Mary T. Norton Board Room, 4<sup>th</sup> Floor 70 Sip Avenue, Jersey City, NJ

## Regular Meeting SEPTEMBER 10, 2024

## **SIGN IN SHEET**

Name (PLEASE PRINT)	Affiliation/Representing	Time
ARA KARAKASHIAN	BIH	4:45
Chris Cody	Hun-SS/ACC	4.55
Ratti Manjikian	STEM	4:56
Heather Devices	Academic Allary	4:55
Youry's Dusuls	DE I	4:58
fotrich Mone	7.2	4:58
Lori Marzolin	HCC(	4:58
Royal Ross	tovolinent	5:00

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

## Regular Meeting - Board of Trustees

## Tuesday, September 10, 2024

5:00 P.M.

## Mary T. Norton Board Room and Via Zoom

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

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

https://zoom.us/j/97566676811?pwd=bXFybEpENHdBT3N6cmVaOExxYmNpQT09

Passcode: 771689

Telephone: 1 305 224 1968 Webinar ID: 975 6667 6811

Passcode: 771689

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

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

#### **AGENDA**

## I. CALL TO ORDER - FLAG SALUTE

Chair Peña

## II. ROLL CALL AND RECOGNITION OF VISITORS

#### Trustees:

Edward DeFazio, Secretary/Treasurer
Joseph Doria
Sally Elwir, Student Alumni Representative
Pamela Gardner, Vice Chair
Frank Gargiulo
Stacy Gemma
Roberta Kenny
Vincent Lombardo
Jeanette Peña, Chair
Christopher Reber, President (Ex Officio)
Silvia Rodriguez
Harold Stahl

III.	COMN	MENTS FROM THE PUBLIC	Chair Peña			
IV.	need to determ	<b>ED SESSION</b> (The Board of Trustees will determine whether there is a o go into closed session at the beginning of the meeting. If there is such a nination, an announcement will be made as to where the session will be on the agenda.)				
V.	REPO	RTS				
	1.	Student Government Association President's Report	Ms. Resurreccion			
	2.	All College Council Chair's Report	Dr. Cody			
	3.	President's Report	Dr. Reber			
VI.	REGU	LAR MONTHLY REPORTS AND RECOMMENDATIONS				
	1.	Minutes of Previous Meetings				
	2.	Gifts, Grants, and Contracts				
VII.	FISCA	L, ADMINISTRATIVE, LEASE, AND CAPITAL RECOMMENDATIONS	Dr. Reber			
VIII.	PERS	ONNEL RECOMMENDATIONS	Dr. Reber			
IX.	ACAD	Dr. Reber				
<b>X</b> .	NEW E	BUSINESS	Chair Peña			
XI.	ADJO	ADJOURNMENT Chair Peña				

## **HUDSON COUNTY COMMUNITY COLLEGE**

## **BOARD OF TRUSTEES MEETING**

## Tuesday, September 10, 2024

## II. ROLL CALL

## Trustees:

Edward DeFazio, Secretary/Treasurer	PRESENT
Joseph Doria	ABSENT
Sally Elwir, Student Alumni Representative	PRESENT
Pamela Gardner, Vice Chair	PRESENT
Frank Gargiulo	PRESENT
Stacy Gemma	ABSENT
Roberta Kenny	PRESENT
Vincent Lombardo	PRESENT
Jeanette Peña, Chair	PRESENT
Christopher Reber, President, Ex Officio	ABSENT
Silvia Rodriguez	PRESENT
Harold Stahl	PRESENT

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 <a href="The Jersey Journal">The Jersey Journal</a> and <a href="The Star">The Jersey Journal</a> and <a href="The Star">The Jersey Journal</a> and <a href="The Trustees">The Star</a> Ledger; filed with each office of the Hudson County Municipal Clerks; posted on the College Website and on Public Bulletin Boards of Hudson County Community College at 70 Sip Avenue, Jersey City, New Jersey, and at the North Hudson Campus, Union City, New Jersey, stating the date, time and place of said meeting.

## **MEETING INTRODUCTION**

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

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

Tuesday, September 10, 2024

III. COMMENTS FROM THE PUBLIC

None

Tuesday, September 10, 2024

IV. CLOSED SESSION

None

## Tuesday, September 10, 2024

## V. REPORTS

- 1. Student Government Association President's Report (N. Resurreccion)
- 2. All College Council Chair's Report (C. Cody)
- 3. President's Report (C. Reber)

Building AI Literacy Across the College Community

Matthew LaBrake, Executive Director, Center for Online Learning

## **HUDSON COUNTY COMMUNITY COLLEGE**

#### **BOARD OF TRUSTEES MEETING**

Tuesday, September 10, 2024

## VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS

## 1. MINUTES OF PREVIOUS MEETING

The Minutes of the Regular Meeting of August 13, 2024 are herewith submitted to the Board of Trustees for approval. (Page 9)

## Recommendation:

It is the recommendation of the President that the Board of Trustees accept the Minutes of the Regular Meeting of August 13, 2024.

## 2. GIFTS, GRANTS, AND CONTRACTS REPORT

Hudson County Community College has received the following grant:

TITLE: College-Based Center for Adult Transition

**AGENCY:** Office of the Secretary of Education, New Jersey

PURPOSE OF GRANT: Continuation Funding of HCCC's Adult Transition Center.

**COLLEGE ADMINISTRATOR:** Lori Margolin

**COLLEGE CONTRIBUTION:** \$0

**AWARD AMOUNT:** \$202,570

## **RESOLUTION**:

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

INTRODUCED BY:	Pamela Gardner				
SECONDED BY:	Frank Gargiulo				
DATE:	<u>September 10, 2024</u>				
DeFazio, Edward	AYE				
Doria, Joseph	ABSENT				
Gardner, Pamela	AYE				
Gargiulo, Frank	ABSENT				
Gemma, Stacy	AYE				
Kenny, Roberta	AYE				
Lombardo, Vincent	AYE				
Rodriguez, Silvia	ABSENT				
Stahl, Harold	AYE				
Peña, Jeanette, Chair	AYE				
	7 Ave 0 Nav				

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

Signature of Recorder

09/10/2024 Date

#### **HUDSON COUNTY COMMUNITY COLLEGE**

Regular Meeting – Board of Trustees Tuesday, August 13, 2024 5:00 P.M., In Person and Via Zoom

#### **MINUTES**

PRESENT: Edward DeFazio; Sally Elwir (Student Alumni Representative); Frank Gargiulo; Stacy Gemma;

Roberta Kenny; Vincent Lombardo; Jeanette Peña; Christopher Reber; Silvia Rodriguez; and

Harold Stahl.

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

ABSENT: Joseph Doria; Pamela Gardner (Vice Chair)

I. CALL TO ORDER - FLAG SALUTE

II. ROLL CALL

III. COMMENTS FROM THE PUBLIC - None

IV. CLOSED SESSION - None

V. REPORTS

## 1. All College Council Chair's Report

All College Council Vice Chair, Raffi Manjikian, offered the following report.

Good evening, Trustees. It's great to see you all as we prepare for the start of the fall 2024 semester!

I hope the summer months have been restorative and reflective for all. Many members of the All College Council (ACC) took time away from the beach and other summer activities to attend the President's Advisory Council on Diversity, Equity, and Inclusion (PACDEI) retreat with guest speaker Professor Loretta Ross and had the opportunity to interact and reengage. Thank you to Dr. Reber, Dr. Pujols, Professor Raffi Manjikian, and Diana Galvez for planning and hosting this great event!

Subsequently, two weeks after the PACDEI retreat, we had the honor of hosting the ACC retreat here at Hudson. On August 8, the ACC executive board, committee chairs, committee members, executive officers of the College, and students came together to discuss our mission and vision for the future. We reviewed the previous year's accomplishments, set goals for the coming months and semesters, and brainstormed new initiatives. I'd like to thank everyone who attended and contributed!

I'd like to announce several upcoming events happening this fall semester. First, College Service Day will be held on August 21, Convocation on August 27, and the first day of the fall semester will be August 28. We hope these upcoming events help encourage our students and colleagues to have a successful semester.

Next, the North Hudson Campus (NHC) will be hosting an in-service event that will be held on September 19, 2024, from 12:30 p.m. - 4:30 p.m. in the NHC Multi-Purpose Room. Finally, on Sunday, October 20 at 10:00 a.m., the Out of Darkness suicide prevention walk will be held in Hoboken. The event helps raise awareness and funding while sending a strong message that suicide can be prevented and that no one is alone. Please mark your calendars.

Now, onto our ACC committee reports:

- The Academic Senate has made significant progress in working through the Incomplete Policy, and we
  hope that the project can conclude this semester. Additionally, we are hopeful to move forward with
  and open new conversations regarding a universal grading scale and plan to start a project involving
  all instructors inputting grades into Canvas regardless of the teaching modality.
- The Student Affairs Committee has concluded a very successful semester. As you may recall from the
  last board meeting, the updated Lactation Policy for our student parent population was unanimously
  approved. We'd like to thank the outgoing chair, Katherine Morales, and welcome the incoming chair,
  Ariana Calle. This upcoming semester, under Ariana's leadership, the committee will look into new
  ways to support our continuing education students.
- The Development and Planning Committee will build upon last semester's success by continuing to
  raise awareness of the importance of giving back to HCCC. Anita Belle, who chairs this committee,
  reports that the group is in the process of creating visual infographics to demonstrate the effectiveness
  of small donations on a large scale. Additionally, the committee plans to hold scholarship application
  events in the future.
- The College Life Committee will resume its leadership of Steps for Wellness and the End of Semester Holiday Party. In addition, committee members Dr. Benny Yusef and Paula JnoVille proposed spearheading TedTalk-like seminars to enrich the College's intellectually engaged atmosphere. They also hope to give attention to employee wellness initiatives.
- The Technology Committee will return in a few weeks to find our community an effective wayfinding technology to navigate our campuses. The committee also has proposed taking up the issue of potentially creating a webpage on which HCCC community members can find all the apps used throughout the College.
- The Space and Facilities Committee reports that the new mural painting on the STEM Building is
  nearing completion. The committee will continue to work closely with Ilya Ashmyan and his team as
  the Center for Student Success and other construction projects proceed around us.

That concludes my report. I wish all our students a successful start to the new semester!

I'd also like to thank everyone who made this report possible, including ACC Vice Chair Raffi Manjikian, ACC Secretary Sarah Teichman, all the ACC committee members, President Reber, Cabinet, and the trustees. I look forward to providing more updates in September.

## 2. President's Report

President Reber offered the following report.

Good evening, Trustees.

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

Moment of Silence

Thank you.

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

Dr. Cody, thanks for your report.

We look forward to another substantive and productive year for the All College Council. We thank you, Raffi Manjikian, and Sarah Teichman for your continued stellar leadership of our shared governance organization. It is a pleasure working with you and your colleagues, and we appreciate everything you do for Hudson County Community College!

Trustees, our College community is abuzz with planning, meetings, and excitement as we prepare for the start of our new academic year in just two weeks.

As I have mentioned in several Green Memos, our entire college community will participate in College Service Day on Wednesday, August 21. This year's theme is "Empowering Faculty: A Day of Academic Challenge, Learning, and Reflection."

The day will include workshops and discussions on topics of great importance to our college family in the coming year and beyond, and will celebrate everyone's contributions to our students and our mission. We are expecting over 250 faculty and staff to participate in this annual opening event in the life of the College.

On the following Tuesday, August 27, we will celebrate New Student Convocation, which was reimagined last year – following the advice of our All College Council – to focus on students, and, particularly, incoming new students. Convocation is designed to inspire students to strive for success and help them feel an immediate connection to the HCCC family. This year's Convocation keynote will be offered by Darryl Bellamy, a motivational speaker and founder of "First Year Fearless."

Immediately preceding Convocation will be meetings of students, faculty, and staff in each of our academic schools. The day will conclude with an outdoor lunch and student information fair in the Culinary Plaza Park.

These important events are the outcome of the efforts of our entire Hudson County Community College family. We especially thank Vice President for Academic Affairs Dr. Darryl Jones, and all members of the planning committees, for their leadership.

This evening, I have invited Associate Vice President for Information Technology Services and Chief Information Officer Patricia Clay to speak with us about our ongoing cybersecurity planning and oversight, including risk management and continuous improvement initiatives.

Joining Trisha is Christopher Yula, Vice President of CyberSecOps. Trisha and Christopher, thank you for speaking this evening about this important topic.

Patricia Clay presented on Cybersecurity and Privacy Program Overview.

I'm Patricia (Trisha) Clay, the Associate Vice President and Chief Information Officer. I'm here to share with you our annual cybersecurity update. But, first, I'd like to introduce you to our partner, Christopher Yula, CyberSecOps Vice President of Sales and Strategy. Christopher and his colleagues provide us with virtual cybersecurity services.

Christopher Yula offered remarks.

Thank you very much for having me, and I'm sorry that I'm remote. My schedule didn't allow me to be there in person.

CyberSecOps has been focused on security since 2001. We converted to the name CyberSecOps about six years ago and continued with all the excellent work we had set as a foundation. We're a complete security consulting company. We help organizations within higher education, healthcare, and financial services understand the world of security and its impact on any organization, especially in higher education. One of the things we focus on is trying to help an organization understand the inherent risks that are out there. Things like Al and automation worried some until ChatGPT came out of nowhere and took over the world. But we have been focused on that area and helping organizations, including HCCC, prepare for those kinds of realities, and, as was said, those can be used as a weapon and defensive mechanism.

We have a pool of people working with HCCC, led by our CSO, Michael Sidari, who is directly in touch with Trisha, and, in tandem, they're doing a phenomenal job for the institution. The College understands its current system, threats and opportunities, what the risks are, what the path and journey should be, and how we can help continue to mitigate any oncoming risks in the future. We appreciate the partnership and

are here to do all we can to help the organization. We want the College and its staff, faculty, and students to stay as secure as possible.

