for the Spring semester.

VI. INSURANCE

- A. HCCC and BMCSN shall each obtain or maintain at its sole cost and expense throughout the term of this agreement, and any renewal thereof, a comprehensive liability policy including professional liability, insuring itself against any and all claims for bodily injury or death and property damage resulting from the performance of services by its students, employees, staff and agents under this agreement, and naming the other party as an additional insured, or provide a program of self-insurance as described below. If any institution elects to obtain an insurance policy, such policy shall protect the institution, its employees, students, staff and agents with limits of not less than \$1,000,000 with respect to injury or death of any one person and not less than \$3,000,000 in the aggregate.
- B. HCCC and BMCSN each may provide for coverage through a program of self-insurance trust fund, which shall provide not less than \$1,000,000 for injury or death to any one individual and not less than \$3,000,000 in the aggregate, or may be in such other form as provided by the *New Jersey Tort Claims Act N.J.S.A. 59:1-1 et seq.* which shall govern the terms and conditions of any such self-insurance program.
- C. Each institution, upon request, shall furnish to the other evidence that it has complied with the above requirements for liability coverage. Additionally, each institution must provide the other with written notice of any cancellation, suspension, non-renewal, or termination of its insurance policy and for notifying the other immediately of any claims reported under such policy.

VII. OTHER CONSIDERATIONS

- A. The parties agree that all Federal and State laws against discrimination and all rules and regulations promulgated there under shall be applicable to all activities under this Agreement.
- B. It is the intent and understanding of the parties to this agreement that each and every provision by law required to be inserted in this Agreement shall be and is deemed inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through a mistake or otherwise, and such provision is not inserted or is not inserted in correct form, then this Agreement shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the law, without prejudice to the rights of any party.
- C. This agreement shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.
- D. Under the Agreement, HCCC and BMCSN shall continue to be autonomous and shall be governed independently by their respective governing boards and administrations except insofar as this agreement specifically states to the contrary.
- E. All courses in the program will be cross-listed in the bulletins of HCCC and BMCSN.
- F. Each student shall provide evidence that his/her own health care is covered in event of sickness or accident by an appropriate insurance policy.
- G. Each student shall comply with the health and immunization policies of the Cooperative Nursing Program.
- H. HCCC shall be responsible for the salary and other terms of employment, including benefits, for any administrator and faculty assigned to the Cooperative Nursing Program. BMCSN shall be solely responsible for the salary and other terms of employment, including benefits, for its administrators and faculty assigned to the Program. BMCSN faculty and administrators shall not be deemed to be participants in HCCC's collective bargaining units.
- I. HCCC and BMCSN shall make every attempt to ensure that adequate office, classroom and conference space shall be maintained for the Cooperative Nursing Program.

VIII. TERM OF CONTRACT

- A. The term of this contract shall run from the date of signature by all parties and be self renewing thereafter. This Agreement shall, thereafter, be renewed by the appropriate review authorities at the participating institutions for periods of one year unless one party hereto shall notify the others hereto in writing not less than six months prior to the date of the termination of this Agreement that it wishes not to renew its participation in this Agreement. Such written notice shall be sent via certified mail, return receipt requested, to whichever following address is appropriate with copies to the HCCC Vice President for Academic Affairs and the BMCSN Director of Nursing.

Glen Gabert, Ph.D
President
Hudson County Community College
25 Journal Square
Jersey City, New Jersey 07306

Daniel A. Kane
President and CEO
Bayonne Medical Center
East 29th St. @ Avenue E
Bayonne, New Jersey 07002

- B. In the event this Agreement is not renewed by one of the participating parties, it is expressly understood that the Nursing Program will continue in operation until all matriculated students have had an appropriate length of time to complete their studies.
- C. It is understood and agreed that the parties to this agreement may revise or modify this Agreement by written amendment when both parties agree to such amendment.

IX. WARRANTIES

- A. The undersigned do hereby warrant and represent that this Agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey and that said laws have not been violated as they relate to the procurement or performance of this Agreement by any conduct including the paying or giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly to any State employee, officer or official.
- B. Each institution does hereby warrant and represent that it is qualified by training and experience to perform the required services and programs in the manner and on the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto, duly authorized, have caused this agreement to be signed by their authorized representatives.

EXECUTED BY:

HUDSON COUNTY COMMUNITY COLLEGE

Glen E. Gabert, President

Date

BAYONNE MEDICAL CENTER

Daniel A. Kane, President & CEO

Date

MEMORANDUM OF UNDERSTANDING

A COOPERATIVE NURSING PROGRAM

BETWEEN

HUDSON COUNTY COMMUNITY COLLEGE

AND

CHRIST HOSPITAL SCHOOL OF NURSING

ASSOCIATE IN SCIENCE DEGREE
AND
DIPLOMA IN NURSING

ACADEMIC YEAR 2011 – 2012

MEMORANDUM OF UNDERSTANDING

A COOPERATIVE NURSING PROGRAM BETWEEN HUDSON COUNTY COMMUNITY COLLEGE AND CHRIST HOSPITAL SCHOOL OF NURSING

ASSOCIATE IN SCIENCE DEGREE AND DIPLOMA IN NURSING

AGREEMENT made and entered into on August 31th, 2011 between Hudson County Community College, hereinafter referred to as HCCC and Christ Hospital School of Nursing, herein after referred to as CHSN.

WHEREAS, HCCC is a community college offering educational opportunities leading to both associate degrees and certificates; and

WHEREAS CHSN operates an educational program leading to a diploma in nursing; and

WHEREAS, HCCC and CHSN recognize that there is a need for nurses both in Hudson County and the State as a whole; and

WHEREAS, HCCC and CHSN recognize that an associate degree affords students the best opportunity for pursuing advanced study and for securing employment; and

WHEREAS, HCCC and CHSN wish to develop a cooperative nursing program for the education of nurses which is designed to build on the strengths and capacities of both institutions; and

WHEREAS, on October 20, 1998, the New Jersey Board of Nursing approved the establishment of a cooperative nursing program between HCCC and CHSN;

NOW, THEREFORE, HCCC and CHSN wish to confirm in writing the terms of mutual and individual responsibilities related to offering a Cooperative Nursing Program - Associate in Science degree and Diploma in Nursing.

I. GENERAL DESCRIPTION OF THE PROGRAM

- A. HCCC agrees to establish a cooperative program leading to an Associate of Science (AS) Degree and to a Diploma in Nursing with CHSN.
- B. The Cooperative Nursing Program is a single integrated program comprising general education, science and nursing courses. The general education and science courses shall be taught by the HCCC faculty. The nursing courses shall be taught by the CHSN faculty in accordance with requirements established for the Associate in Science degree and Diploma in Nursing.
- C. Students successfully completing the requirements for the degree shall be awarded an AS degree from HCCC and a Diploma in Nursing from CHSN.

II. ACADEMIC PROGRAM

- A. HCCC and CHSN agree to offer a cooperative Associate of Science Degree in Nursing consisting of:
 - 1. A core of general education and science courses offered by HCCC and coordinated with CHSN.
 - 2. A core of professional courses offered by CHSN.
- B. Matters pertaining to policies, procedures, curriculum and specification of graduation requirements shall be reviewed, agreed upon mutually and approved by a Nursing Program Oversight Committee (NPOC). The NPOC shall be composed of one representative each from HCCC and CHSN, as well as from Bayonne Medical Center School of Nursing (BMCSN). HCCC will offer a similar Cooperative Nursing Program with BMCSN.
- C. Faculty members of the CHSN are considered honorary members of faculty at HCCC Division of Health, Science and Technology, and, as such are eligible to participate in meetings of the Division and of the Academic Affairs Council and/or any of its subcommittees when relevant curriculum topics are discussed. They do not have voting privileges when attending these sessions. They are present to clarify points for committee members.
- D. CHSN shall be responsible for evaluating the clinical competencies of students enrolled in the program.
- F. Programmatic policy-making shall be within the framework of federal and state law and of the professional requirements of state and national accrediting agencies.
- G. Students who possess a bachelor's degree (or higher) may choose the "diploma only" as an option. In such cases, Both HCCC and CHSN must be in full agreement. If individual students require additional credits (e.g., Anatomy and Physiology, Microbiology), these credits may be taken as non-matriculation. These students will be admitted to HCCC as "special students" and may not take more than a total of 11 non-nursing credits. Since these students are not applying for a degree, no transcript analysis is necessary and no transfer credits will be posted on their records. These students will not be registered for nursing credits; therefore all billing for such courses will be done by CHSN. Students may NOT change to degree status once declared as a "diploma only" option.