Trisha Clay resumed her remarks.

Thank you, Chris.

While we're required by regulation to fulfill certain obligations, we seek to feel safe at home, as Hudson is Home to our students, by ensuring their security and privacy. Our goal remains to go beyond just checking boxes, and provide the best security we can with the resources at our disposal.

First, a bit about what a cybersecurity program is. Cybersecurity programs include policy and technical controls needed to mitigate risks of incidents arising from networks and connected technology. Why do we have a cybersecurity program? It's to prevent incidents such as the unfortunate ransomware attack that affected our partner, NJCU. They're still recovering three months after the attack. The threat actor was able to infiltrate and delete some of their backups. CyberSecOps is here to help us prevent incidents like this and make it harder for attackers to succeed.

As a result, Educause has listed cybersecurity as a key factor for institutional resilience and success. Our doors are open here, and much of our business is online. Our students are online or hybrid. They come in through the door or cyberspace. Therefore, we need to keep them protected.

Often, data breaches go undetected for months, and, in most cases, the initial incident begins with social engineering. They trick us like the breaches of the Democratic National Committee in 2016, which was a phishing incident. There's been a phishing incident against the government of Germany. Recently, we heard about another presidential campaign. It starts with a phishing email. We think it's the real person, and we react to it. The bonus side of this is that it helps make these attacks preventable.

Cybersecurity is a journey, not a destination – much like education, it is constantly evolving. In Information Technology Services (ITS), bad actors only need to be right once, while we have to be right every time to prevent breaches, so we're constantly working to stay ahead.

Our approach at HCCC, supported by our dedicated ITS team and the talented professionals at CyberSecOps, moves forward from looking at technical security controls in enterprise security to more strategic goals of focusing on privacy and ITS risk management. We are leveraging tools like Stellar Cyber, Apptega, Spy Cloud, SamePage, Ninjio, Knewbe4, and others to give an overview of our preventive technologies, activities, and progress reviews. These tools play a critical role in improving and enhancing our security posture and outcomes, including reviews, testing, and scanning dark web analysis, which help us understand our current posture.

We conduct phishing tests, host security awareness activities and provide training to keep our staff and faculty prepared. We use governance, risk, and compliance systems to monitor our progress on the policies, plans, and technical controls. The CyberSecOps security team and incident responders are available to help us and address issues that arise.

Since most incidents stem from human error, it's crucial to review and emphasize our security awareness, training, and continued progress on security plans. The training is continuous, and we verify our progress monthly. People are clearly engaging with the training, as we often receive responses like, "Sorry, I'm on vacation, but I'll do the training when I get back." The risk assessment gives us results, and then we react to those results and make technical and policy changes as necessary. The policies and plans are required by regulation and sound IT practice. We verify that our practices follow the industry standards to keep us as secure as possible.

The benefits of having proper policies include ensuring the confidentiality, integrity, and availability of data; helping to ensure that vulnerabilities are remediated quickly; ensuring the proper responsibilities, resources, plans, and programs are in place for cybersecurity; preventing inappropriate, insecure, and unauthorized access and use of HCCC resources; helping to reduce successful phishing attempts; ensuring network, systems, and application changes are secure and do not cause problems; ensuring data

are secure and protected at rest, in transit, and in use; ensuring a proper and rapid response to incidents that help keep us safe, secure, and in reliable operation.

Incident response is key to reacting to any suspected security threats. We have the processes and tools in place to react appropriately, and it's important to mention perceived incidents. We've had incidents where a touch screen went haywire, and the user thought their screen was being controlled, but it was just a technical failure. The analysis, reacting to it, and following up with the incident response plan keep us all safe, secure, and in a structured and protective environment.

The Gramm-Leach-Bliley Act (GLBA) is another important reason for our focus on plans and technical controls under the Federal Trade Commission (FTC). This goes back to 1999, but, now, the FTC considers institutions that administer financial aid to be financial institutions. Since we administer financial aid, they consider us like a bank. However, we're not a bank, but that's the way the regulation has progressed. This requires us to keep student information secure by enacting specific security controls that were not previously in place.

Despite these challenges, we have made tremendous progress in meeting the GLBA requirements in just one year and will continue to do so. We have long been conducting internal vulnerability scans, external penetration testing, and incident response, and we will continue to do so. Moving forward, we will also focus on data security, cyber defense, and security assessments. IT risk management and privacy are already underway.

I often say that paying attention to privacy leads to better security. Data that we don't collect are data we don't have to protect. If there is information about students that we don't need, we simply don't collect it. Providing students and employees with choices about their data is a proper thing to do. However, we must also balance that with the institutions' governmental needs and contractual obligations. Vendor risk management is also a key focus of the United States Department of Education. It's often discussed in Higher Ed as a whole and the FTC with GLBA. The data are ours to protect, regardless of what vendors are involved, and we have all the required individual pieces covered. We will continue to evaluate our vendors' cybersecurity and compliance practices as they can directly impact HCCC's security, minimizing HCCC's exposure to preventable risks while performing due diligence on each critical and high-risk vendor. We will refine the risk management program over the coming year to be more proactive.

Our current and future activities are aimed at providing the best protection against the most prevalent threats. We prioritize training, phishing testing, and monitoring. With all those areas covered, we begin to look at web security, managed security operations center services, improved computer protection, and secure browsers, all while we continue to improve in existing areas. In turn, we protect the environmental readiness, which we can control while trying to prevent human error as much as possible.

That's the year in review and our future. Thank you very much. I hope you remember that cybersecurity is a journey, not a destination. Thank you for your time tonight.

President Reber resumed his remarks.

Trisha, we thank you and your team for your strong leadership and proactive measures to ensure the ongoing security of our technology and systems.

Trustees, Hudson is Home!

This concludes my report.

## VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS:

- 1. The Minutes of the Regular Meeting of June 18, 2024 were approved.
- 2. Gifts, Grants, and Contracts Report

Hudson County Community College has received the following grants:

Title: National Voter Registration Day

Agency: National Voter Registration Day

Purpose of Grant: To Conduct National Voter Registration Day Activities at HCCC.

College Administrator: Jamilah Moudiab, Yeurys Pujols

College Contribution: \$0

Award Amount: \$2,700

Introduced by: Jeanette Peña Seconded by: Frank Gargiulo

8 Ayes...... Nays Resolutions Adopted

## VII. FISCAL, ADMINISTRATIVE, LEASE, AND CAPITAL RECOMMENDATION 1-22:

- 1. Resolution Approving Change Order No. 1 to the Contract for 119 Newkirk Street Demolition for Parking Stackers to be funded through Chapter 12 at a cost not to exceed \$1,373,182, was approved.
- 2. Resolution Approving Change Order No. 1 to the Contract for Architectural and Engineering Services for HVAC Upgrades and Replacements at the Culinary Conference Center to be funded through Chapter 12 at a cost not to exceed \$157,300, was approved.
- 3. Resolution Approving Architectural and Engineering Services On-Call List to be awarded to all proposers was approved.
- 4. Resolution Authorizing Award of Contract for Ground Maintenance Services at the Journal Square and North Hudson campuses to be funded from the operating budget at a cost not to exceed \$29,225, was approved.
- 5. Resolution Rejecting Bid for HVAC Repairs and Installation was approved.
- 6. Resolution Authorizing Purchase of Online Technology Training Certificate Programs to be funded from the operating budget at a cost not to exceed \$100,000, was approved.
- 7. Resolution Authorizing Purchase of Accuplacer Exams to be funded from the operating budget at a cost not to exceed \$2.05 per unit, was approved.
- 8. Resolution Authorizing Purchase of Computers, Laptops, and Docking Stations to be funded from the operating budget at a cost not to exceed \$472,998, was approved.
- 9. Resolution Authorizing Purchase of Monitors to be funded from the operating budget at a cost not to exceed \$46,872, was approved.
- 10. Resolution Authorizing Renewal of Smart Net Maintenance and Technical Support to be funded from the operating budget at a cost not to exceed \$233,951, was approved.
- 11. Resolution Authorizing Renewal of Information Security Program to be funded from the operating budget at a cost not to exceed \$136,770, was approved.
- 12. Resolution Authorizing Renewal of Citrix Virtual Apps and Desktop Software License to be funded from the operating budget at a cost not to exceed \$221,363, was approved.
- Resolution Authorizing Renewal of Adobe License for Faculty and Staff to be funded from the operating budget at a cost not to exceed \$31,232, was approved.

- 14. Resolution Authorizing Renewal of Security and Phishing Training and Security Platform to be funded from the operating budget at a cost not to exceed \$42,328, was approved.
- 15. Resolution Authorizing Renewal of College-Wide Telephone System Services to be funded from the operating budget at a cost not to exceed the rates set forth in the State Contract, was approved.
- 16. Resolution Authorizing Renewal of Texting Platform for Enrollment Services to be funded from the operating budget at a cost not to exceed \$74,374, was approved.
- 17. Resolution Authorizing Renewal of Staff and Faculty Monthly Parking at 511-523 52nd Street, West New York, NJ, with the Town of West New York to be funded from the operating budget at a cost not to exceed \$183,200, was approved.
- 18. Resolution Authorizing Renewal of Contract with WW Grainger for Supplies and Equipment to be funded from the operating budget at a cost not to exceed \$85,000, was approved.
- 19. Resolution Authorizing Renewal of a Subscription Service for Gabert Library to be funded from the operating budget at a cost not to exceed \$108,111, was approved.
- 20. Resolution Authorizing Renewal of Achieving the Dream Contract to be funded from the operating budget at a cost not to exceed \$60,500, was approved.
- 21. Resolution Authorizing Payment of Food Equipment Repair Services to be funded from the operating budget at a cost not to exceed \$95,815, was approved.
- 22. Resolution Authorizing Renewal of Purchasing Bid Threshold for Fiscal Year 2025 was approved.

Introduced by: Harold Stahl Seconded by: Frank Gargiulo

8 Ayes...... Navs Resolution Adopted

## VIII. PERSONNEL RECOMMENDATIONS 1-9:

#### 1. RESIGNATIONS

First Name	Last Name	Title	Effective Date
Deliana	Acosta	Mental Health Counselor	September 3, 2024
Hiram	Miranda	Au-Pair Coordinator	August 8, 2024
		Director, Continuing Education and Workforce	
Catherina	Mirasol	Development	September 30, 2024
Riddhi	Shah	Au-Pair Coordinator	July 7, 2024
	Vazquez-		
Natalia	Bodkin	Associate Director, Diversity, Equity and Inclusion	August 12, 2024

#### **RECOMMENDATION:**

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

## 2. APPOINTMENT OF FULL-TIME STAFF

First Name	Last Name	Title	Salary Grade	Effective Date	Annual Salary
Countlein	Doudoloo	Academic Counselor, Hudson	440	August 14,	Ф 70 54C 00
Cynthia	Bardales	Scholars	113	2024 August 16,	\$ 72,546.89
Jessica	Cortez	Academic Counselor	113	2024	\$ 58,956.82

		Academic Counselor, Hudson		August 14,	
Ryan	Csordas	Scholars	113	2024	\$ 63,576.37
-		Administrative Assistant,		August 16,	
Jacquelyn	DeLemos	Accessibility Services	108	2024	\$ 57,542.62
				September 9,	
Brooke	Duffy	Director of Library Instruction	117	2024	\$ 81,260.28
		Associate Director, North Hudson		August 16,	
Diana	Galvez	Campus	115	2024	\$ 67,795.04
				August 16,	
Jenny	Henriquez	Associate Director, Honors Program	115	2024	\$ 68,535.23
		Academic Counselor, Hudson		August 14,	
Junwen	Liu	Scholars	113	2024	\$ 58,741.96
		Director of ESL and Academic		August 14,	
Christopher	Rivera	Foundations English	117	2024	\$ 100,000.00
		Academic Counselor, Hudson		August 14,	
Rebecca	Shaffer	Scholars	113	2024	\$ 71,042.85
		Academic Advisor, North Hudson		August 16,	
Luz	Tellez	Campus	109	2024	\$ 51,608.53

**RECOMMENDATION:** 

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

## 3. APPOINTMENT OF TEMPORARY FULL-TIME FACULTY

First Name	Last Name	Title	Effective Date	Anticipated End Date	Annual Salary
Yusuf	Dag	Instructor, STEM (Non- tenure Track)	August 16, 2024	December 31, 2024	\$56,320.00
Robert	Maurer	Instructor, Culinary Arts (Non-tenure Track)	August 16, 2024	December 31, 2024	\$56,320.00

**RECOMMENDATION:** 

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

## 4. APPOINTMENT OF TEMPORARY FULL-TIME STAFF

First Name	Last Name	Title	Salary Grade	Effective Date	Anticipated End Date	Annual Salary
		Student Success Coach, Academic and Workforce Pathways Program (Grant-		September 1,		
Karina	Arango	funded)	109	2024	May 31, 2025	\$ 48,903.90
Anne	Hutchinson	Librarian	113	September 1, 2024	December 31, 2024	\$ 54,590.00
Matthew	Kolbusz	Associate Director, ESL and Academic Foundations English (Grant-funded)	115	August 14, 2024	September 30, 2026	\$ 76,559.27
		Student Success Coach, Academic and Workforce Pathways Program (Grant-		September 1,		
Fabiola	Occean	funded)	109	2024	May 31, 2025	\$ 48,904.30

**RECOMMENDATION:** 

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

## 5. AUTHORIZATION OF PART-TIME STAFF THROUGH AUGUST 2025, AS NEEDED

FIRST NAME	LAST NAME	OFFICE	TITLE	POSITION ID	SUPERVISOR
Jennifer	Cruz-Marulanda	Academic Affairs	Office Assistant	OFFAST- 252010	Pamela Bandyopadhyay
Jerminer	Oruz-iviarularida	Academic Support	Tutor and CTE	Tutor-252010	Dandyopadnyay
		Services	Academic	and GRATUT-	
Erika	Andal	Department	Coach	601021	Kenny Fabara
Lina	7 tridai	Academic Support	Codon	001021	Tronny rabara
		Services			
Marlenne	Andalia	Department	Tutor	Tutor-252010	Kenny Fabara
		Academic Support			
		Services	CTE Academic	GRATUT-	
Hafeda	Benounane	Department	Coach	601021	Kenny Fabara
		Academic Support			
		Services			
Elissa	D'Aries	Department	Tutor	Tutor-252010	Kenny Fabara
		Academic Support			
		Services			
Briana	Espinosa	Department	Tutor	Tutor-252010	Kenny Fabara
		Academic Support	Tutor and CTE	Tutor-252010	
		Services	Academic	and GRATUT-	
Farhan	Khan	Department	Coach	601021	Kenny Fabara
		Academic Support	Tutor and CTE	Tutor-252010	
		Services	Academic	and GRATUT-	
Stev	Lewis	Department	Coach	601021	Kenny Fabara
		Academic Support			
		Services			
<u>Nelson</u>	<u>Lovera</u>	Department	Tutor	Tutor-252010	Kenny Fabara
		Academic Support			
		Services			
Matthew	McClintock	Department	Tutor	Tutor-252010	Kenny Fabara
		Academic Support			
		Services	CTE Academic	GRATUT-	
Olivia	Na	Department	Coach	601021	Kenny Fabara
		Academic Support			
5		Services	CTE Academic	GRATUT-	
Dimarie	Pagan	Department	Coach	601021	Kenny Fabara
		Academic Support	OTE 4	004747	
	<b>D</b>	Services	CTE Academic	GRATUT-	
Laura	Robertson	Department	Coach	601021	Kenny Fabara
		Academic Support			
Maraa	Cabarilla	Services	Tutan	Tutor 050040	Kanny Fahara
Marco	Scherillo	Department	Tutor	Tutor-252010	Kenny Fabara
		Academic Support Services	Tutor and CTE	Tutor-252010	
Manesha	Singh		Academic Coach	and GRATUT-	Konny Eshara
เงเสเเธอเเล	Singh	Department	COacii	601021	Kenny Fabara
		Academic Support Services	CTE Academic	GRATUT-	
Selena	Suarez	Department	Coach	601021	Kenny Fabara
OCICIIA	Juaitz	Academic Support	COACII	001021	Nemily Fabara
		Services	CTE Academic	GRATUT-	
Marolla	Youakim	Department	Coach	601021	Kenny Fabara
iviaiUiia	I UUANIII	ADJ Academic	COACII	001021	Nemily Fabara
		Support Services			
Regina	Sevilla	Department	Tutor	Tutor-252010	Kenny Fabara
псуша	Ocvilia	l neharrineur	านเป	TUIOT-2020 TU	Tremity Favara

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lawar.	Jahnaan	A divis a secont	Academic	A duin a 200540	lammy Hamminusa
Jamar	Johnson	Advisement	Advisor	Advisor-200510	Jenny Henriquez
Chrisata	Canalas	Advisement	Academic Advisor	Advisor-200510	Johny Honriguez
Chrissto	Canales		Advisor	Advisor-200510	Jenny Henriquez
		Business, Culinary Arts, and Hospitality	PT Office	OFFAST-	
Destiny	Knowles	Management	Assistant	101030	Ara Karakashian
Destilly	KIIOWICS	Business, Culinary	Assistant	101030	Ala Naianasiliali
		Arts, and Hospitality	PT Additional	PTAACAI-	
Jasmine	Pascua	Management	Assignment	505230	Ara Karakashian
dasimile	1 doodd	Center for Online	Instructional	Instructional	7 II a Rarakasilian
Shelley	Naz	Learning	Technologist	Technologist	Callie Martin
<u> Circiicy</u>	1102	g	roomiologist	Library	Came Martin
			Library	Associate,	
			Associate,	Technology-	
Nesma	Eladawi	College Libraries	Technology	150510	Jing Yang
		Continuing	,		omg rang
		Education and	Customer		
		Workforce	Service	CSTAST-	
Ruth	Abadie	Development	Assistant	102010	Chastity Farrell
		Continuing			
		Education and			
		Workforce			
Marwa	Abdelgowad	Development	PT Instructor	PTINST-102010	Chastity Farrell
		Continuing			
		Education and			
		Workforce			
Jairo	Borja	Development	PT Instructor	PTINST-102010	Chastity Farrell
		Continuing			
		Education and			
		Workforce			
Martine	Cadet	Development	PT Instructor	PTINST-103005	Catherina Mirasol
		Continuing			
		Education and	57.1	HCINST-	Samaya
D: 1		Workforce	PT Healthcare	103005;	Yashayeva; Anita
Ricardo	Camacho Jr.	Development	Instructor	HCINST-601515	Belle
		Continuing			
		Education and			
Anthony	Chao Viak	Workforce	DT Instructor	DTINCT 100010	Chartity Formall
Anthony	Choo-Yick	Development	PT Instructor	PTINST-102010	Chastity Farrell
		Continuing Education and		HCINST-103005	Comovo
		Workforce	PT Healthcare	and HCINST-	Samaya Yashayeva; Anita
Gabriel	Cisneros	Development	Instructor	601515	Belle
Gabrier	Cisileios	Continuing	IIIStructor	001313	Delle
		Education and			
		Workforce			
Mariam	Elkholy	Development	PT Instructor	PTINST-102010	Chastity Farrell
		Continuing			J. Iddaty . diron
		Education and			
		Workforce	PT Healthcare		
Patricia	Gonzalez Feliz	Development	Instructor	HCINST-601515	Anita Belle
		Continuing			
		Education and			
		Workforce	PT Healthcare		
Johnstone	Libutsi	Development	Instructor	HCINST-601515	Anita Belle

	1	1	1	1	1
		Continuing			
		Education and			
		Workforce			
Christina	Lopilato	Development	PT Instructor	PT Instructor	Maritza Reyes
		Continuing			
		Education and			
		Workforce	PT Healthcare		
Melissa	Molinero	Development	Instructor	HCINST-604020	Anita Belle
		Continuing			
		Education and			
		Workforce	PT Healthcare		
Laverne	Ploom	Development	Instructor	HCINST-601515	Anita Belle
Laveille	FIOOIII	Continuing	IIISHUCIOI	110111011-001010	Allita Delle
		Education and			
		Workforce	DT	DTINIOT 400005	A D
Andres	Pulgarin	Development	PT Instructor	PTINST-103005	Anita Belle
		Continuing			
		Education and			
		Workforce			
Katherine	Sorto	Development	PT Instructor	PTINST-102010	Chastity Farrell
		Continuing			
		Education and			
		Workforce			
Liana	Tabatadze	Development	PT Instructor	PTINST-102010	Chastity Farrell
		Continuing			
		Education and			
		Workforce	PT Healthcare		
Sam	Varghese	Development	Instructor	HCINST-604020	Anita Belle
	J 5 9 9	Continuing			7
		Education and			
		Workforce	Program	PTPRGA-	
Chloe	Fabien	Development	Assistant	103005	Anita Belle
Office	1 doloi1	Early College	71001010111	OFFASST-	Christopher
Tasneem	Ahmed	Programs	Office Assistant	505410	Conzen
Tasticetti	Aimed	Frograms	ESL	PTCORDESLAF	CONZEN
Jedidiah	Palmer	ESL	Coordinator	E	Alison Wakefield
Jedidian	Fairie	Information	Coordinator	<u>L</u>	Alison Wakellelu
			DT DC	DTTECH	
Ola	Danis succes	Technology	PT PC	PTTECH-	IZ Al- Malaalsi
Christian	Dominguez	Services	Technician	253025	Kenneth Melewski
		Information		BOOMB	
0.1.1.	D	Technology	Instructional Lab	POSNID-	D: D
Cristina	Paez	Services	Assistant	253025	Diana Perez
		Information	DT D0	DTTEOU	
	_	Technology	PT PC	PTTECH-	
Reynel	Zamora	Services	Technician	253025	Kenneth Melewski
		Institutional	Institutional		
		Research and	Research		Christopher Reber;
John	Scanlon	Planning	Consultant	Consultant	Alexa Riano
		Nursing and Health			
Heather	Anderson	Professions	Skills Lab Tutor	PTSLT-101017	Lori M. Byrd
		Nursing and Health			
Anabela	Cunha-Almeida	Professions	Skills Lab Tutor	TUTOR-101017	Lori M. Byrd
		Nursing and Health			
Carol	Fasano	Professions	Skills Lab Tutor	PTSLT-101017	Lori M. Byrd
		Nursing and Health		OFFAST-	
Dhrumi	Shah	Professions	Office Assistant	101017	Lori M. Byrd
		•			•

Elvis	Valcarcel	STEM	Office Assistant	505455	Burl Yearwood
Maroola	Carionoz	1 10103010110	Citilio Edb/ Fdtol	OFFAST-	Lon IVI. Dyru
Marcela	Sanchez	and Health Professions	Skills Lab/Tutor	PTSLT-101017	Lori M. Byrd
·		School of Nursing			
Jaymee	Quintal-Brual	and Health Professions	Skills Lab/Tutor	PTSLT-101017	Lori M. Byrd
		School of Nursing			
Stanley	Parrales	Professions	Skills Lab/Tutor	PTSLT-101017	Lori M. Byrd
		School of Nursing and Health			
Miriam	Masias	Professions	Skills Lab/Tutor	PTSLT-101017	Lori M. Byrd
		and Health	0.00	DT01 T 404047	
		School of Nursing			
Susan	Lipyanka	Professions	Skills Lab/Tutor	PTSLT-101017	Lori M. Byrd
		School of Nursing and Health			
Fabiola	Josaphat	Professions	Skills Lab/Tutor	TUTOR-101017	Lori M. Byrd
E.I.L.	I a contract	School of Nursing and Health	OLUM 1 J. J. T. S	TUTOD 404047	L: M. D
Eileen	D'Alessio	and Health Professions	Skills Lab/Tutor	PTSLT-101017	Lori M. Byrd
		School of Nursing			
Mary Ellen	Cvek	and Health Professions	Skills Lab Assistant	PTSLAS- 101017	Lori M. Byrd
Ana Maria	Botea	Professions School of Nursing	Office Assistant	101017	Lori M. Byrd
A N 4	Date	and Health	055	OFFAST-	Lari M. Barri
		School of Nursing			

## **RECOMMENDATION**:

The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Authorization of Part-Time Staff listed above, as needed, as Personnel Recommendation Item No 5.

## 6. APPOINTMENT OF NEW HIRE ADJUNCT INSTRUCTORS

First Name	Last Name	School/Office	
Jed	Arkell	Business, Culinary Arts, and Hospitality	
		Management	
Michelle	Boston	Humanities and Social Sciences	
Joseph	Dario	Nursing and Health Professions	
Eileen	Canavan	Nursing and Health Professions	
Oleksandra (Alexa)	Fedorchenko	Humanities and Social Sciences	
		Science, Technology, Engineering, and	
Farheen	Hussain	Mathematics	
Jillyan	Jones	Academic Affairs	
Kaefa	Kanneh	Science, Technology, Engineering, and	
		Mathematics	
Amr	Khalil	Humanities and Social Sciences	
Cathryn	Lewis	Business, Culinary Arts, and Hospitality	
		Management	
Mary	Mercado	Academic Affairs	
Walter	Nealy	Humanities and Social Sciences	
Matthew	Ona	Nursing and Health Professions	
Carolina	Pajaro Ramirez	Nursing and Health Professions	
Elizabeth	Pastrana	Nursing and Health Professions	
Branden	Rippey	Humanities and Social Sciences	
Emma	Russo	Humanities and Social Sciences	

Juliet	Uwah	Nursing and Health Professions
Xiaoying	Wu	Humanities and Social Sciences

## **RECOMMENDATION:**

The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Appointment of New Hire Adjunct Instructors listed above as Personnel Recommendation Item No 6.

## 7. MODIFICATIONS TO STAFFING TABLE

## Accounting and Finance

			Current	New	Current	New Salary	
Current	New		Salary	Salary	Salary		<b>Effective</b>
Approved Title	Title/Classification	Incumbent	Grade	Grade			Date
	Associate Director,	Quintessence					August 5,
Accountant	Accounts Payable	Jones	113	115	\$ 66,950.00	\$ 72,000.00	2024
		Nicole					August 16,
Accountant	Senior Accountant	Sanchez	113	117	\$ 60,409.50	\$ 70,291.36	2024

## Career and Transfer Pathways

Current Approved Title	New Title/Classification	Incumbent	Current Salary Grade	New Salary Grade	Current Salary	New Salary	Effective Date
N/A	Associate Director, Career and Transfer Pathways	N/A	N/A	115	N/A	N/A	August 16, 2024
N/A	Senior Assistant Director, Career and Transfer (Grant-funded)	N/A	N/A	114	N/A	N/A	August 16, 2024
N/A	Career and Transfer Specialist (Grant- funded, Two Positions)	N/A	N/A	110	N/A	N/A	August 16, 2024
Transfer Coordinator	Career and Transfer Coach	Rimsha Bazaid	109	110	\$ 50,963.88	\$ 54,963.88	August 16, 2024
Career Coach	Career and Transfer Coach	Diana Sanchez	109	110	\$ 48,903.25	\$ 52,903.25	August 16, 2024
Perkins Equity Coordinator (Grant-funded)	Career and Transfer Specialist (Grant- funded)	Connie Silletti-Cafaro	109	110	\$ 54,548.92	\$ 58,548.92	August 16, 2024
Career Coach (Grant-funded)	Career and Transfer Specialist (Grant- funded)	Imane Zehaf	109	110	\$ 49,172.71	\$ 53,172.71	August 16, 2024

## Communications and Web Management

Current Approved Title	New Title/Classification	Incumbent	Current Salary Grade	New Salary Grade	Current Salary	New Salary	Effective Date
Social Media							August 16,
Coordinator	Assistant Director	Jessica Brito	109	113	\$ 61,098.73	\$ 68,907.27	2024
Director,	Assistant Vice	Jennifer					August 16,
Communications	President	Christopher	119	120	\$111,901.74	\$ 123,901.74	2024

Manager of Web	Associate Director,						
and Portal	Web and Portal	Kristofer					August 16,
Services	Services	Fontanez	113	115	\$ 59,969.71	\$ 67,500.00	2024
Web Developer							August 16,
(Part-time)	Web Developer	Jay Singh	N/A	111	N/A	\$ 51,821.74	2024

#### Institutional Research

Current Approved Title	New Title/Classification	Incumbent	Current Salary Grade	New Salary Grade	Current Salary	New Salary	Effective Date
Assistant							
Director,							
Institutional	Director, Institutional	Aycha					August 16,
Research	Research	Edwards	113	117	\$ 66,396.23	\$ 78,512.94	2024
Assistant Vice							
President,	Associate Vice						
Institutional	President, Institutional						July 1,
Research	Research	John Urgola	122	124	\$ 103,000.00	\$ 125,000.00	2024
	Assistant Director,						
N/A	Institutional Research	N/A	N/A	113	N/A	N/A	N/A
	Data and Reporting						
	Coordinator,						
N/A	Institutional Research	N/A	N/A	112	N/A	N/A	N/A

**RECOMMENDATION:** 

The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Staffing Table Modifications listed above as Personnel Recommendation Item No. 7.