III. ADMINISTRATIVE AND ADVISORY STRUCTURE

- A. Direct responsibility for the administration of the Cooperative Nursing Program shall be assumed by HCCC. A Program Director shall be employed by HCCC and located at HCCC. The Program Director shall report to the HCCC Associate Dean of Health, Science, and Technology and shall work in close collaboration with the Director at CHSN as well as with the Director of BMCSN.
- B. The Nursing Program Oversight Committee shall assist the Program Director to ensure effective collaboration and communication between the participating institutions. Accordingly, the Nursing Program Oversight Committee shall be composed of the HCCC Program Director and the Directors from CHSN and BMCSN. The Program Director at HCCC shall serve as chair of the committee.

The Nursing Program Oversight Committee shall meet at least two times per academic year, and at other such times as deemed appropriate. At least annually, the HCCC Director of the Cooperative Nursing Program shall present a formal report outlining both programmatic achievements and prospective program plans.

- C. The participating institutions agree to establish a Program Advisory Committee composed of at least eight members. The Advisory Committee shall provide advice and information from the viewpoint of the health care sector to the Program Director on request or on its own initiative.

Representatives of the participating institutions shall nominate two Advisory Committee members to ensure equal representation from the healthcare sector, such as members of professional associations, health service providers and consumer groups. Conditions and terms of appointment shall be established by the Nursing Program Oversight Committee. The Advisory Committee shall meet at least twice annually and on other occasions at the request of the Nursing Program Director.

IV. ADMISSIONS, STUDENT RECORD AND ADVISEMENT

- G. Admission to the Cooperative Nursing Program shall be in accordance with criteria, policies and procedures set forth herein and established by HCCC and CHSN. The guiding admission philosophy shall be consonant with the "open access" missions of the State's community colleges pursuant to applicable law.
 - 4. Prospective students shall apply through CHSN Admissions Offices with their applications processed according to CHSN policies and procedures. Students must complete an HCCC application and all forms and data shall be shared with CHSN.
 - 5. Each student admitted to the Cooperative Nursing Program shall register for all courses at HCCC and is expected to meet all program curriculum requirements, as established by the Nursing Program Oversight Committee.
 - 6. Standards of academic progress shall conform to the policies and procedures of the

participating institutions, as established by the Program Committee on Admissions and Academic Standing (CAAS).

- H. All student records shall be maintained by HCCC and shared with CHSN. HCCC shall furnish to CHSN such information as is required to maintain appropriate student records; (i.e. grades, advisor assignments). Student applications for graduation shall be evaluated and certified by HCCC and CHSN. Students enrolled in the Program shall be accorded full access to the services, co- and extra-curricular activities, and facilities of both CHSN and HCCC.
- I. Academic advisement shall be provided by all participating partners. All students enrolled in the Cooperative Nursing Program shall be assigned an advisor. Academic advisement shall ensure that students are made aware of all requirements for completion of the degree and are appropriately placed in general education, science and nursing courses. In addition, all students enrolled in the CHSN program shall have full access to the academic advisement and tutorial services of HCCC.
- J. The Program Committee on Admissions and Academic Standing (CAAS) shall recommend issues related to admission policies and procedures and students' academic progress in the Program.

Membership on the CAAS shall consist of one faculty each from HCCC, CHSN and BMCSN; a representative from the admissions staff of each affiliated school; and students, one from each School of Nursing. The CAAS shall meet at least once each academic year.

The Chairperson of the CAAS shall be elected by the membership of the committee from among the Nursing Program faculty for a term of two years, and shall be responsible for establishing the meeting schedule and agenda.

Student appeals regarding academic performance in courses shall be processed according to the established policies and procedures of the affiliated institution which is responsible for teaching the specific course.

- K. Students are expected to comply with the rules and regulations governing student behavior as established and published by HCCC and CHSN. Hearings regarding alleged violations of rules or regulations shall be conducted in accordance with the procedures set forth in their respective Student Handbooks.
- L. Members of the faculty of CHSN shall be considered affiliate faculty members of HCCC, provided that this status has been made with the employment concurrence of the Nursing School. Members of HCCC staff involved in the program shall be considered affiliate members of CHSN faculty.

V. FISCAL ARRANGEMENTS

- A. Students in the Cooperative Nursing Program shall register for all courses at HCCC and shall pay all appropriate tuition and fees directly to HCCC.
- B. Tuition, Fees and Student Services: CHSN shall invoice HCCC by November 15 of the Fall semester and April 15 of the Spring semester for all courses taught by its faculty based on the prevailing tuition and fees/rates charged. HCCC shall reimburse CHSN within 30 days of the receipt of the invoice for all tuition/fees collected. This mechanism shall be used to assure that such expenses will be included for purposes of financial aid calculations. HCCC shall bill students directly for the joint HCCC/CHSN commencement fees. Additionally, CHSN shall bill students directly for the CHSN completion ceremony fees.
- C. Courses taught by CHSN faculty are not eligible for state reimbursement.
- E. Bad Debt: Both HCCC and the School of Nursing share in the responsibility for bad debt (i.e., unpaid tuition and fees). In the event full payment for tuition and fees is not received by HCCC, CHSN will not receive reimbursement for its nursing courses. CHSN will be kept informed as to bursar holds, and will follow policies concerning registration. HCCC will advise CHSN of all uncollected tuition and fees prior to the end of the fiscal year, by April 15. Reconciliation for such bad debt, where appropriate, will be resolved with the remittance for the Spring semester.

V. INSURANCE

- A. HCCC and CHSN shall each obtain or maintain at its sole cost and expense throughout the term of this agreement, and any renewal thereof, a comprehensive liability policy including professional liability, insuring itself against any and all claims for bodily injury or death and property damage resulting from the performance of services by its students, employees, staff and agents under this agreement, and naming the other party as an additional insured, or provide a program of self-insurance as described below. If any institution elects to obtain an insurance policy, such policy shall protect the institution, its employees, students, staff and agents with limits of not less than \$1,000,000 with respect to injury or death of anyone person and not less than \$3,000,000 in the aggregate.
- B. HCCC and CHSN each may provide for coverage through a program of self-insurance trust fund, which shall provide not less than \$1,000,000 for injury or death to anyone individual and not less than \$3,000,000 in the aggregate, or may be in such other form as provided by the *New Jersey Tort Claims Act N.J.S.A. 59:1-1 et seq.* which shall govern the terms and conditions of any such self-insurance program.
- C. Each institution, upon request, shall furnish to the other evidence that it has

complied with the above requirements for liability coverage. Additionally, each institution must provide the other with written notice of any cancellation, suspension, non-renewal, or termination of its insurance policy and for notifying the other immediately of any claims reported under such policy,

VII. OTHER CONSIDERATIONS

- A. The parties agree that all Federal and State laws against discrimination and all rules and regulations promulgated there under shall be applicable to all activities under this Agreement.
- B. It is the intent and understanding of the parties to this agreement that each and every provision by law required to be inserted in this Agreement shall be and is deemed inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through a mistake or otherwise, and such provision is not insert or is not inserted in correct form, then this Agreement shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the law, without prejudice to the rights of any party.
- C. This agreement shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.
- D. Under the Agreement, HCCC and CHSN shall continue to be autonomous and shall be governed independently by their respective governing boards and administrations except insofar as this agreement specifically states to the contrary.
- E. All courses in the program will be cross-listed in the bulletins of HCCC and CHSN.
- F. Each student shall provide evidence that his/her own health care is covered in event of sickness or accident by an appropriate insurance policy.
- G. Each student shall comply with the health and immunization policies of the Cooperative Nursing Program.
- H. HCCC shall be responsible for the salary and other terms of employment, including benefits, for any administrator and faculty assigned to the Cooperative Nursing Program. CHSN shall be solely responsible for the salary and other terms of employment, including benefits, for its administrators and faculty assigned to the Program. CHSN faculty and administrators shall not be deemed to be participants in HCCC's collective bargaining units.