8. Resolution Authorizing Temporary Agreement Between Hudson County Community College (HCCC) and the Professional Association for the Development of Zero-Cost Course Materials and Open Educational Resources

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

**WHEREAS,** the College, in support of its mission, has adopted two overarching institutional priorities: student success, and diversity, equity and inclusion, that guide all of the College's work; and,

**WHEREAS**, the College believes an increase in the number of courses utilizing zero-cost textbooks and open educational resources can help narrow equity gaps and can work to the benefit of students' success; and,

**WHEREAS,** through a collaborative and collegial process, members of the Administration and members of the Professional Association negotiated a Temporary Agreement that provides guidance and outlines appropriate compensation and professional development for faculty to develop zero-cost materials and open educational resources for courses in the College's inventory; and,

WHEREAS, the term of the Temporary Agreement is from fall semester 2024 through fall semester 2026; and,

WHEREAS, this Temporary Agreement has been ratified by the members of the Professional Association; and,

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College authorize the Temporary Agreement.

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

9. Resolution Approving Financial Bonus Compensation to Christopher M. Reber, HCCC President, in Recognition of His Exemplary Leadership and Performance During the 2023-24 Fiscal Year (Approved by Board Executive Committee)

**WHEREAS**, the Board of Trustees of Hudson County Community College (the "Board") and Christopher M. Reber (the "President") are parties to a Fifth Amended and Restated Employment Agreement; and,

**WHEREAS**, the President has led for significant positive strategic plan outcomes and local, statewide, and national college recognitions during 2023-24 (see Attachment II); and,

**WHEREAS**, upon the Recommendation of the Board of Trustees Executive Committee, the Board of Trustees wishes to award a \$15,000 (fifteen thousand dollar) bonus to the President in recognition of his exemplary leadership and performance during the 2023-24 academic year;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College hereby approve the award of a \$15,000 bonus to the President for his 2023-24 academic year performance.

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

## RESOLUTION:

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

Introduced by: Jeanette Peña
Seconded by: Vincent Lombardo

8 Ayes....... 0 Nays Resolutions Adopted

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

- 1. Resolution Authorizing Agreement Between Hudson County Community College (HCCC) and Paterson Public Schools (PPS) was approved.
- 2. Resolution Authorizing Affiliation Agreement Between Hudson County Community College (HCCC) and Hackensack Radiology Group was approved.
- 3. Resolution Authorizing Articulation Agreement Between Hudson County Community College (HCCC) and St. Thomas Aquinas College (STAC) for Academic Pathways in Accounting was approved.
- 4. Resolution Authorizing Renewal of Agreement Between Hudson County Community College (HCCC) and New York University (NYU) was approved.
- 5. Resolution Authorizing Agreement Between Hudson County Community College (HCCC) and Fairleigh Dickinson University (FDU) was approved.
- 6. Resolution Authorizing Renewal of Agreement Between Hudson County Community College (HCCC) and Equus Workforce Solutions was approved.
- 7. Resolution Authorizing Agreement Between Hudson County Community College (HCCC) and Bergen County Job Center (BCJC) was approved.
- 8. Resolution Authorizing Agreement Between Hudson County Community College (HCCC) and Pacific Northwest National Laboratories (PNNL) was approved.
- 9. Resolution Authorizing Agreement Between Hudson County Community College (HCCC) and Cassandra Consultants, LLC was approved.\*
- 10. Resolution Authorizing Articulation Agreement Between Hudson County Community College (HCCC) and LiUNA, New Jersey Construction Craft Laborers' Apprenticeship Program (LiUNA NJCCLAP) was approved.

Introduced by: Edward DeFazio Seconded by: Frank Gargiulo

8 Ayes..... 0 Nays

Resolutions Adopted

- X. NEW BUSINESS None
- XI. ADJOURNMENT at 5:33 p.m.

Introduced by: Jeanette Peña Seconded by: Frank Gargiulo

8 Ayes..... 0 Nays

Resolution Adopted

<sup>\*</sup>Trustee Jeanette Peña Abstained from Resolution 9.

Tuesday, September 10, 2024

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

## 1. Resolution Awarding HVAC Contract Maintenance and Repairs

**WHEREAS,** on September 6, 2024, Hudson College Community College ("College") held a public bid opening for needs to maintain and repair the HVAC Systems ("Services"); and,

**WHEREAS,** bidders were required to bid no less than the prevailing wage for various categories of workers, and to provide a percentage mark-up for materials and supplies; and,

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

<u>Vendor</u>	<u>Location</u>	Estimated Labor Cost	Materials and Supplies	<u>Total Cost</u>
Automated Building Controls	Neptune, NJ	\$405,000	\$220,000	\$625,000

WHEREAS, the Board of Trustees of Hudson County Community College has determined to award the contract for the Services to Automated Building Controls as permitted by N.J.S.A. 18A:64A-25.20; and,

WHEREAS, the term for these services is two (2) years; and,

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

WHEREAS, the Administration and Finance Committee recommend this award;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College award a contract for the Services from Automated Building Controls of Neptune, New Jersey, as described herein at a cost not to exceed \$625,000.

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

## 2. Resolution Awarding Contract for Electrical Services and Installations

**WHEREAS,** on September 6, 2024, Hudson County Community College ("College") held a public bid opening for a contract for electrical services and installations on a time and material basis ("Services"); and.

**WHEREAS,** bidders were required to bid no less than the prevailing wage for various categories of electrical workers, and to provide a percentage mark-up for materials and supplies; and,

WHEREAS, bidders were also required to bid on wages for emergency and overtime electrical work; and,

WHEREAS, the College received three (3) bids at the public bid opening as follows:

<u>Bidder</u>	<u>Location</u>	<u>Total Base Bid</u>
Magic Touch Construction	Keyport, NJ	\$571,790
Sal Electric	Jersey City, NJ	\$481,790

Troller Electric Ocean, NJ \$533,300

**WHEREAS**, the Board of Trustees of Hudson County Community College has determined to award the contract for the Services to Sal Electric as permitted by N.J.S.A. 18A:64A-25.20; and,

WHEREAS, the term for these services is two (2) years; and,

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

WHEREAS, the Administration and Finance Committee recommend this award;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College award a contract for the Services from Sal Electric of Jersey City, New Jersey, as described herein at a cost not to exceed \$481,790.

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

## 3. Resolution Authorizing Renewal of Siteimprove for Website Support

**WHEREAS,** Hudson County Community College ("College") needs to renew its subscription agreement with Siteimprove ("Service"); and,

**WHEREAS,** the Service is a platform used to ensure the College's website accessibility, usability, and quality to meet ADA compliance standards; and,

**WHEREAS,** pursuant to N.J.S.A. 18A:64A-25.11a, the College may award a contract without public advertising for bids when the purchase is made through a purchasing cooperative established through the State of New Jersey; and,

**WHEREAS,** SHI International Corp. (State Contract NJEdge #269EMCPS-21-001-EM-SHI) has quoted a price for the Service at a cost not to exceed \$54,215, which represents an 8% increase from the prior year; and,

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

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

WHEREAS, the Administration and Finance Committee recommend this award:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College award a contract to SHI International Corp. of Somerset, New Jersey, for the Service as described herein at a total cost not to exceed \$54,215.

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

## 4. Resolution Authorizing Renewal of Marketing, Advertising and Community Media Relations Services for the Office of Communications

**WHEREAS**, Hudson County Community College ("College") desires the services of a consultant to provide public relations support ("Services"); and,

**WHEREAS,** pursuant to N.J.S.A. 18A:64A-25.5 (a) (15), professional consulting services are exempt public from bidding; and,

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

WHEREAS, the College received the following proposals in response to the RFP:

<u>Vendor</u>	<u>Location</u>	<u>Cost</u>
Interact Communications	La Crosse, WI	\$420,000
Jones & Associates Communications, Inc.	Jersey City, NJ	\$114,996
Marketsmith, Inc.	Whippany, NJ	Proposal Incomplete
SCG Advertising & Public Relations	Whippany, NJ	\$90,000

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.19, the College has determined that the proposal submitted by Jones & Associates Communications, Inc. is in the best interests of the College, price and other factors considered, including Jones' twenty (20) year tenure with the College resulting in institutional knowledge of the College, students, administration, faculty, staff and partners; location within Jersey City allowing for rapid response to urgent and emergency situations that may arise; and unfettered access Jones allows to the College; and,

WHEREAS, there is a 16% price increase from the prior year; and,

WHEREAS, there has been no increase since 2022; and,

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

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

WHEREAS, the Administration and Finance Committee recommend this purchase;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College award a contract for the Services to Jones & Associates Communications, Inc. of Jersey City, New Jersey, as described herein at a cost not to exceed \$114,996.

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

## 5. Resolution Authorizing Renewal of Digital Advertisement Services

**WHEREAS,** Hudson County Community College ("College") needs to renew Digital Advertisement Services ("Services") for the Office of Communications; and,

**WHEREAS**, pursuant to N.J.S.A. 18A:64A-25.5 (a) (20), goods and services for personnel recruitment and advertising, including, without limitation, advertising seeking student enrollment, are exempt from public bidding; and,

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

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

<u>Vendor</u>	<u>Location</u>	<u>Cost</u>
Semgeeks	Belmar, NJ	\$51,320
VisionPoint Marketing. LLC	Raleigh, NC	\$113.848

**WHEREAS**, the College has determined that the proposal submitted by Semgeeks is responsive to the requirements of the RFP and in the best interests of the College, price and other factors considered; and,

**WHEREAS**, there is a 2% price increase from the prior year; and,

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

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

WHEREAS, the Administration and Finance Committee recommend this purchase;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College award a contract for digital advertisement services to Semgeeks of Belmar, New Jersey as described herein at a cost not to exceed \$51,320.

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

## 6. Resolution Authorizing Renewal of Student Services and Advising Platform

**WHEREAS**, Hudson County Community College ("College") needs to renew its agreement for a platform to assist with student services and advisement ("Platform"); and,

**WHEREAS,** pursuant to N.J.S.A. 18A:64A-25.11a, the College may award a contract without public advertising for bids when the purchase is made through a purchasing cooperative established through the State of New Jersey; and,

**WHEREAS,** EAB Global, Inc. (NJEDGE Contract #269EMCPS-23-007-EM-EAB) submitted a proposal for renewal at a total cost of \$243,867, which is a 7% increase from the prior agreement due to additional services; and,

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

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

WHEREAS, the Administration and Finance Committee recommend this purchase:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College award a contract to EAB Global, Inc. of Washington, DC, for a student services and advisement platform renewal as described herein at a cost not to exceed \$243,867.

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

## 7. Resolution Authorizing Renewal for Fundraising and Engagement Platform

**WHEREAS,** Hudson County Community College ("College") needs to renew its license for a platform to assist with fundraising and engagement ("Services"); and,

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

**WHEREAS,** Carahsoft (part of OMNIA Partners, Public Sector Cooperative/Contract #R191902) submitted a proposal for renewal of Salesforce and Salesforce Marketing Cloud services at a total cost of \$137,984, which is a 1% increase from the prior agreement; and,

WHEREAS, the term of the agreement is two (2) years; and,

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

WHEREAS, the Administration and Finance Committee recommend this award;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College award a contract with Carahsoft of Reston, Virginia, for the Services consistent with the terms described herein at a cost not to exceed \$137,984.

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

## 8. Resolution Authorizing Bookkeeping Services for the Foundation

**WHEREAS**, Hudson County Community College ("College") requires the services of a vendor to provide bookkeeping services ("Services") for the Foundation; and,

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

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

WHEREAS, the College received the following proposals in response to the RFP:

<u>Vendor</u>	<u>Location</u>	<u>Annual Amount</u>
Charles Cho	Edgewater, NJ	\$62,400
Forvis Mazars	New York, NY	\$96,000
Harish Hathiwala, CPA	Jersey City, NJ	\$76,800

**WHEREAS**, the experience of Charles Cho does not meet the requirements set forth in the RFP and as needed to be sufficient for the foundation and non-profit bookkeeping; and,

**WHEREAS**, the College has determined that the proposal submitted by Harish Hathiwala, CPA ("Harish") is in the best interests of the College, price and other factors considered; and,

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

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

WHEREAS, the Administration and Finance Committee recommend this purchase;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College award a contract for bookkeeping services to Harish Hathiwala, CPA of Jersey City, New Jersey, as described herein at a cost not to exceed \$76,800.

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

9. Resolution Authorizing Purchase of Specialty Food Products for Culinary Conference Center from Baldor Specialty Foods, Inc.

**WHEREAS,** Hudson County Community ("College") needs to purchase various specialty dairy, produce, and meat products, as well as paper supplies for the Culinary Conference Center; and,

**WHEREAS,** pursuant to N.J.S.A 18A:64A-25.5 (a) (7), the College may, without public advertisement, purchase food supplies and services; and,

**WHEREAS,** Baldor Specialty Foods, Inc., the current vendor providing the service, submitted a proposal to supply the specialty foods at a cost not to exceed \$80,000, which represents no increase from the prior year and is within the department's budget for specialty food purchases; and,

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

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

WHEREAS, the Administration and Finance Committee recommend this award:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College authorize the purchase of various specialty dairy, produce, and meat products, as well as paper supplies, from Baldor Specialty Foods, Inc. of Bronx, New York, at a cost not to exceed \$80,000.

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

## 10. Resolution Authorizing Purchase of Specialty Food Products for Culinary Conference Center from Driscoll Foods

**WHEREAS**, Hudson County Community ("College") needs to purchase various specialty food products for the Culinary Conference Center; and,

**WHEREAS**, pursuant to N.J.S.A 18A:64A-25.5 (a) (7), the College may, without public advertisement, purchase food supplies and services; and,

**WHEREAS,** Driscoll Foods, the current vendor providing the service, submitted a proposal to supply the specialty foods at a cost not to exceed \$50,000, which represents no increase from the prior year and is within the department's budget for specialty food purchases; and,

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

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

WHEREAS, the Administration and Finance Committee recommend this award;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College authorize the purchase of specialty food products from Driscoll Foods of Wayne, New Jersey, at a cost not to exceed \$50,000.

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

## 11. Resolution Authorizing Purchase of Seafood Products for Culinary Conference Center

**WHEREAS,** Hudson County Community ("College") needs to purchase various seafood products for the Culinary Conference Center; and,

**WHEREAS,** pursuant to N.J.S.A 18A:64A-25.5 (a) (7), the College may, without public advertisement, purchase food supplies and services; and,

**WHEREAS,** Blue Ribbon Fish Co., Inc., the current vendor providing the service, submitted a proposal to supply the seafood products at a cost not to exceed \$50,000, which represents no increase from the prior year and is within the department's budget for seafood products; and,

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

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

WHEREAS, the Administration and Finance Committee recommend this award;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College authorize the purchase of seafood products from Blue Ribbon Fish Co., Inc. of Bronx, New York, at a cost not to exceed \$50,000.

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

12. Resolution Authorizing Purchase of Dairy Products for Culinary Conference Center

**WHEREAS**, Hudson County Community ("College") needs to purchase various dairy products for the Culinary Conference Center; and,

**WHEREAS**, pursuant to N.J.S.A 18A:64A-25.5 (a) (7), the College may, without public advertisement, purchase food supplies; and,

**WHEREAS,** Dairyland USA Corporation, the current vendor providing the service, submitted a proposal to supply the dairy products at a cost not to exceed \$80,000, which represents no increase from the prior year and is within the department's budget for dairy products; and,

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

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

WHEREAS, the Administration and Finance Committee recommend this award;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College authorize the purchase of dairy products from Dairyland USA Corporation of Bronx, New York, at a cost not to exceed \$80,000.

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

## 13. Resolution Authorizing Purchase of Meat Products for Culinary Conference Center

**WHEREAS,** Hudson County Community ("College") needs to purchase various meat products for the Culinary Conference Center; and,

**WHEREAS,** pursuant to N.J.S.A 18A:64A-25.5 (a) (7), the College may, without public advertisement, purchase food supplies; and,

**WHEREAS,** Green Tree Packing Co., the current vendor providing the service, submitted a proposal to supply the meat products at a cost not to exceed \$60,000, which represents no increase from the prior year and is within the department's budget for meat products; and,

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

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

WHEREAS, the Administration and Finance Committee recommend this award;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College authorize the purchase of meat products from Green Tree Packing Co. of Passaic, New Jersey, at a cost not to exceed \$60,000.

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

## 14. Resolution Rejecting Proposal for Pest Control Services

**WHEREAS,** on August 27, 2024, Hudson County Community College ("College") held a public bid opening for a contract for pest control services ("Services"); and,

WHEREAS, the College received a single bid, from E&G Exterminators Inc. ("E&G"); and,

**WHEREAS**, E&G's bid substantially exceeded the industry standard cost for the Services and substantially exceeded the price which the College deems reasonable; and,

WHEREAS, the Administration recommends rejecting E&G's bid; and,

WHEREAS, N.J.S.A. 18A:64A-25.15 permits a County College to reject all bids;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College hereby reject the bid received for the Services for the reasons set forth herein.

BE IT FURTHER RESOLVED that the Administration is authorized to rebid the Services.

## **RESOLUTION**:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees approve the recommendations of the President, Administration, and Finance Committee as outlined above in **Item VII.**, **Fiscal, Administrative**, **Lease and Capital Recommendation 1-14**.

1) Resolution Awarding HVAC Contract Maintenance and Repairs; 2) Resolution Awarding Contract for Electrical Services and Installations; 3) Resolution Authorizing Renewal of Siteimprove for Website Support; 4) Resolution Authorizing Renewal of Marketing, Advertising and Community Media Relations Services for the Office of Communications; 5) Resolution Authorizing Renewal of Digital Advertisement Services; 6) Resolution Authorizing Renewal of Student Services and Advising Platform; 7) Resolution Authorizing Renewal for Fundraising and Engagement Platform; 9) Resolution Authorizing Purchase of Specialty Food Products for Culinary Conference Center from Baldor Specialty Foods, Inc.; 10) Resolution Authorizing Purchase of Specialty Food Products for Culinary Conference Center from Driscoll Foods; 11) Resolution Authorizing Purchase of Dairy Products for Culinary Conference Center; 12) Resolution Authorizing Purchase of Dairy Products for Culinary Conference Center; 13) Resolution Authorizing Purchase of Meat Products for Culinary Conference Center; and 14) Resolution Rejecting Proposal for Pest Control Services.

SECONDED BY:         Edward DeFazio           DATE:         September 10, 2024           DeFazio, Edward         AYE           Doria, Joseph         ABSENT           Gardner, Pamela         AYE           Gargiulo, Frank         ABSENT           Gemma, Stacy         AYE           Kenny, Roberta         AYE           Lombardo, Vincent         AYE           Rodriguez, Silvia         ABSENT           Stahl, Harold         AYE           Peña, Jeanette, Chair         AYE           Taye         Nay           ****RESOLUTION ADOPTED***	INTRODUCED BY:	Pamela Gardner	
DeFazio, Edward  Doria, Joseph Gardner, Pamela Gargiulo, Frank Gemma, Stacy Kenny, Roberta Lombardo, Vincent Rodriguez, Silvia Stahl, Harold Peña, Jeanette, Chair  AYE ABSENT AYE AYE AYE AYE ABSENT AYE ABSENT AYE ABSENT AYE AYE AYE AYE AYE ANA ANA ANA ANA ANA ANA ANA ANA ANA AN	SECONDED BY:	Edward DeFazio	
Doria, Joseph Gardner, Pamela AYE Gargiulo, Frank Gemma, Stacy Kenny, Roberta Lombardo, Vincent Rodriguez, Silvia Stahl, Harold Peña, Jeanette, Chair  ABSENT AYE AYE AYE AYE ABSENT AYE ABSENT AYE	DATE:	September 10, 2024	
*********	Doria, Joseph Gardner, Pamela Gargiulo, Frank Gemma, Stacy Kenny, Roberta Lombardo, Vincent Rodriguez, Silvia Stahl, Harold	ABSENT AYE ABSENT AYE AYE AYE AYE AYE AYE AYE ABSENT AYE	
Alada, Riana ***RESOLUTION ADOPTED***		7Aye0Nay	
Signature of Recorder Date	Alexa Riano	***RESOLUTION ADOPTED***	09/10/2024

## **HUDSON COUNTY COMMUNITY COLLEGE**

#### **BOARD OF TRUSTEES MEETING**

Tuesday, September 10, 2024

## VIII. PERSONNEL RECOMMENDATIONS

## 1. RESIGNATIONS

First Name	Last Name	Title	Effective Date
Ifesonye	Emefieh	Clinical Site Coordinator	August 26, 2024
Tania	Martins	Career Advisor, Center for Adult Transition	September 4, 2024
Eric	Okai	EOF Counselor	September 6, 2024
Ashley	Pianko	Instructor, Nursing	August 21, 2024
Dorante	Richards	Instructor, Nursing	August 27, 2024

**RECOMMENDATION:** 

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

## 2. APPOINTMENT OF FULL-TIME FACULTY

First Name	Last Name	Title	Effective Date	Annual Salary
Annie	Barran	Instructor, Nursing (Tenure-track)	August 16, 2024	\$ 60,744.88

**RECOMMENDATION:** 

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

## 3. APPOINTMENT OF TEMPORARY FULL-TIME FACULTY

First Name	Last Name	Title	Effective Date	Anticipated End Date	Annual Salary
		Instructor, History (Non			
Mark	Gomes	Tenure-track)	August 16, 2024	December 31, 2024	\$56,320.00
		Instructor, English (Non			
David	Nash	Tenure-track)	August 16, 2024	December 31, 2024	\$56,320.00
		Instructor, ESL (Non			
Ayca	Palancilar	Tenure-track)	August 16, 2024	December 31, 2024	\$56,320.00

**RECOMMENDATION:** 

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

## 4. APPOINTMENT OF TEMPORARY FULL-TIME STAFF

First Name	Last Name	Title	Salary	Effective Date	Anticipated	Annual
			Grade		End Date	Salary
		Coordinator, ESL Resource		September 16,	September 16,	
Omnia	Daoud	Center (Grant-funded)	109	2024	2025	\$ 50,000.00
		Administrative Support		September 16,		
Betzabe	Reyes	Specialist	105	2024	June 30, 2024	\$ 39,188.35
		Career Advisor (Grant-		September 11,	August 31,	
Katherine	Sorto	funded)	109	2024	2025	\$ 51,500.00

**RECOMMENDATION:** 

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

## 5. AUTHORIZATION OF PART-TIME STAFF THROUGH SEPTEMBER 2025, AS NEEDED

FIRST NAME	LAST NAME	OFFICE	TITLE	POSITION ID	SUPERVISOR
		Accessibility		READER-	
Cecil	Pacheco	Services	Notetaker/Reader	150525	Karine Davis
		Accessibility		READER-	
Bryan	Sierra Nunez	Services	Notetaker/Reader	150525	Karine Davis
		ADJ Academic			
		Support Services			
Justin	Cruz	Department	Tutor	TUTOR-252010	Kenny Fabara
Perla	De Aza Paniagua	Advisement	Academic Advisor	ADVISOR- 200510	Brianna Casagrande
	Ŭ				
_		Career and	PT Administrative	PTADAS-	
Omega	Dickerson	Transfer Pathways	Assistant	200531	Jennifer Valcarcel
Mina	Abdelmaseeh	Continuing Education and Workforce Development	PT Mentor	MENTOR- 603091	Maritza Reyes
		Continuing			
		Education and			
		Workforce			
Bernard	Adamitey	Development	PT Instructor	PTINST-103005	Catherina Mirasol
		Continuing			
		Education and	DT Chadairt Casasas		
Arofo	Ali	Workforce	PT Student Success	CCCAT	Maritza Daves
Arefa	Ali	Development Continuing	Coach, CAT	SSCCAT	Maritza Reyes
		Education and			
		Workforce		MENTOR-	
Haya	Almahdy	Development	PT Mentor, CEWD	603091	Maritza Reyes
Tidya	Airiandy	Continuing	T T WEITEN, OLVVD	000001	Mantza Noyes
		Education and			
		Workforce			
Emily	Arowosaye	Development	PT Healthcare Instructor	HCINST-601515	Anita Belle
		Continuing			
		Education and			
		Workforce			
Alison	Blumenfeld	Development	PT Healthcare Instructor	HCINST-601515	Anita Belle
		Continuing			
		Education and			
۸	Chichaidea	Workforce	DT In atmixet an	DTINCT 400040	Chaptity Farrall
Ana	Chkheidze	Development Continuing	PT Instructor	PTINST-102010	Chastity Farrell
		Education and			
		Workforce			
Aya	Daoud	Development	PT Instructor	PTINST-103005	Catherina Mirasol
- · · · · · · · · · · · · · · · · · · ·		Continuing		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	230.0
		Education and		HCINST-	
		Workforce	PT Healthcare Instructor;	601515;	Anita Belle;
Cherise	Dawson	Development	PT Instructor	PTINST-103005	Catherina Mirasol
		Continuing			
		Education and			
		Workforce		DTIMOT 10005	
Denise	Dubron	Development	PT Instructor	PTINST-103005	Catherina Mirasol
		Continuing			
	Fornanda-	Education and		ACDCCH	
Carlos	Fernandez- Chinchilla	Workforce	PT Academic Coach	ACDCCH- 603091	Maritza Payas
Carios	Chinoniia	Development	F I ACAGEMIC COACH	003091	Maritza Reyes