- I. HCCC and CHSN shall make every attempt to ensure that adequate office, classroom and conference space shall be maintained for the Cooperative Nursing Program.

VIII. TERM OF CONTRACT

- A. The term of this contract shall run from the date of signature by all parties and be self renewing thereafter. This Agreement shall, thereafter, be renewed by the appropriate review authorities at the participating institutions for periods of one year unless one party hereto shall notify the others hereto in writing not less than six months prior to the date of the termination of this Agreement that it wishes not to renew its participation in this Agreement. Such written notice shall be sent via certified mail, return receipt requested, to whichever following address is appropriate with copies to the HCCC Vice President for Academic Affairs and the CHSN Director of Nursing.

Glen Gabert, Ph.D.
President
Hudson County Community College
25 Journal Square
Jersey City, New Jersey 07306

Peter Kelly
President and CEO
Christ Hospital School of Nursing
176 Palisades Avenue
Jersey City, New Jersey 07306

- B. In the event this Agreement is not renewed by one of the participating parties/it is expressly understood that the Nursing Program will continue in operation until all matriculated students have had an appropriate length of time to complete their studies.
- C. It is understood and agreed that the parties to this agreement may revise or modify this Agreement by written amendment when both parties agree to such amendment.

IX. WARRANTIES

- A. The undersigned do hereby warrant and represent that this Agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey and that said laws have not been violated as they relate to the procurement or performance of this Agreement by any conduct including the paying or giving of any fee, commission, compensation, gift, gratuity, or

consideration of any kind, directly or indirectly to any State employee, officer or official.

- B. Each institution does hereby warrant and represent that it is qualified by training and experience to perform the required services and programs in the manner and on the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto, duly authorized, have caused this agreement to be signed by their authorized representatives.

EXECUTED BY:

HUDSON COUNTY COMMUNITY COLLEGE

Dr. Glen E. Gabert, President

Date:

CHRIST HOSPITAL SCHOOL OF NURSING

Peter Kelly, President & CEO

Date:

MEMORANDUM OF UNDERSTANDING

Between

Hudson County Community College

and

**The Liberty Health Care System, Inc.
Jersey City Medical Center**

for a

**Collaborative
Associate in Applied Science Degree
And
Certificate
in
Pre-Hospital Medicine: Paramedic Science**

AGREEMENT made and entered into by and among Hudson County Community College hereinafter referred to as HCCC, and the Jersey City Medical Center of New Jersey, hereinafter referred to as JCMC.

WHEREAS, HCCC is a community college offering educational opportunities leading to certificates and associates in science degrees; and

WHEREAS, JCMC has broad responsibilities for the education of emergency medical personnel; and

WHEREAS, HCCC and JCMC recognize that there is a need for Paramedics both in the areas served by Hudson County Community College, JCMC, and the State as a whole; and

WHEREAS, HCCC and JCMC wish to develop a collaborative Associate in Applied Science degree program for the education of paramedics which is designed to build on the strengths and capacities of the participating institutions;

NOW THEREFORE, HCCC and JCMC wish to confirm in writing the terms of mutual and individual responsibilities related to offering a collaborative Associate in Applied Science degree and Certificate programs in Pre-Hospital Medicine: Paramedic Science.

I. GENERAL DESCRIPTION OF THE PROGRAM

- A. HCCC and JCMC agree to establish a collaborative program leading to either an Associate of Applied Science (AAS) Degree or a Certificate in Pre-Hospital Medicine: Paramedic Science.
- B. The collaborative Associate of Applied Science in Pre-Hospital Medicine: Paramedic Science Degree Program and Certificate Program are composed of a pre-professional component of general education and basic science courses and a professional component of paramedic science courses. The general education and basic science courses are taught by the HCCC faculty, and the paramedic science courses are taught by the JCMC faculty, in accordance with requirements established for the degree.
- D. Students successfully completing the program requirements will be awarded either an AAS degree or Certificate from HCCC in collaboration with JCMC.
- E. To enhance the concept of regionalization, HCCC with JCMC agree that the collaborative programs may be offered cooperatively with other affiliated New Jersey County Colleges with the mutual approval of both HCCC and JCMC.

II. ACADEMIC PROGRAM

- A. HCCC and JCMC agree to offer both a collaborative Associate of Applied Science Degree and a Certificate Program in Pre-Hospital Medicine: Paramedic Science consisting of:

1. General education and basic science courses offered by HCCC.
 2. Professional courses in Paramedic Science offered by JCMC.
- B. Matters pertaining to policies and procedures for the program shall be submitted to the appropriate committees or administrators at HCCC and JCMC for review and action as required. HCCC and JCMC shall agree on policies and procedures.
 - C. The curriculum for the collaborative degree and certificate programs shall be mutually agreed upon by HCCC and JCMC and regularly reviewed.
 - D. JCMC shall be responsible for evaluating the clinical competencies of the students enrolled in the program.
 - E. Programmatic policy-making shall be within the framework of federal and state law and of the professional requirements of the state and national accrediting agencies.

III. ADMINISTRATIVE AND ADVISORY STRUCTURE

- A. Direct responsibility for the administration of the collaborative programs will be assumed by HCCC's Director of Health Related Programs. This individual is employed by HCCC and located on the HCCC campus. The Director reports to the Associate Dean of Business & Science and will work in close collaboration with the Paramedic Program Director at JCMC. The Paramedic Program Director will supervise the JCMC faculty, oversee the program resources related to the professional courses at JCMC, and coordinate other activities with the appropriate offices at HCCC.

The Paramedic Science Program Administrative Committee will provide administrative oversight of the Programs, and will ensure effective collaboration and communication between the HCCC and JCMC representatives with respect to curriculum requirements and standards, recruitment, admission, academic advisement and other administrative matters.

The Administrative Committee will be composed of the Associate Dean of Business & Science, and the Director of Health Related Programs at HCCC and the Medical Director and Paramedic Program Director at JCMC. The Vice President for Academic Affairs at HCCC and the Vice President/Director of Emergency Medical Services at JCMC will serve as ex-officio members.

The Program Administrative Committee will meet at least twice per academic year and at other such times as deemed appropriate. One meeting per year is designated as the annual meeting. At each annual meeting, the HCCC Health Related Programs Director and the JCMC Paramedic Program Director will present for approval a formal report to

the Program Administrative Committee, outlining both programmatic achievements and prospective program plans.

- B. HCCC and JCMC agree to establish a Paramedic Science Advisory Committee, composed of at least eight (8) members. The Advisory Committee will provide advice and information from the viewpoint of the health care community at the request of the Program Administrative Committee or on its own initiative.

Representatives of HCCC and JCMC will nominate Advisory Committee members to ensure representation from the Program's communities of interest including members of professional associations, health service providers, State agency representatives and consumer groups. Conditions and terms of appointment will be established by the Program Administrative Committee in accordance with existing practices.

The Advisory committee will meet at least once annually and on other occasions at the request of the Program Administrative Committee.

IV. RECRUITMENT, ADMISSIONS, ADVISEMENT AND STUDENT RECORDS

- A. Responsibility for recruitment rests with both HCCC and JCMC. Applicants must possess an EMT-B Certificate and must be sponsored by JCMC.
- B. Admission to the collaborative AAS Pre-Hospital Medicine and Certificate: Paramedic Science Program shall be in accordance with criteria, policies and procedures set forth herein and established by HCCC and JCMC. The guiding admission philosophy will be consonant with the "open access" missions of the State's community colleges (as per N.J.A.C. 9:4-1.3f).
 - 1. Prospective students apply through HCCC's Admissions Office. Applications will be processed according to existing policies and procedures. Students' application and all forms and data will be shared with JCMC.
 - 2. Each student admitted to the collaborative Programs will register for all courses through HCCC, and each student is expected to meet all established program curricular requirements.
 - 3. Standards of academic progress will conform to the policies and procedures of HCCC and JCMC as established by the Program Administrative Committee.
- C. All student records will be maintained at HCCC and shared with JCMC. JCMC will provide HCCC such information as is required to maintain appropriate student records; i.e. grades, advisor assignments, etc. Student applications for graduation will be evaluated and certified by the HCCC Registrar in consultation with the Program Administrative Committee. Students enrolled in the Program will be accorded full access to the services, co- and extra-curricular activities, and facilities of HCCC and JCMC.