	1	Continuis	1	I	I
		Continuing Education and			
		Workforce			
Isak	Gomez	Development	PT Instructor	PTINST-103005	Anita Belle
		Continuing			7
		Education and			
		Workforce			
Khurshed	Khan	Development	PT Instructor	PTINST-103005	Catherina Mirasol
		Continuing			
		Education and Workforce			
Hydah	Kilonzo	Development	PT Healthcare Instructor	HCINST-601515	Anita Belle
Tiyuan	KIIOHZO	Continuing	F I Healthcare Instructor	110111011-001010	Allita Delle
		Education and			
		Workforce			
Shahida	Manzoor	Development	PT Instructor	PTINST-102010	Chastity Farrell
		Continuing			
		Education and			
Dada	Mantauni	Workforce	DT In atmost an	DTINOT 400040	Ob +i+ -
Reda	Mastouri	Development	PT Instructor	PTINST-102010	Chastity Farrell
		Continuing Education and			
		Workforce			
Melissa	Molinero	Development	PT Healthcare Instructor	HCINST-601515	Anita Belle
		Continuing			
		Education and			
		Workforce			
Jose	Montalvo	Development	PT Healthcare Instructor	HCINST-601515	Anita Belle
		Continuing			
		Education and Workforce		PTPRGA-	
Whitney M.	Mora Rivera	Development	PT Program Assistant	603093	Catherina Mirasol
vvinuicy ivi.	Word Mivera	Continuing	1 1 1 Togram Assistant	000000	Odificilia Willasoi
		Education and			
		Workforce			
Cynthia	Morrison	Development	PT Healthcare Instructor	HCINST-601515	Anita Belle
		Continuing			
		Education and			
Mandanna	Nolovondo	Workforce	PT Healthcare Instructor	LICINIST 601515	Anita Belle
Manuanna	Naleyanda	Development Continuing	P i Healthcare instructor	HCINST-601515	Anita belle
		Education and			
		Workforce			
Abiodun	Oladeji	Development	PT Healthcare Instructor	HCINST-601515	Anita Belle
		Continuing			
		Education and			
		Workforce		ACDCCH-	
Adrianne	Payne	Development	PT Academic Coach	603091	Maritza Reyes
		Continuing Education and			
		Workforce		ACDCCH-	
Joanne	Rivera	Development	PT Academic Coach	603091	Maritza Reyes
		Continuing		, , , , , ,	
		Education and			
		Workforce			
Angelo	Soto	Development	PT Healthcare Instructor	HCINST-601515	Anita Belle
		Continuing			
		Education and Workforce			
Michelle	Straussberg	Development	PT Instructor	PTINST-102010	Chastity Farrell
MICHEILE	Julaussuely	Development	FIMOUUCIOI	1° 11110 1 • 1020 10	Unabuty Faitell

	1	Continuing	I	I	l
		Education and			
		Workforce		MENTOR-	
Shemia	Superville	Development	PT Mentor, CEWD	603091	Maritza Reyes
	•	Continuing	,		,
		Education and			
Darnel		Workforce		MENTOR-	
Laurore	Theard	Development	Pt Mentor, CEWD	603091	Maritza Reyes
		Continuing	,		
		Education and		HCINST-	
		Workforce	PT Healthcare Instructor;	103005;	Samaya Yashayeva;
Kieyeitha	Ward	Development	PT Healthcare Instructor	HCINST-601515	Anita Belle
•		Continuing			
		Education and			
		Workforce			
Sara	Wolfe	Development	PT Instructor	PTINST-102010	Chastity Farrell
		Continuing			
		Education and			
		Workforce			
Steven	Wright	Development	PT Instructor	PTINST-102010	Chastity Farrell
	J	•	PT Accounts Payable	PTADAS-	,
Aubrey	West	Finance	Assistant	253015	Quintessence Jones
,		Hudson Helps	PT Food Pantry	PTRYMGR-	·
Abou	Traore	Resource Center	Manager	603055	Ariana Calle
		Hudson Helps	PT Food Pantry	PTRYMGR-	
Obniece	Walker	Resource Center	Manager	603055	Ariana Calle
<u> </u>				000000	7 11 13 11 13 13 13 13 13 13 13 13 13 13
Carmen	McGuire	Human Resources	PT Benefits Consultant	PT Benefits	Anna Krupitskiy
		Information			
		Technology	Instructional lab		
Hena	Arshad	Services	assistant	POSNID 253025	Diana Perez
		Information			
		Technology	Instructional lab	POSNID-	
Harshal	Patel	Services	assistant	253025	Diana Perez
		Information			
		Technology	Instructional lab		
Harsh	Patel	Services	assistant	POSNID 253025	Diana Perez
		Information			
		Technology	Instructional lab		
Ansh	Patel	Services	assistant	POSNID 253025	Diana Perez
		Information			
		Technology	Instructional lab		
Deep	Shah	Services	assistant	POSNID 253025	Diana Perez
		North Hudson		OFFAST-	
Luis S.	Reyes Alberto	Campus	Office Assistant, NHC	252030	Jason Jai Figueroa
	,	North Hudson	, -	OFFAST-	<u> </u>
Yadeline	Tineo	Campus	Office Assistant, NHC	252030	Jason Jai Figueroa
		School of			
		Humanities and			
		Social Sciences/			
Montaha	Osman	English; ESL	Academic Coach	AC-601013	Alison Wakefield
		School of Nursing			
		and Health			
Tecianna	Velasquez	Professions	Skills Lab/Tutor	TUTOR-101017	Lori M. Byrd
		Student Life and		PTEVAST-	
Keiry	Hernandez	Leadership	Event Assistant	701000	Veronica Gerosimo
1 Con y	TIGHIGHUEZ	Leadership	L Vont Assistant	101000	V CIOINCA GEIOSIIIIO

### **RECOMMENDATION**:

The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Authorization of Part-Time Staff listed above, as needed, as Personnel Recommendation Item No 5.

#### 6. APPOINTMENT OF NEW HIRE ADJUNCT INSTRUCTORS

First Name	Last Name	School/Office
Freya	Cedeno	Nursing and Health Professions
Ana	Chkheidze	Humanities and Social Sciences
Rita	Geniso	Nursing and Health Professions
Shannon	Mariniello	Nursing and Health Professions
Steffi	Montenegro	Nursing and Health Professions
Safa	Muhanna	Humanities and Social Sciences
Ayca	Palancilar	Humanities and Social Sciences
Rohini	Parikh	Humanities and Social Sciences
Dorante	Richards	Nursing and Health Professions
Patricia	Thompson	Nursing and Health Professions

**RECOMMENDATION:** 

The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Appointment of New Hire Adjunct Instructors listed above as Personnel Recommendation Item No 6.

### 7. MODIFICATIONS TO STAFFING TABLE

### **Continuing Education and Workforce Development**

The School of Continuing Education and Workforce Development (CEWD) has grown dramatically over the last six years. School staff have created bold partnerships and short-term, industry-recognized credentials nested in credit program pathways; achieved significant and escalating grant funding, and growing net revenue for the College. In order to sustain this remarkable momentum and further grow the School, which now serves approximately 10,000 students, a long-planned and one-time restructuring of School staffing is necessary. Cost of the restructuring will be partially offset with grant funds and net revenue generated through school programming.

Current	New		Current	New			<b>-66</b> 11
Approved	Title/Classificati	Ingumbent	Salary	Salary	Current Salami	Now Solome	Effective
Title	on	Incumbent	Grade	Grade	Current Salary	New Salary	Date
					\$	\$	September
Coordinator I	Coordinator II	Joyce Alvarez	109	112	48,903.89	53,125.72	16, 2024
	Student Success						
Student	Manager (Grant-				\$	\$	September
Success Coach	funded)	Karina Arango	109	113	48,903.90	56,247.32	16, 2024
					\$	\$	September
Coordinator I	Coordinator II	Dalisay Bacal	109	112	48,628.36	53,548.71	16, 2024
	Assistant Vice						
	President						
	(Partially Grant-				\$	\$	September
Director II	funded)	Anita Belle	119	120	87,418.16	100,000.00	16, 2024
Student	Coordinator II	Marian			\$	\$	September
Success Coach	(Grant-funded)	Betancourt	109	112	48,903.08	53,721.78	16, 2024
	Associate						
Business	Director (Partially				\$	\$	September
Developer	Grant-funded)	Dan Brookes	114	115	73,868.35	75,345.71	16, 2024
Internship	Coordinator II				\$	\$	September
Coordinator	(Grant-funded)	Natalie Brown	109	112	53,177.05	54,772.36	16, 2024
	Coordinator II	Denisse			\$	\$	September
Coordinator I	(Grant-funded)	Carrasco	109	112	48,903.89	53,474.77	16, 2024
Associate	Director II (Grant-				\$	\$	September
Director	funded)	Laurice Dukes	115	119	63,654.00	80,000.00	16, 2024
	Assistant Vice	Chastity			\$	\$	September
Director I	President	Farrell	117	120	85,232.71	100,000.00	16, 2024
Student	Coordinator II				\$	\$	September
Success Coach	(Grant-funded)	Evani Greene	109	112	48,903.90	53,466.36	16, 2024

	1	Carmen	1	1	\$	<b>S</b>	September
Coordinator I	Coordinator II	Guerra	109	112	47,479.51	54,097.64	16, 2024
Coordinator i	Coordinator II	Guerra	109	112	¢	\$	September
Coordinator I	Coordinator II	Brianna Heim	109	112	48,903.89	55,309.73	16, 2024
Occidinator i	Assistant Director	Brianna menn	100	112	+0,000.00	00,000.70	10, 2024
Student	(Partially Grant-				\$	\$	September
Success Coach	funded)	Machli Joseph	109	113	50,963.90	65,000.00	16, 2024
Associate	Associate	Widowiii Cocopii		1.0	\$	\$	September
Director	Director	Sean Kerwick	115	115	82,152.91	82,974.44	16, 2024
2	Manager (Grant-			1	02,102.01	\$	September
Advisor	funded)	N/A	109	113	N/A	56,247.32	16, 2024
					\$	\$	September
Coordinator I	Coordinator II	N/A	109	112	48,903.89	52,619.46	16, 2024
					,	\$	September
Director I	Director II	N/A	117	119	N/A	77,000.00	16, 2024
					\$	\$	September
Coordinator I	Coordinator II	Alex Muniz	109	112	50,144.41	54,580.90	16, 2024
	Student Success						
Student	Manager (Grant-	Fabiola			\$	\$	September
Success Coach	funded)	Occean	109	113	48,903.90	56,247.32	16, 2024
		Priscilla			\$	\$	September
Coordinator I	Coordinator II	Ochoa	109	112	54,518.75	56,097.56	16, 2024
	Administrative				\$	\$	September
Bookkeeper	Assistant	Prachi Patel	105	108	40,233.36	45,831.30	16, 2024
		Qua'fayshia			\$	\$	September
Coordinator I	Coordinator II	Ransom	109	112	50,753.46	55,309.73	16, 2024
Associate	Director II (Grant-				\$	\$	September
Director	funded)	Maritza Reyes	115	119	79,567.50	85,000.00	16, 2024
		Laura Riano			\$	\$	September
Coordinator I	Coordinator II	Mendez	109	112	48,903.89	53,125.72	16, 2024
	Career Services						
Alumni	Manager (Grant-	Maria Lita		1	\$	\$	September
Manager	funded)	Sarmiento	112	113	59,501.64	61,050.50	16, 2024
		N//A	400	140	\$	\$	September
Coordinator I	Assistant Director	N/A	109	113	48,903.89	55,250.44	16, 2024
	Coordinator II	A.II 4					0
Caardinatar	(Partially Grant-	Albert	100	110	\$	\$ 54.070.74	September
Coordinator I	funded)	Williams	109	112	50,536.99	54,870.74	16, 2024
Assistant	Associate	Samaya	110	115	\$ 64.047.00	\$ 70,005,40	September
Director	Director	Yashayeva	113	115	64,817.83	70,905.19	16, 2024

### Miscellaneous

Current Approved Title	New Title/Classification	Incumbent	Current Salary Grade	New Salary Grade	Current Salary	New Salary	Effective Date
Safety and							
Security	Associate Director,	Gregory					September
Manager	Safety and Security	Burns	113	115	\$ 71,742.22	\$ 74,574.21	16, 2024
	Senior Assistant						
Mental Health	Director, Mental Health						September
Counselor	Counseling	N/A	113	114	N/A	N/A	11, 2024

**RECOMMENDATION**:

The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Staffing Table Modifications listed above as Personnel Recommendation Item No. 7.

### **RESOLUTION**:

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

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

INTRODUCED BY:	Harold Stahl	_
SECONDED BY:	Pamela Gardner	_
DATE:	<u>September 10, 2024</u>	
DeFazio, Edward Doria, Joseph Gardner, Pamela Gargiulo, Frank Gemma, Stacy Kenny, Roberta Lombardo, Vincent Rodriguez, Silvia Stahl, Harold Peña, Jeanette, Chair	AYE  ABSENT  AYE  ABSENT  AYE  AYE  AYE  AYE  AYE  AYE  AYE  AY	
	7Aye0Nay	
Alexa Riano Signative of Recorder	***RESOLUTION ADOPTED***	09/10/2024

### **HUDSON COUNTY COMMUNITY COLLEGE**

#### **BOARD OF TRUSTEES MEETING**

Tuesday, September 10, 2024

#### IX. ACADEMIC AND STUDENT AFFAIRS RECOMMENDATIONS

1. Resolution Authorizing Articulation Agreement Between Hudson County Community College (HCCC) and Rowan University for Academic Pathways in Construction Management

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

**WHEREAS**, Hudson County Community College ("College") offers an Associate of Applied Science in Construction Management degree program ("Program"); and,

**WHEREAS**, one goal of the Program is the successful transfer of its students to four-year universities to pursue baccalaureate degrees; and,

**WHEREAS,** Rowan University ("Rowan") offers a Bachelor of Arts in Construction Management degree program and a Master of Engineering Management degree program; and,

WHEREAS, the College seeks to enter into an Articulation Agreement ("Agreement") with Rowan, whereby students who earn an Associate of Applied Science in Construction Management degree at the College will be able to transfer seamlessly into Rowan's Bachelor of Arts in Construction Management and Master of Engineering Management degree programs; and,

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

**WHEREAS,** the Administration, and the Academic and Student Affairs Committee, recommend the authorization of the Agreement between Hudson County Community College and Rowan University;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College authorize this Agreement between Hudson County Community College and Rowan University, effective upon the date of last signature.