- D. All students will have access to the academic advisement, tutorial and other academic and student support services provided HCCC and JCMC. Academic advisement will ensure that students are made aware of all requirements for completion of the degree, and are appropriately placed in general education and Paramedic Science courses.
- E. The Program Administrative Committee will consider issues related to admission, registration, tuition/fees payment policies and procedures and students' academic progress in the Program.
- F. Student appeals regarding academic performance in the pre-professional (general education) and professional component will be processed in accordance with the established policies and procedures of HCCC and JCMC as set forth in the HCCC/JCMC Student Handbook.
- G. Students are expected to comply with the rules and regulations governing student behavior as established and published by HCCC and JCMC. Hearings regarding alleged violations of rules or regulations will be conducted in accordance with the procedures of HCCC and JCMC as set forth in the HCCC/JCMC Student Handbook.
- H. Faculty for the Paramedic Science (professional) courses will be recruited, employed and evaluated by JCMC in accordance with the hiring practices and procedures of JCMC. Courtesy appointment status at HCCC will be extended to the JCMC Paramedic Science faculty.

V. FISCAL ARRANGEMENTS

- A. Students in the collaborative AAS Pre-Hospital Medicine and Certificate: Paramedic Science Program will register for all courses at HCCC and will pay all appropriate tuition and fees directly to HCCC. HCCC's tuition and fee rate schedules apply to the collaborative programs. *Additional fees* that are essential for the professional (clinical) courses will be established by JCMC and included in the fee schedule. HCCC will transfer the basic tuition payments and any *additional clinical fees* for the Paramedic Science (professional) courses to JCMC by November 15 of the Fall semester and April 15 of the Spring semester (or as close to these dates as is feasible). In the event of delayed tuition/clinical fees payments by students or bad debts, HCCC will make additional/final reimbursements to JCMC as the funds are collected.

HCCC and JCMC will establish admission and financial aid application cut-off dates for the Fall and Spring semesters to ensure processing and receipt of funds by the start of classes.

HCCC will advise JCMC (on day 15 of the Fall and Spring semesters) of students enrolled in the clinical courses who have not made appropriate arrangements for tuition/fees payments for the semester.

JCMC will determine what action to take with non-paying students or those who fail to make appropriate arrangements or payment. HCCC will make every effort to assist students in developing a payment plan.

JCMC will assume responsibility for bad debt incurred for the professional (clinical) courses in cases where late applicants for financial aid discover that aid is denied and are unable to make timely payments.

HCCC will designate a specific Paramedic Science Program liaison in the Financial Aid Office to track applications and assist students. Business Office representatives will participate in registration to assist students in making arrangements for payments and provide information concerning financial aid.

Under the terms of this arrangement, HCCC and JCMC are collaboratively responsible for the costs of maintaining programmatic accreditation. HCCC will be responsible for the costs of providing the AAS diploma.

VI. INSURANCE

- A. HCCC and JCMC will obtain or maintain at their own expense during the term of this agreement, and any renewal thereof, a comprehensive liability policy including professional liability, insuring each institution against any and all claims for bodily injury or death and property damage resulting from performance of services by their employees, students, staff and agents under this agreement, or provide a program of self-insurance as described below. If any institution elects to obtain an insurance policy, such policy shall protect the institution, its employees, students, staff and agents with limits of not less than \$1,000,000 with respect to injury or death of any one person and not less than \$3,000,000 in the aggregate.
- B. Either institution may provide for coverage through a program of self-insurance trust fund, which shall provide not less than \$1,000,000 for injury or death to any one individual and not less than \$3,000,000 in the aggregate, or may be in such other form as provided by the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., which shall govern the terms and conditions of any such self-insurance program.
- C. Both HCCC and JCMC shall furnish evidence that they have complied with the above requirements for liability coverage.

VII. OTHER CONSIDERATIONS

- A. The parties agree that all Federal and State laws against discrimination, and all rules and regulations promulgated thereunder shall be applicable to all activities under this Agreement.

- B. It is the intent and understanding of the parties to this Agreement that each and every provision by law required to be inserted in this Agreement shall be and is deemed inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through a mistake or otherwise, and such provision is not inserted or is not inserted in correct form, then this Agreement shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the law, without prejudice to the rights of either party.
- C. This Agreement shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.
- D. Under this Agreement, HCCC and JCMC shall continue to be autonomous and shall be governed independently by their respective governing boards and administrations except insofar as this Agreement specifically states to the contrary.
- E. Students in the program shall, at all times, follow the rules and regulations established by HCCC, JCMC and any affiliated hospitals and clinical agencies, and shall do so under the specific instruction of the supervisory staff of those facilities. The affiliated clinical facilities have the right to remove any faculty member or student from the site for good cause.
- F. Each student shall provide evidence that his/her own health care is covered in event of sickness or accident by an appropriate insurance policy.
- G. Each student shall comply with the health and immunization policy of JCMC.
- H. JCMC shall be solely responsible for evaluating the clinical competencies of students enrolled in this program.
- I. JCMC shall be solely responsible for the salary and other terms of employment for the JCMC Program Director and faculty assigned to the Paramedic Science Program. HCCC shall be solely responsible for the salary and other terms of employment for the Director of Health Related Programs and faculty assigned to teach general education and science courses which are a part of the Paramedic Science Program.
- J. Programmatic policy-making shall be within the framework of federal and state law and of the professional requirements of state and national accrediting agencies.

VIII. TERM OF AGREEMENT

- A. The term of this agreement shall run from the date of signature by both parties and shall thereafter be annually reviewed and automatically renewed for periods of two years, with the total agreement period not to exceed two years, unless one party hereto shall notify the others hereto in writing not less than six months prior to the date of the termination of this Agreement that it wishes not to renew its participation in this Agreement. Such written notice shall be sent via certified mail, return receipt requested, to the addresses set forth below, with copies to the Vice Presidents and applicable Director at each participating institution:

For Hudson County Community College:

Glen Gabert, Ph.D., President
Hudson County Community College
Historic Pathside
25 Journal Square
Jersey City, NJ 07306

For Jersey City Medical Center:

Joseph Scott
President and CEO
Jersey City Medical Center
50 Baldwin Avenue
Jersey City, New Jersey 07304

- B. In the event this Agreement is not renewed by one of the participating parties, it is expressly understood that the Program will continue in operation until all matriculated students have had an appropriate length of time to complete their studies.
- C. It is understood and agreed that the parties to this Agreement may revise or modify this Agreement by written amendment when both parties agree to such amendment.

IX. WARRANTIES

- A. The undersigned do hereby warrant and represent that this Agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey and that said laws have not been violated as they relate to the procurement or performance of this Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly to any State employee, officer or official.
- B. Each institution does hereby warrant and represent that it is qualified by training and experience to perform the required services and programs in the manner and on the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto, duly authorized, have caused these presents to signed by their authorized corporate officers.

HUDSON COUNTY COMMUNITY COLLEGE

Executed by:

Glen Gabert, Ph.D.
President

Recommended by:

Abegail Douglas-Johnson, Ed.D.
Vice President for Academic Affairs

Signature

Signature

Date

Date

JERSEY CITY MEDICAL CENTER OF NEW JERSEY

Executed by:

Joseph Scott
President and CEO

Recommended by:

Director, EMS

Signature

Signature

Date

Date

Attachment IV

Affiliate Faculty for Academic Year 2011-2012

a) Faculty - Bayonne Medical Center School of Nursing (Cooperative Nursing Program)

- *Nancy Bonner (Director): Diploma – Holy Name Hospital School of Nursing; BSN – Jersey City State College; MSN – University of Pennsylvania*
- *Dianne Hogan: Diploma – Bayonne Hospital School of Nursing; BA – Goddard College; MA – Jersey City State College*
- *Ivette Cora: BSN – Interamerican University of Puerto Rico; MSN – University of Puerto Rico*
- *Sharon Conway*
- *Susanne Sorace*
- *Jacqueline Svercauski*

b) Faculty – Christ Hospital School of Nursing (Cooperative Nursing Program)

- *Carol A. Fasano (Dean/Director): Diploma – St. Mary's Hospital School of Nursing; BA – New Jersey City University; BSN – Jersey City State College; MA – New York University; Post-Masters Certification – UMDNJ School of Nursing*
- *Debra Little (Assistant Dean)*
- *Nancy Bahdi: AA - Felician College; BSN - Seton Hall University; MA - New York University*
- *Lori Byrd: BSN – University of Texas; MA – Teacher's College, Columbia University*
- *Mary Ellen Cvek: Diploma – Mercer Medical Center School of Nursing; BSN – Coe College, Iowa; MSN – Seton Hall University*
- *Kathleen Esser: BSN – Villanova University; MSN – Columbia University*
- *Grace Frane*
- *Sigma Faye Ledford: BSN – Howard University; MS – University of Maryland*
- *Carmen Pelardis: BS – Rutgers University; MSN – Kean University*

c) Faculty – Jersey City Medical Center (Paramedic Science Program)

- *Joseph Crouchman: BA 2005 BBA – Healthcare Management, American Intercontinental University, Hoffman Estates, IL.*

Attachment V



Academic Calendar Planning Committee 2011 Office of Academic Affairs (201) 360-4010

Members: J. Christopher (Communication), P. Dillon (CAI), E. Foster (Faculty PA), C. Katkanant (Academic Affairs, Chair) O. Morgan (Student Activities), P. Norris-Little (SFA), V. Orellana (Registrar's Office), M. Reimer (Student Services), R. Vaccarella (Student Accounts), and P. Vida (Enrollment Services)

The proposed academic calendars 2012-1013 by the Academic Planning Committee (ACP) were presented to the Dean Council at its April 21 meeting; the Council's recommendations are summarized below.

At the April 21 Dean Council Meeting, it has been agreed that the 6-week Summer I 2013 can start after Memorial Day (May 27, 2013) and end after the 4th of July. The 6-week Summer II 2013 will then have to start on July 15 and end on August 22. The DC members also agreed that the Express Math (Monday, August 19-22) can be overlapped with the last week of Summer II.

With this adjustment the 2-day Professional Development/Convocation event will also be overlapped with the Summer II final exam period.

Attached are the revised calendars reflecting the recommendations of ACP and the Dean's Council.

Additional revisions are:

1. Spring 2013 calendar is revised to reflect the ACP's agreement to combine Spring Recess and Easter Break. The combining break enables us for the first time to start the semester on Monday, January 28 instead of Friday, January 26. This also allows more time for Spring registration/recruitment.
2. The Summer calendars are finalized based upon the recommendations of the Dean Council members.

SUMMER SESSIONS 2013

◇ Summer I – May 28 – July 9 (ends after the 4th July)

◇ Summer II – July 15 – August 22

3. With the adjustment of Summer I & II, there will be only 3 days before the start of Fall 2013 (August 28, 2013). The 2-day Fall Professional Development will have to be carefully scheduled to ensure full participation of faculty and staff members.

HUDSON COUNTY COMMUNITY COLLEGE ACADEMIC CALENDAR ❖ FALL 2012

Monday, August 20 – Math/Algebra Express Classes
Thursday, August 23

Thursday, August 23 & College Service Day & Convocation
Friday, August 24

Monday, August 27 Late registration begins

Monday, August 27 All College Faculty Meeting 6:00 PM

Wednesday, August 29 Classes begin at HCCC

Wednesday, August 29 – Add/Drop Period
Tuesday, September 11

Saturday, September 1 – Labor day weekend - College closed
Monday, September 3

Thursday, September 6 – Classes begin at High School Off-Sites
Tuesday, September 18

Thursday, September 13 Last day to add/drop at Off-sites except Kearny

Thursday, September 20 Last day to add/drop Kearny

Monday, October 1 Last day to file Degree Audit application
for December 2012 Graduation

Monday, October 8 Columbus Day – Classes in session

Wednesday, October 17 – Mid-term exams/Advisement period
Tuesday, October 23

Friday, October 26 Last day to submit Mid-term advisory grades to the Registrar's Office

Thursday, November 1 Spring 2013 registration begins

Tuesday, November 6 Election Day – Classes in session

Thursday, November 8 Last day to complete official withdrawal from classes at HCCC

Monday, November 12 Veterans' Day – Classes in session

Wednesday, November 21 No day or evening classes – Administrative Offices Open

Thursday, November 22 – Thanksgiving Recess – College closed
Sunday, November 25

Tuesday, December 11 – Last classes and/or final exams at HCCC including Off-Campus Centers
Monday, December 17

Thursday, December 20 Last day to submit final grades to the Registrar's Office

Fall 2012 Registration

Starts April 2, 2012

Classes start August 29, 2012

Start Dates for Culinary Classes

Day Classes

- Cycle I – August 29 - October 6
- Cycle II – October 7 - November 11
- Cycle III – November 11 - December 16

Evening Classes

- Cycle IV – August 30 - October 18
- Cycle V – October 22 - December 13

Start Dates for High School Off-Sites

On-site registration 5:30-8:00 PM

- Bayonne – September 6
- Secaucus – September 6
- Hoboken – September 10
- Kearny – September 18

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

FOR SCHOOL CLOSING DURING INCLEMENT WEATHER CALL 201-714-7100 AND LISTEN FOR RADIO ANNOUNCEMENTS
ON WINS 1010 AM, WABC 770 AM, WMCA 570 AM, WADO 1280 AM, WVNJ 1160 AM, WCBS 880 AM, WOR 710 AM OR
LOG ONTO COLLEGE WEBSITE → WWW.HCCC.EDU

HUDSON COUNTY COMMUNITY COLLEGE ACADEMIC CALENDAR ❖ SPRING 2013

Thursday, January 3 – Thursday, January 17	Winter Intersession	Spring 2013 Registration Begins November, 2012 Classes start January 28, 2013
Tuesday, January 8 – Friday, January 11	Math/Algebra Express	
Monday, January 21	Martin Luther King-College closed	
Wednesday, January 23	Late Registration begins	Start Dates for Culinary Classes Day Classes > Cycle I – January 28 – February 28 > Cycle II – March 2 – April 11 > Cycle III – April 13 – May 20 Evening Classes > Cycle IV – January 28 – March 21 > Cycle V – April 1 – May 20
Wednesday, January 23	College Service Day All College Faculty Meeting 6:00 PM	
Monday, January 28	Classes begin at HCCC	
Monday, January 28 – Monday, February 4	Add/Drop Period	
Monday, February 11 – Tuesday, February 12	HCCC classes begin at Off-sites	Start Dates for Off-Sites > Hoboken – February 11 > Secaucus – February 11 > Bayonne – February 12 > Kearny – February 12
Friday, February 15	Classes in Session - Administrative Offices closed	
Monday, February 18	President's Day – No classes - College closed	
Tuesday, February 19	Last Day to Add/Drop at Off-Site Centers	
Monday, March 11 – Sunday, March 17	Mid-term exams/Advisement period	
Wednesday, March 20	Last day to submit Mid-term advisory grades to the Registrar's Office	
Monday, March 25 – Sunday, March 31	Spring/Easter Break – No Classes	
Wednesday, April 3	Summer & Fall 2013 Registration begins	
Monday, April 8	Last day to complete official withdrawal from classes at HCCC	
Tuesday, May 14 – Monday, May 20	Last classes and/or final exams including Off-Site Centers	
Thursday, May 23	Last day to submit final grades to the Registrar's Office	
Thursday, May 23	Commencement (tentative)	
Monday, May 27	Memorial day – college closed	SUMMER SESSIONS 2013 ♦ Summer I – May 28 – July 9 ♦ Summer II – July 15 – August 22
Tuesday, May 28	Summer Session I begins	
Monday, July 15	Summer Session II begins	