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

2. Resolution Authorizing Affiliation Agreement Between Hudson County Community College (HCCC) and Pinnacle Health and Fitness

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

WHEREAS, the Programs include an internship experience; and,

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

WHEREAS, Pinnacle Health and Fitness has the capacity to meet the needs of the Programs; and,

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

**WHEREAS**, this Agreement will remain in effect for three (3) years unless otherwise terminated by either party in accordance with the parameters established in the Agreement; and,

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

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

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

3. Resolution Authorizing Affiliation Agreement Between Hudson County Community College (HCCC) and the Department of Health, City of Bayonne

**WHEREAS**, Hudson County Community College ("College") offers an Academic Certificate in Practical Nursing ("Program") through its School of Nursing and Health Professions; and,

WHEREAS, the Program includes a clinical experience; and,

WHEREAS, the Program requires sites at which students can fulfill the requisite clinical experience; and,

**WHEREAS,** the Department of Health, City of Bayonne has the capacity to meet the needs of the Program; and,

**WHEREAS,** Hudson County Community College seeks to enter into an Affiliation Agreement ("Agreement") with the Department of Health, City of Bayonne, whereby students enrolled in the Program will be able to complete clinical experiences; and,

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

**WHEREAS**, the Administration, and Academic and Student Affairs Committee, recommend the authorization of the Affiliation Agreement between Hudson County Community College and the Department of Health, City of Bayonne;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College authorize the Affiliation Agreement between Hudson County Community College and the Department of Health, City of Bayonne, effective September 15, 2024.

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

4. Resolution Authorizing Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and Cliffside Park Library

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

**WHEREAS**, the College offers Customer Service training through its School of Continuing Education and Workforce Development; and,

WHEREAS, the Cliffside Park Library has a need for the provision of this training; and,

WHEREAS, the College can meet this need; and,

**WHEREAS,** the College seeks to enter into a Memorandum of Understanding ("MOU") with the Cliffside Park Library, whereby the College will provide Customer Service training to employees of the Cliffside Park Library; and,

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

**WHEREAS,** the Administration, and Academic and Student Affairs Committee, recommend the authorization of the Memorandum of Understanding between Hudson County Community College and the Cliffside Park Library;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College authorize the Memorandum of Understanding between Hudson County Community College and the Cliffside Park Library, effective September 13, 2024.

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

5. Resolution Authorizing Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and Accessible Community Empowerments, LLC

**WHEREAS,** Hudson County Community College ("College") offers the Accessible College and Continuing Education for Student Success (ACCESS) Program through its Center for Adult Transition, which is housed in the College's School of Continuing Education and Workforce Development; and,

**WHEREAS,** the purpose of the ACCESS Program at the Center for Adult Transition is to provide educational pathways and training for individuals with intellectual or developmental disabilities ages 17-24; and,

**WHEREAS,** the College seeks to enter into a Memorandum of Understanding ("MOU") with Accessible Community Empowerments, LLC to establish a program, whereby the College will enroll students from Accessible Community Empowerments, LLC into the ACCESS program at the Center for Adult Transition; and.

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

**WHEREAS,** the Administration, and Academic and Student Affairs Committee, recommend the authorization of the MOU between Hudson County Community College and Accessible Community Empowerments, LLC;

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

College authorize the Memorandum of Understanding between Hudson County Community College and Accessible Community Empowerments, LLC, effective September 11, 2024.

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

6. Resolution Authorizing Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and Hoboken Public School District

**WHEREAS,** Hudson County Community College ("College") offers the Accessible College and Continuing Education for Student Success (ACCESS) Program through its Center for Adult Transition, which is housed in the College's School of Continuing Education and Workforce Development; and,

**WHEREAS**, the purpose of the ACCESS Program at the Center for Adult Transition is to provide educational pathways and training for individuals with intellectual or developmental disabilities ages 17-24; and,

**WHEREAS,** the College seeks to enter into a Memorandum of Understanding ("MOU") with Hoboken Public School District to establish a program, whereby the College will enroll students from Hoboken Public School District into the ACCESS program at the Center for Adult Transition; and,

**WHEREAS**, this MOU will remain in effect for the term listed in the MOU unless otherwise terminated by either party in accordance with the parameters established in the MOU: and.

**WHEREAS,** the Administration, and Academic and Student Affairs Committee, recommend the authorization of the MOU between Hudson County Community College and Hoboken Public School District;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College authorize the Memorandum of Understanding between Hudson County Community College and Hoboken Public School District, retroactive to August 14, 2024.

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

7. Resolution Authorizing Renewal of Affiliation Agreement Between Hudson County Community College (HCCC) and Alaris Health at Hamilton Park

**WHEREAS,** Hudson County Community College ("College") offers an Enhanced Certified Nurse Aide Program ("Program") through its School of Continuing Education and Workforce Development; and,

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

WHEREAS, the Program requires sites at which students can fulfill the requisite clinical experience; and,

WHEREAS, Alaris Health at Hamilton Park has the capacity to meet the needs of the Program; and,

**WHEREAS,** Hudson County Community College seeks to renew its Affiliation Agreement ("Agreement") with Alaris Health at Hamilton Park, whereby students enrolled in the Program will be able to complete clinical experiences; and,

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

**WHEREAS,** the Administration, and Academic and Student Affairs Committee, recommend the authorization of the renewal of the Affiliation Agreement between Hudson County Community College and Alaris Health at Hamilton Park:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College authorize the renewal of the Affiliation Agreement between Hudson County Community College and Alaris Health at Hamilton Park, effective September 10, 2024.

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

8. Resolution Authorizing Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and Hudson County Latin American Chamber of Commerce (HCLACC)

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

WHEREAS, the Hudson County Latin American Chamber of Commerce ("HCLACC") shares this vision; and.

**WHEREAS**, the College seeks to enter into a Memorandum of Understanding ("MOU") with HCLACC, whereby the College and HCLACC will work collaboratively to support entrepreneurs and small businesses in Hudson County in ways that may include workshops, business training programs, events to support entrepreneurial and student initiatives, and other collaborative programs; and,

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

**WHEREAS,** the Administration, and Academic and Student Affairs Committee, recommend the authorization of the MOU between Hudson County Community College and Hudson County Latin American Chamber of Commerce:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College authorize the Memorandum of Understanding between Hudson County Community College and Hudson County Latin American Chamber of Commerce, effective September 11, 2024.

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

9. Resolution Authorizing Letter of Agreement Between Hudson County Community College (HCCC) and Brookdale Community College

**WHEREAS**, through the New Jersey Council of County Colleges ("NJCCC") and the New Jersey Business and Industry Association ("NJBIA"), a Center for Workforce Innovation ("CWI") for Film and TV Production has been established; and,

WHEREAS, Brookdale Community College serves as the lead partner for this CWI; and,

WHEREAS, Brookdale Community College entered into an Access and Use License Agreement, effective May 15, 2024 ("Licensing Agreement"), with Content Talent South Consulting, LLC (CTS) to use certain curriculum materials and as more fully outlined under the terms and conditions of the Licensing Agreement; and,

**WHEREAS**, Hudson County Community College ("College") wishes to use and implement the curriculum materials of the Licensing Agreement at Hudson County Community College; and,

**WHEREAS,** Hudson County Community College seeks to enter into an Agreement ("Agreement") with Brookdale Community College, whereby it can use and implement the curriculum materials of the Licensing Agreement; and,

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

**WHEREAS,** the Administration, and Academic and Student Affairs Committee, recommend the authorization of the Agreement between Hudson County Community College and Brookdale Community College;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College authorize the Agreement between Hudson County Community College and Brookdale Community College, effective upon date of last signature.

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

10. Resolution Authorizing Agreement with the County of Hudson for a Second Extension of the Skills Training Academy

WHEREAS, Hudson County Community College ("College") and the Hudson County Department of Family Services and Reintegration ("HCDFSR", formerly the Hudson County Department of Housing and Community Reintegration); collectively, the Parties ("Parties"), entered into an Agreement for the delivery of the Skills Training Academy that was executed on May 1, 2023 (the "Agreement") for a period of one (1) year, which concluded on April 30, 2024; and,

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

WHEREAS, the Parties desire to further extend the term of the Agreement for an additional four (4) months so that the Agreement concludes on November 30, 2024 at a cost of SIXTY TWO THOUSAND FIVE HUNDRED FORTY-NINE AND 16/100 DOLLARS (\$62,549.16) to be paid by HCDFSR to the College; and,

**WHEREAS,** the Administration, and the Academic and Student Affairs Committee, recommend the authorization of the second extension to the existing Agreement between Hudson County Community College and the Hudson County Department of Family Services and Reintegration:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College authorize the second extension to the existing Agreement between Hudson County Community College and the Hudson County Department of Family Services and Reintegration, retroactive to August 1, 2024.

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

### RESOLUTION:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees approve the recommendations of the President, Administration, and Academic and Student Affairs Committee as outlined above in **Item IX.**, **Academic and Student Affairs Recommendations 1-10**:

1) Resolution Authorizing Articulation Agreement Between Hudson County Community College (HCCC) and Rowan University for Academic Pathways in Construction Management; 2) Resolution Authorizing Affiliation Agreement Between Hudson County Community College (HCCC) and Pinnacle Health and Fitness; 3) Resolution Authorizing Affiliation Agreement Between Hudson County Community College (HCCC) and the Department of Health, City of Bayonne; 4) Resolution Authorizing Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and Cliffside Park Library; 5) Resolution Authorizing Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and Accessible Community Empowerments, LLC; 6) Resolution Authorizing Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and Hoboken Public School District; 7) Resolution Authorizing Renewal of Affiliation Agreement Between Hudson County Community College (HCCC) and Alaris Health at Hamilton Park: 8) Resolution Authorizing Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and Hudson County Latin American Chamber of Commerce (HCLACC); 9) Resolution Authorizing Letter of Agreement Between Hudson County Community College (HCCC) and Brookdale Community College: and 10) Resolution Authorizing Agreement with the County of Hudson for an Extension of the Skills Training Academy.

INTRODUCED BY:	Frank Gargiulo	_
SECONDED BY:	Pamela Gardner	_
DATE:	September 10, 2024	
DeFazio, Edward	AYE	
Doria, Joseph	<u>ABSENT</u>	
Gardner, Pamela	<u>AYE</u> ABSENT	
Gargiulo, Frank Gemma, Stacy	AYE	
Kenny, Roberta	AYE	
Lombardo, Vincent	AYE	
Rodriguez, Silvia	ABSENT	
Stahl, Harold	AYE	
Peña, Jeanette, Chair	AYE	
	<u>7</u> Aye <u>0</u> Nay	
Aloxa Riano	***RESOLUTION ADOPTED***	09/10/2024
Signature of Recorder	<del>_</del>	Date

### **Supporting Documents**

**Click Here for Supporting Documents** 

### HUDSON COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES MEETING

Tuesday, September 10, 2024

X. NEW BUSINESS

None

### HUDSON COUNTY COMMUNITY COLLEGE

### **BOARD OF TRUSTEES MEETING**

Tuesday, September 10, 2024

### XI. ADJOURNMENT

Pamela Gardner

### **RESOLUTION**:

**INTRODUCED BY:** 

**NOW, THEREFORE, BE IT RESOLVED** that the September 10, 2024 meeting of the Hudson County Community College Board of Trustees be adjourned at <u>5:33</u> P.M.

SECONDED BY:	Vincent Lombarado	
DATE:	September 10, 2024	
DeFazio, Edward Doria, Joseph Gardner, Pamela Gargiulo, Frank Gemma, Stacy Kenny, Roberta Lombardo, Vincent Rodriguez, Silvia Stahl, Harold Peña, Jeanette, Chair	AYE  ABSENT  AYE  ABSENT  AYE  AYE  AYE  AYE  AYE  AYE  ABSENT  AYE  ABSENT  AYE  AYE  AYE	
Alsya Riano Signature of Recorder		

# ARTICULATION AGREEMENT BY AND BETWEEN HUDSON COUNTY COMMUNITY COLLEGE

### **AND**

### **ROWAN UNIVERSITY**

THIS ARTICULATION AGREEMENT (this "Agreement") is made and entered into DATE, by and between HUDSON COUNTY COMMUNITY COLLEGE ("Hudson"), having its principal administrative offices located at 263 Academy Street, Jersey City, NJ, 07306 and ROWAN UNIVERSITY ("Rowan"), having its principal administrative offices located at 201 Mullica Hill Road, Glassboro, New Jersey 08028, each a "Party" and together the "Parties". This Agreement sets forth the terms and conditions for a cooperative relationship regarding higher learning.

### I. PURPOSE

- A. This Agreement provides a pathway for Hudson students who have successfully completed the Associate of Applied Science (A.A.S.) in Construction Management, to pursue Rowan University's Bachelor of Arts (B.A.) in Construction Management and Master's of Engineering Management (MEM) online degree programs, administered by the Division of Global Learning & Partnerships and the Henry M. Rowan College of Engineering. (See APPENDICES A-D)
- B. The mission of the Construction and Engineering Management Programs is to meet the educational needs of the construction industry by training entry-level construction managers and by providing continuing education for construction employees.