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

FOR SCHOOL CLOSING DURING INCLEMENT WEATHER CALL 201- 714-7100 AND LISTEN FOR RADIO ANNOUNCEMENTS ON WINS 1010 AM, WABC 770 AM, WMCA 570 AM, WADO 1280 AM, WVNJ 1160 AM and WOR 710 AM, OR LOG ONTO COLLEGE WEBSITE → WWW.HCCC.EDU

Revised after ACP April 2011

HUDSON COUNTY COMMUNITY COLLEGE ACADEMIC CALENDAR ❖ SUMMER 2013

Summer Session I ♦ May 28 – July 9, 2013

Tuesday- Wednesday, May 21-22 *Walk-in registration for Summer Sessions I & II*

Thursday, May 23 *Commencement – No classes (tentative)*

Monday, May 27 *Memorial Day – College closed*

Tuesday, May 28 *Classes begin, Summer Session I*

Thursday, May 30 *Last day to Add/Drop for Summer Session I*

Monday, June 17 – Thursday, June 27 *EOF Summer Refresher Program for returning students*

Thursday, June 20 *Last day to withdraw from Summer Session I*

Thursday, July 4 *Independence Day Observed – College closed*

Monday, July 8 & Tuesday, July 9 *Final exams for Summer Session I*

Thursday, July 11 *Last day to submit Summer I grades to the Registrar's Office*

Summer Session II ♦ July 15 – August 22, 2013

Monday, July 15 *Classes begin, Summer Session II*

Monday, July 15 – Wednesday, August 14 *EOF Summer Program for new students*

Wednesday, July 17 *Last day to Add/Drop for Summer Session II*

Monday, July 29 – Friday, August 9 *Basic English Express Classes*

Thursday, August 8 *Last day to withdraw from Summer Session II*

Tuesday, August 20 – Friday, August 23 *Basic Math/Algebra Express Classes*

Wednesday, August 21 & Thursday, August 22 *Final Exams, Summer II*

Monday, August 26 *Last day to submit Summer II grades to the Registrar's Office*

Wednesday, August 28 *Fall 2013 classes begin at HCCC*

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

Revised after ACP April 2011

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
August 16, 2011**

X. NEW BUSINESS

1. RESOLUTION AUTHORIZING EXECUTION OF DEED OF EASEMENT FOR NEW JERSEY TRANSIT FOR FENCE AND GATE NEAR THE ENTRANCE TO THE COLLEGE'S NORTH HUDSON EDUCATION CENTER

WHEREAS, the Hudson County Community College is opening the North Hudson Education Center at 4800 Kennedy Boulevard, Union City, New Jersey; and

WHEREAS, New Jersey Transit has property adjacent to the Hudson County Community College property upon which the College has proposed removing a wall and installing a fence and gate to provide a more attractive area on the property next to the College's building and maintaining an entrance to the New Jersey Transit property; and

WHEREAS, In order to construct this fence and gate on New Jersey Transit property and to have the Hudson County Community College maintain the area in front of the fence and gate New Jersey Transit requires the College to execute a deed of easement with New Jersey Transit.

NOW THEREFORE, BE IT RESOLVED that the College will not pay any fee for the easement but shall have insurance as required in the Deed of Easement for this area, as well as to maintain the area in front of the fence and gate.

BE IT FURTHER RESOLVED that Dr. Gabert is hereby authorized to execute the easement on behalf of the Hudson County Community College and to take all necessary steps to carry out the terms of the easement.

INTRODUCED BY: Katia Stack

SECONDED BY: James Fife

DATE: August 16, 2011

Fahrenheit, Karen	<u>AYE</u>
Fife, James	<u>AYE</u>
Kenny, Roberta	<u>ABSENT</u>
Kosakowski, Joanne	<u>AYE</u>
Lee, Bakari	<u>AYE</u>
Sires, Adrienne	<u>AYE</u>
Stack, Katia	<u>AYE</u>
Zampella, Alfred	<u>AYE</u>
Netchert, William, Chair	<u>AYE</u>

8 Ayes..... 0 Nay

*****RESOLUTION ADOPTED****

Jennifer Oakley
Signature of Recorder

8-16-2011
Date

Prepared By:


Sheri K. Siegelbaum Esq.

DEED OF EASEMENT

THIS DEED OF EASEMENT made on this _____, day of _____, 2011
BETWEEN the New Jersey Transit Corporation, an instrumentality of the State of New Jersey,
having an office at One Penn Plaza East, Newark, New Jersey 07106-2246 ("NJ Transit") herein
referred to as Grantor.

AND

Hudson County Community College (the "College"), a community college in the State of
New Jersey, having an office at 70 Sip Avenue, Jersey City, New Jersey 07306, herein referred
to as "Grantee."

WITNESSETH:

WHEREAS, Grantor is the owner of property located situate, lying and being in the City
of Union City, in the County of Hudson, known as Block 267, Lots 23, 24, and 25 on the tax
map of the City of Union City ("Grantor's Property"); and

WHEREAS, NJ Transit is entrusted by the Legislature of the State of New Jersey with
the responsibility for providing a coherent transportation system for the State; and

WHEREAS, the College has determined that there is a need to obtain an easement on
Grantor's Property for the construction and maintenance of a fence and gate and maintenance of
the area in front of the fence and gate since this area is next to the entrance to the College's
North Hudson Education Center at 4800 Kennedy Boulevard, Union City, New Jersey; and

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Dollar (\$1.00)
paid by Grantee, at or before the sealing and delivery of these presents, the receipt whereof
having been acknowledged, and of other good and valuable consideration, the parties agree as
follows:

1. **Grant of Easement to Grantee.** Grantor does hereby grant, sell and convey unto
the Grantee, its successors, assigns and invitees:

(a) An exclusive Easement identified as a portion of Block 267, Lots 23, 24,
and 25 more particularly described on Exhibit "A" attached hereto and made a part hereof, for
the purpose of constructing and maintaining a fence and gate and maintaining the area in front of
the fence and gate. The maintenance shall include removal of paper and debris, snow and ice,
leaves and garbage in the easement area. Maintenance of the area shall not include the New
Jersey Transit sign located on Block 267, Lot 25. In the event that Grantee discontinues its use
of the building at 4800 Kennedy Boulevard, Union City, Grantee's rights shall automatically
terminate and revert to Grantor.

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2. **Governing Law.** The provisions of this Deed of Easement shall be governed by and construed under the laws of the State of New Jersey.

3. **Successors and Assigns.** The provisions of this Deed of Easement shall inure to the benefit of and bind the successors and assigns of the parties hereto. The covenants and agreements contained herein are real covenants that touch and concern the land and each of them shall run with the land and bind subsequent holder of either party's interest in the land as a real covenant and equitable servitude as well as pursuant to principles of contract law.

4. **Notices.** All notices, requests, consents, and other communications hereunder shall be in writing and shall be mailed by overnight mail, first class registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

- (a) If to Grantee:
New Jersey Transit Corporation
One Penn Plaza East, 7th Floor
Newark, New Jersey 07105-2246
Attn: Senior Director - Real Estate
- (b) If to Grantor:
Hudson County Community College
Attn: Dr. Glen Gabert
70 Sip Avenue
Jersey City, New Jersey

or to such other addressed as the respective party may direct by notice to the other parties. All notices shall be deemed effective upon receipt by the other party.

5. **Compliance with Laws.** Grantees shall observe and obey all the laws, ordinances, regulations and rules of the Federal, State and Municipal Governments, which may be applicable to its use and occupancy of the Easement.

6. **Construction of Improvements.** Grantee shall construct the improvements in accordance with the Construction Plans previously submitted to Grantor. Grantee's contractor shall execute a standard Right of Entry Permit prior to commencing construction activities on Grantor's Property. At no time shall the sidewalk area or gate be blocked by the College or its subcontractors preventing N J Transit access to its property or facility.

7. **Maintenance Responsibility.** Grantee shall be responsible, at its sole cost and expense, for all maintenance to keep the Easement Property underlying the Easement and all improvements constructed by Grantee on the Easement Property in good and safe condition and repair, including, without limitation, grading, paving, snow and ice removal, trash removal and clearing and cutting back trees and clearing of vegetation.

8. **Indemnification by Grantee.** The Grantee shall and shall cause any contractor and sub-contractor retained to perform work in furtherance of the grant of this Deed of Easement to defend, indemnify and save harmless the Grantor and its subsidiaries, agents, officers,

employees, and servants ("the Indemnified Parties") against all just or unjust claims, demands, actions, suits, causes of action, or damages, liabilities, judgments, losses of any kind whatsoever, penalties, costs and expenses including but not limited to court costs, reasonable counsel fees, expenditures and costs of investigations, hiring of witnesses, settlements, judgments or otherwise, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the grant of this Deed of Easement. The Grantor, shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Grantee along with full and complete particulars of the claim. If the suit is brought against the Grantor, the Grantor shall immediately forward to the Grantee every claim, demand, complaint, notice, summons, pleading or other process received by Grantor or its representatives. In the defense of any such claims, demands, suits, actions and proceedings, the Grantee, contractor or subcontractor shall not raise or introduce, without the express written permission in advance of the Attorney General of the State of New Jersey, any defense involving in any way the immunity of Grantor or the State of New Jersey, the jurisdiction of the tribunal over the Grantor or the State of New Jersey, or the provisions of any statutes respecting suits against the Grantor or the State of New Jersey. The Grantee expressly understands and agrees that insurance protection required by the Deed of Easement, or otherwise provided by the Grantee or its contractor or subcontractor shall in no way limit the grantee's, the contractor's or sub-contractor's responsibility to defend, indemnify, and save harmless the Indemnified Parties as herein provided under this Deed of Easement.

9. **Insurance.**

**INSURANCE - DURING CONSTRUCTION AND/OR MAINTENANCE
OF FENCE AND GATE ON GRANTOR'S PROPERTY**

The Grantee shall and shall cause its The Grantee shall and shall cause its contractor and any subcontractor retained to perform work in furtherance of the installation of the fence and gate subject of this Deed of Easement or any subsequent improvements performed on the Grantor's property to procure and cause to be procured and maintained until the completion of the work, the types of insurance specified below:

(a) **Fire Insurance and Extended Coverage (Builder's Risk):** "All Risk" Builder's Risk insurance coverage shall include terrorism coverage, for 100% of the Construction value upon the facility or facilities on which the work is to be executed or which is to be constructed, and shall also cover materials that will eventually form a permanent part of the finished improvements, stored in temporary structures, at off-site facilities, or in the open.

(b) **Worker's Compensation Insurance:** As required by the State of New Jersey, worker's compensation insurance shall be maintained for all employees to be engaged in work at the site of the Project under this Deed of Easement. In case any class of employees on the Project under this Deed of Easement is not protected under the Workers' Compensation Statute, the Grantee shall provide and cause any additional employers to provide employer's liability insurance for the protection of such of its employees as are not otherwise protected. Limits of Employer Liability are as follows:

Employer's Liability
\$1,000,000 each accident
\$1,000,000 each employee disease
\$1,000,000 policy limit – disease

(c) Commercial General Liability Insurance: Coverage shall be in an amount not less than \$5,000,000 combined single limit per occurrence for damages arising out of bodily injuries or death and/or property damage. This policy shall name the Indemnified Parties as additional insureds.

Coverage provided under this liability policy shall be on an occurrence basis and shall include, but not be limited to, premises operations liability, personal injury liability, property damage liability, contractual liability, independent contractors liability, products liability, and completed operations extending three (3) years following completion of all work. There shall be no coverage exceptions for property containing or adjacent to railroad facilities. All hazards to be covered shall include the so-called "XCU" coverage for explosion, collapse, and damage where work is to be done over or under NJ TRANSIT owned property.

(d) Automobile Liability Insurance: Coverage shall be in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage liability. This policy shall name the Indemnified Parties as an additional insured.

(e) Asbestos Abatement Liability – If at any time any party is performing the removal of any Asbestos Containing Material {ACM}, the Grantee shall cause the performing party to maintain throughout the entire period of their performance under this Deed of Easement Asbestos Abatement Liability Insurance in the amount of \$2,000,000 per loss and \$2,000,000 in the aggregate. In addition, such party shall maintain throughout the entire period of their performance under this Deed of Easement Transportation Pollution Coverage {Form MCS90} in the amount of \$2,000,000 or statutory minimum whichever is greater.

(f) Contractor's Pollution Liability Insurance – The Contractor and whoever is performing environmental removal or remediation work must procure and maintain through the duration of the construction, Contractor's Pollution Liability Insurance, including lead abatement if required, and removal operations in an amount of \$2,000,000 per occurrence and \$2,000,000 aggregate. Transport of any hazardous waste generated under this Deed of Easement shall require Hazardous Waste Haulers Insurance (MCS90) in an amount of \$2,000,000 per occurrence or statutory minimum, whichever is greater.

(g) Each policy shall include specific endorsements to said policy or policies as stated in this Article providing that "The insurance covered by this certificate will not be cancelled or materially altered, except after thirty (30) days written notice has been received by NJ TRANSIT." Insurance policies are to be written by good and solvent insurance companies authorized to do business in New Jersey with an A.M. BEST Insurance Rating of "A-" or better or by such other companies acceptable to Grantor in its sole discretion.

(h) The Contractor shall not commence work under this Deed of Easement until it has obtained the insurance required under this Paragraph and such insurance has been approved by the Grantor, nor shall the Grantee allow any contractor or subcontractor to commence work until the insurance required has been so obtained and approved.

INSURANCE – APPLICABLE ALL OTHER TIMES EXCEPT DURING CONSTRUCTION OR MAINTENANCE ACTIVITIES

The Grantee shall procure and shall cause to be procured and maintained policies of insurance for coverages as hereinafter described, which shall cover its operations hereunder and shall be effective throughout the letting under this Deed of Easement and shall afford coverage in not less than the amounts set forth below.

a. Commercial General Liability Insurance covering the Grantee's operations hereunder which shall initially be in a combined single limit of not less than \$5,000,000 for liability for bodily injury, for wrongful death and for property damage arising from any one occurrence. This policy shall name the Grantor and any other Indemnified Parties as additional insureds. The liability policy(ies) and certificate(s) of insurance shall include a cross-liability coverage providing severability of interests so that coverage will respond as if separate policies were in force for each insured.

Coverage provided under this liability policy shall be on an occurrence basis and shall include, but not be limited to, premises operations liability, personal injury liability, property damage liability, contractual liability, independent contractors liability and products liability. There shall be no coverage exceptions for property containing or adjacent to railroad facilities. All hazards to be covered shall include the so-called "XCU" coverage for explosion, collapse, and damage where work is to be done over or under NJ TRANSIT owned property.

b. Commercial Automobile Liability Insurance covering all owned, non-owned, hired or leased vehicles with a minimum of \$1,000,000 combined single limit per accident for bodily injury and property damage liability. This policy shall name NJ TRANSIT and the Indemnified Parties as an additional insured.

c. "All Risk" Property Insurance for such coverage covering the replacement cost of the Grantee's property located on Grantor's property.

d. Workers' Compensation Insurance and Employers' Liability Insurance: The Grantee shall procure and shall maintain Workers' Compensation Insurance, as required by applicable State law, for all of its employees who will be working in conjunction with the maintenance, repair and utilization of the fence and gate and area in front of the fence and gate on Grantor's property and, in case any such work is sublet, the Grantee's contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's workers' compensation insurance. In case any class of employees

working in furtherance of this Deed of Easement is not protected under the Workers' Compensation Statute, the Grantee, its contractor and sub-contractor if any, shall provide employer's liability insurance for the protection of such of its employees as are not otherwise protected. Limits of Employer's Liability are as follows:

Bodily Injury by Accident - \$1,000,000 each accident
Bodily Injury by Disease - \$1,000,000 each employee disease
Bodily Injury by Disease - \$1,000,000 policy limit – disease

e. The Grantor shall forward to the Grantee any notices or claims by third parties for property, personal injury, death or otherwise filed against the Grantor (or any of its wholly-owned subsidiaries) for handling under the Grantee's and its contractor's insurance program, upon receipt of which the Grantee or contractor, where appropriate, will also forward the same onto the applicable broker for the purpose of securing coverage from the Grantee's and/or contractor's excess liability carriers in keeping with the terms of the policies then in effect.

f. Such policy or policies shall contain an additional endorsement providing that the insurance carrier shall not, without obtaining the prior express permission of the Attorney General of the State of New Jersey, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Grantor, its directors, officers, agents or employees, the governmental nature of the Grantor, or the provisions of any statute respecting suits against the Grantor. Such policies shall not exclude or except from their coverage damages arising out of injury to or destruction of property occupied or used by or rented to the Grantee or its contractor, and shall include premises operations coverage and a contractual liability endorsement covering the obligations assumed by the Grantee under the this Deed of Easement.

g. As to insurance of any type whatsoever required or permitted by any provision of this Deed of Easement, a certificate or certificates evidencing the existence thereof, (including all required endorsements or binders) shall be delivered to the Grantor within twenty (20) days after the execution of this Deed of Easement. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate including said endorsements and such waiver of subrogation. Each such copy or certificate shall contain a valid provision or endorsement that: the Grantee and/or its contractor shall be solely responsible for the payment of premiums therefore notwithstanding that the Grantor is named as an additional insured. All Certificates must reference the Deed of Easement and Grantor and the remaining Indemnified Parties shall be named as a named or additional insured as required in this Paragraph. Insurance carriers furnishing the aforementioned coverage under this Deed of Easement shall maintain an A.M. Best rating of "A-" or better. The policies purchased and maintained in accordance with this Paragraph shall contain an endorsement stating that the Grantor will receive thirty (30) days prior written notice of cancellation of any such insurance policy.

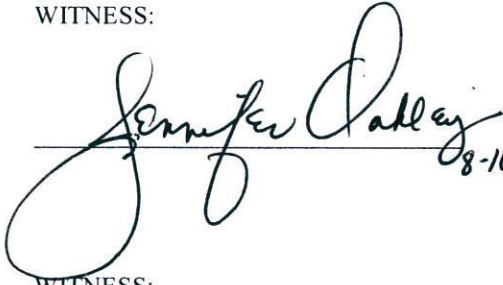
h. If the insurance provided by the Grantee, its contractor or sub-contractor fails to comply with the requirements contained in this Section or if the Grantee, its contractor or sub-contractor fails to maintain such insurance, then Grantor maintains the right to revoke the rights granted under the Deed of Easement until proper evidence of coverage is provided.

10. Miscellaneous.

(a) Except for the Easement granted herein, all other rights, title and interest in and to the properties which are burdened by these Easements shall remain with the Grantor, its successors and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Deed of Easement as of the day and year first above written.

WITNESS:


8-16-11

GRANTEE:
Hudson County Community College

By: 

Glen Gabert, President
Hudson County Community College

WITNESS:

GRANTOR:
New Jersey Transit Corporation

By: _____

Kimberly Vaccari
Chief Financial Officer and Treasurer

This Deed of Easement has been reviewed and approved as to form only.

PAULA T. DOW
Attorney General of New Jersey

By: _____
Martin Gill
Deputy Attorney General

STATE OF NEW JERSEY)
 : SS
COUNTY OF ESSEX)

On this ____ day of _____, 2011, before me, the subscriber, Kimberly Vaccari personally appeared, who, I am satisfied, is the person who signed the within instrument as the Chief Financial Officer and Treasurer of New Jersey Transit Corporation, the Corporation named therein, and she thereupon acknowledged that the said instrument made by the corporation and sealed with its corporate seal, was signed, sealed with the corporate seal and delivered by her as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.

STATE OF NEW JERSEY)
 : SS
COUNTY OF HUDSON)

On this ____ day of _____, 2011, before me, the subscriber, Glen Gabert personally appeared, who, I am satisfied, is the person who signed the within instrument as the President of Hudson County Community College, the Grantee named therein, and he thereupon acknowledged that the said instrument made by him and was signed, sealed, and delivered by him as such officer and is the voluntary act and deed of Hudson County Community College

EXHIBIT A



CERTIFICATE OF LIABILITY INSURANCE

OP ID JAM

DATE (MM/DD/YYYY)

10/06/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Liberty Insurance Associates 525 Route 33 Millstone Twp NJ 08535 Phone: 732-446-9100 Fax: 732-446-5300	CONTACT NAME: PHONE (A/C, M/F, EXT): FAX (A/C, M/F): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID#: SEACO-1														
INSURED Seacoast Builders Corp. 566 Halls Mill Road Freehold NJ 07728	INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: National Fireins Co of Hartford</td><td>20478</td></tr><tr><td>INSURER B: Valley Forge Insurance Co</td><td>20508</td></tr><tr><td>INSURER C: North River Insurance Co</td><td></td></tr><tr><td>INSURER D: Great American Insurance Co.</td><td>16691</td></tr><tr><td>INSURER E: Westchester Surplus Lines Inc</td><td>10172</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER	NAIC #	INSURER A: National Fireins Co of Hartford	20478	INSURER B: Valley Forge Insurance Co	20508	INSURER C: North River Insurance Co		INSURER D: Great American Insurance Co.	16691	INSURER E: Westchester Surplus Lines Inc	10172	INSURER F:	
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INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	AGG INSR	SUBR NYO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> X, C, U included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		X	2098094371	01/01/10	01/01/11	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (EX OCCURRENCE) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMPROP AGG \$ 2000000 Emp Ben. \$ 1000000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		X	2098094901	01/01/10	01/01/11	COMBINED SINGLE LIMIT (Ex accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DEDUCTIBLE \$ 0 RETENTION \$ 0		X	553091258-7	01/10/10	01/10/11	EACH OCCURRENCE \$ 5000000 AGGREGATE \$ 5000000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	2098095892	01/01/10	01/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000
D	Railroad Protective	X		R0082808091007216A	10/08/10	07/01/11	RRPL 2000000
E	Pollution Liability	X		G24167045 001	10/08/10	10/08/11	Pollution 2000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Twenty First Century Rail Corp, URS Corporation, Washington Division and New Jersey Transit are included as Additional Insureds as required by contract with our Named Insured, subject to policy terms and conditions.

Pedestrian Bridge, 49th St, Union City, NJ.

CERTIFICATE HOLDER

NJTRANS

New Jersey Transit
Facilities Management Division
8th Flr; Attn Technical Spclst
One Penn Plaza East
Newark NJ 07105-2446

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

NOTE PAD:

HOLDER CODE

NJTRANS

SEACO-1

PAGE 2

INSURED'S NAME

Seacoast Builders Corp.

OP ID JAM

DATE 10/06/10

Railroad Protective Liability Aggregate \$6,000,000.

Contract Operator's Address:

21st Century Corporation & URS Corporation, Washington Division;
100 Caven Point Ave, Jersey City NJ 07305-4604

21st Century Rail Corp & URS Corporation, Washington Division;
510 Carnegie Center, PO Box 5287, Princeton, NJ 08543-5287.

Exclusion of work performed within 50 feet of a railroad is deleted on the
General Liability Policy.

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
August 16, 2011**

XI. ADJOURNMENT

THAT, the meeting be adjourned at 5:35 P.M.

INTRODUCED BY: Katia Stack

SECONDED BY: Karen Fahrenholz

DATE: August 16, 2011

Fahrenholz, Karen	<u>AYE</u>
Fife, James	<u>AYE</u>
Kenny, Roberta	<u>ABSENT</u>
Kosakowski, Joanne	<u>AYE</u>
Lee, Bakari	<u>AYE</u>
Sires, Adrienne	<u>AYE</u>
Stack, Katia	<u>AYE</u>
Zampella, Alfred	<u>AYE</u>
Netchert, William, Chair	<u>AYE</u>

8 Ayes..... 0 Nay

*****RESOLUTION ADOPTED****

Jennifer Oakley
Signature of Recorder

8-16-2011
Date