### II. PARTNERSHIP SUPPORT

- A. Both Parties agree to appoint designated staff to administer the Agreement. These persons are charged with coordinating the work of the Program, facilitating review of the Agreement, and working collaboratively to address any and all administrative and academic issues that arise during the Agreement period. Parties' designated staff will serve as the primary liaison among the Parties as it relates to the Program implementation, joint activities, and student assessment.
- B. The Parties will jointly develop, review, and implement promotional and recruitment efforts to create interest in the Program among potential applicants and the general community, which include, but are not limited to publishing information on their respective websites, in admissions materials, and in other appropriate institutional communications.
- C. Both Parties' designated administrators and staff shall review the progress and policies of this Agreement at least once per year.

### III. ADMISSION INTO THE PROGRAMS

To ensure Hudson graduates are prepared for and benefit from study at Rowan University, normal admission rules apply.

Undergraduate BACM Transfer Admission Requirements:

- 1. Complete a Rowan University Application (\$65.00 Application fee is waived).
- 2. Submit an official Hudson transcript with evidence of the completion of their A.A.S. in Construction Management program.
- 3. If applicable, submit official transcripts from any previously attended college/university (regardless of number of credits earned).

Two enrollment options will be available to Hudson students:

- 1. Part-time enrollment with credits less than 12 semester hours.
- 2. Full-time enrollment with credits at or above 12 semester hours.

### Graduate MEM Transfer Admission Requirements:

- 1. Complete a Rowan University Application (\$65.00 Application fee is waived).
- 2. Submit an official transcript with evidence of the completion of a Bachelor's degree (or its equivalent) from an accredited institution of higher learning.
- 3. If applicable, official transcripts from any previously attended college/university. (regardless of number of credits earned).
- 4. Recommended minimum undergraduate cumulative GPA of 3.0 (on a 4.0 scale).
- 5. Current professional resume.
- 6. Typewritten statement of professional objectives (should be from applicant and describe how the program can advance career or educational goals beyond the master's level).
- 7. Two letters of recommendation (should be from professional administrators and include information which attests to applicant's ability to pursue a graduate degree).

Hudson students currently enrolled at Rowan will be grandfathered into this Agreement.

### IV. TRANSFERABILITY OF CREDITS

- A. Students may (consistent with University transfer credit policies) apply credit from previously completed post-secondary study toward the Rowan University undergraduate B.A. in Construction Management degree. Students must complete a minimum of 30 credit hours earned through Rowan University.
- B. Rowan will accept free elective credits with a letter grade of "D" or better from nationally accredited educational institutions & credit transferring entities such as ACE and National College Credit Recommendation Service (NCCRS). Rowan will recognize all national curriculum delivered by Hudson that adhere to standards set by the Council on Occupational Education (COE).
- C. For students who are accepted by Hudson into the 2+2 program with transfer credit from another institution, Rowan will evaluate the transfer credit based on the current direct articulations maintained with that institution. Any discrepancy in credit granted by Rowan from that given by the community college that puts the student at a disadvantage will be updated by the Rowan University advisors and the Rowan University Registrar Office to honor any articulations on Hudson's transcript.
- D. In addition to these credits, the Construction Management certificate program also allows students to obtain certificates in specific focus areas within the construction field. These certificates are designed to be stackable, enabling students to earn

credentials while earning course credits towards a B.A. in Construction Management degree. (See APPENDIX C)

### V. FINANCIAL AID

- A. For students pursuing a 2+2 Bachelor's degree, Financial Aid will be processed and provided by Hudson during the first two years of the program, and by Rowan during the last two years of the program.
- B. Students pursuing a 2+2 Bachelor's degree who matriculate to Rowan as a transfer student may be considered for Rowan institutional scholarship funds following standard and proprietary formulae employed by Rowan to determine institutional scholarship for all transfer students. All rules, regulations, guidelines and limitations of Rowan institutional scholarship will apply to such students. Rowan will be the sole responsible party for communicating information related to Rowan institutional scholarship to such students.

### VI. MARKETING AND RECRUITING

Both parties will obtain prior written permission from each other before using the name, symbol and/or marks of the other in any form of publicity in connection with this Agreement. This shall not include legally required disclosure by Hudson or Rowan that identifies the existence of this Agreement.

Only programs that have been agreed upon may be promoted or advertised, and all marketing and advertising efforts should be approved by both parties prior to public release. Upon request, partners will receive approved logos, usage guidelines, and approved photography for their usage. Misrepresentation, modification, or mis-use of the pre-approved brand elements and resources, including photography and logos, is strictly prohibited.

Rowan will be responsible for developing the content of the information to be provided to Hudson students, and Hudson will be responsible for distributing the information to their students. To support and encourage matriculation of Hudson graduates and highlight and inform students about the Hudson/Rowan collaboration, the following will occur:

- 1. Rowan development of Hudson-specific informational insert(s) paper and electronic.
- 2. Hudson inclusion of information in educational materials.
- 3. Rowan attendance/participation with conferences/meetings and/or information sessions for Hudson audiences as appropriate.
- 4. Rowan offered program conference calls and/or information sessions for Hudson audiences.

### VII. EFFECTIVE DATE, TERM, REVISION, RENEWAL AND TERMINATION

- A. This Agreement shall commence on the date when signed by all Parties and shall continue in full force and effect for a period of two (2) years.
- B. This Agreement shall renew automatically every two (2) years thereafter for a period of two (2) years, unless terminated upon one (1) year's prior notice by either Party to

- the other Party. In case this Agreement is terminated, any student in the Program at the time of termination will remain in the Program.
- C. Any Party may terminate this Agreement in its entirety for cause in the event that a Party is in default of the performance of any material obligation imposed under this Agreement and the default has not been substantially cured to the satisfaction of the non-defaulting Party(ies) within thirty (30) days following receipt by the defaulting Party of written notice of default.
- D. Notices: All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed effective (a) upon receipt, refusal of receipt, or the date noted as uncollected when sent by certified or registered mail, postage prepaid and return receipt requested, or (b) the earlier of receipt or two (2) business days when sent by a nationally recognized overnight courier, or (c) when sent by email transmission with proof of successful transmission retained by sender and confirmation of receipt provided by the recipient to the sender by return email, to the address set forth below or to such other addresses as the parties may hereto designate in writing.

If to Rowan University:
Anthony Lowman, Ph.D.
Provost & Senior Vice President for Academic Affairs
Rowan University
201 Mullica Hill Road
Glassboro, New Jersey 08028

With a Copy to: Office of General Counsel Rowan University 201 Mullica Hill Road Glassboro, NJ 08028

If to Hudson County Community College: Jeff Roberson, Jr. Director of Contracts Hudson County Community College 26 Journal Square Jersey City, NJ 07306

With a Copy to:
Dr. Burl Yearwood
Dean, School of STEM
Hudson County Community College
263 Academy Street
Jersey City, NJ 07306

### VIII. MISCELLANEOUS PROVISIONS

A. Each Party shall maintain the confidentiality of student records as required or permitted by applicable law.

- B. Any intentional misrepresentation of their qualifications, experience, education, or references shall immediately disqualify a student from any further participation in the Program.
- C. This Agreement may only be amended by mutual written agreement signed by a duly authorized representative of the Parties.
- D. The Parties agree that no person shall on grounds of age, race, color, religion, national origin, gender, sexual orientation, ancestry, physical disability, or any other protected class, be excluded from participation in violation of any law applicable to the Parties in connection with the terms of this Agreement. There shall be no discrimination against any employee engaged in the work required to produce the services and programs covered by this Agreement, or against any applicant for such employment because of age, race, creed, color, national origin, sex, ancestry, marital status, nor handicap. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The parties of this Agreement do hereby agree that the provision of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public agreements, and the rules and regulations promulgated pursuant thereunto, as the same may be amended or modified.
- E. Each Party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. §132a-7b (b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. §1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement. To the extent that the provisions of 42 U.S.C. § 1395x(v)(1)(I) and 42 C.F.R. § 420.302 (or their successor provisions) regarding Federal Government access to certain books and records are applicable to this Agreement, the Parties agree to comply therewith.
- F. In the event that either Party to this Agreement believes that any provision of this Agreement or the performance thereof is or might (i) be or result in the violation of any statute, rule, regulation, or administrative or judicial decision or (ii) jeopardize such Party's tax exempt status, its accreditation, or its eligibility to participate in federal healthcare programs, such Party shall have the right to propose an amendment to this Agreement, which, in such Party's judgment, would be necessary to prevent such violation or jeopardy. If, however, the Parties are unable to agree to an amendment to this Agreement within thirty (30) days after receipt of the proposed amendment, then this Agreement shall terminate immediately upon written notice of termination proposed by the Party proposing such amendment.
- G. Under this Agreement, Parties shall continue to be autonomous and shall be governed independently by their respective governing bodies and administrations except insofar as this Agreement specifically states to the contrary. It is not intended that an employer/employee, joint venture or partnership agreement be established hereby expressly or by implication between Parties. Rather, in discharging all duties and obligations hereunder, the Parties shall at all times be and remain in an independent contractor relationship. Each party shall be liable for its own debts, obligations, acts, and omissions.
- H. This Agreement is non-exclusive and all Parties expressly reserve the right to contract with other entities for the same or similar services provided therein. This Agreement is

- not intended to conflict with or affect any future affiliation between the Parties and institutions not a Party to this Agreement.
- I. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular manner shall be held to include the plural, unless the context otherwise requires. The headings in this instrument have been inserted for convenience only and are not to be considered in any way in the construction or interpretation of this instrument.
- J. This Agreement may be executed in as many counterparts as is necessary or convenient, each of which shall be deemed an original, but all such counterparts shall constitute but one and the same agreement; however, the Parties understand and agree that only English-language counterparts shall be in effect and control. Facsimile and electronically scanned signatures on this Agreement shall have the same force and effect as an original signature.
- K. Each Party agrees to comply with all laws, rules, and regulations applicable to performance under this Agreement.
- L. This Agreement and its Attachments, if any, shall be binding on the Parties and their respective successors and assigns. No Party shall assign its duties and obligations under this Agreement without the prior written consent of the other Party.
- M. Each Party represents that it has the authority to enter into and be bound by this Agreement and that each Party had an equal part in drafting this Agreement.
- N. Parties acknowledge that this Agreement represents the entire agreement among the Parties with respect to the subject matter contained herein. Any change in the terms herein must be made in writing and signed by the Parties.
- O. 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.

### IX. INSURANCE

- A. Hudson shall maintain comprehensive general liability coverage written on an occurrence basis for itself and its employees, staff, students or agents performing services under this Agreement with limits of coverage of no less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. Coverage will apply for the duration of this agreement and for the duration of each individual's tenure or matriculation at Rowan. Upon execution of this agreement, Hudson will provide Rowan with a certificate of insurance.
- B. Hudson shall maintain workers' compensation insurance for its employees with statutory limits and employers' liability insurance in minimum amounts of \$1,000,000 bodily injury, each occurrence; \$1,000,000 disease, each employee; and \$1,000,000 disease, aggregate limit.
- C. Rowan is an agency of the State of New Jersey, U.S.A. Any agreement signed on behalf of the State of New Jersey by a State official shall be subject to all of the provisions of the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.), and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligation of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort

Claims Act. The Act also creates a fund and provides for payment of claims under the Act, including claims alleging professional error and/or omissions, against the State of New Jersey or against its employees for which the State is obligated to indemnify against tort claims, which arise out of the performance of their duties. Claims against the State of New Jersey or its employees should be referred to the State of New Jersey, Division of Risk Management, P.O. Box 620, Trenton, NJ 08625.

### X. WARRANTIES

Parties do hereby warrant and represent that they are qualified by training and experience to perform the required services and programs in the manner and on the terms and conditions set forth herein. Parties further 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 and shall not be 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGE

**IN WITNESS WHEREOF**, the parties hereto, duly authorized, have caused this Agreement to be executed by their respective proper officials. The Parties, and the signatories to this Agreement, represent that all necessary actions have been taken to authorize such execution.

Date

By:		
-	Anthony Lowman, Ph.D.	

Provost & Senior Vice President for Academic Affairs

**ROWAN UNIVERSITY:** 

By:

Jeff Hand, Ph.D.

Senior Vice President
for Strategic Enrollment Management

### **HUDSON COUNTY COMMUNITY COLLEGE:**

By:		
	Darryl Jones, Ph.D.	Date
	Vice President	
	of Academic Affairs	

### APPENDIX A

### B.A. IN CONSTRUCTION MANAGEMENT (BACM) $PROGRAM \ REQUIREMENTS^1$

### **B.A. IN CONSTRUCTION MANAGEMENT PROGRAM REQUIREMENTS**

Course	Course Title	Credits
CM 01301	Fundamentals of the Const. Industry I	3
CM 01302	Fundamentals of the Const. Industry II	3
CM 01304	Project Administration	3
CM 01305	Construction Cost Account, Estimating, and Finance	3
CM 01303	Project Building Systems	3
CM 01306	Construction Project Planning and Scheduling	3
CM 01408	Industry Relations in the Construction Industry	3
CM 01410	Building Construction Systems and Codes	3
CM 01409	Building Energy Systems for Construction Managers	3
CM 01411	Construction Safety & Loss Prevention	3
CM 01407	Advanced Leadership and Communication	3
CM 01412	Capstone Course – Writing Intensive (WI)	3

### ROWAN CORE REQUIREMENTS

Course	Course Title	Credits
COMP 01111	College Composition I - Communicative Literacy	3
COMP 01112	College Composition II - Communicative Literacy	3
CMS 04205 or	Public Speaking or Digital Presentations - Communicative	3
CMS 04206	Literacy	
QTNL Attribute	Quantitative Literacy Course	3
SCIL Attribute	Scientific Literacy Course	4
ARTL Attribute	Artistic Literacy Course	3
GLBL Attribute	Global Literacy Course	3
HUML	Humanistic Literacy Course	3
Attribute		
LIT Attribute	Literature Course	3

1. See APPENDIX B for a complete list of courses required for the AAS Construction Management to BACM degree pathway.

# APPENDIX B A.A.S. IN CONSTRUCTION MANAGEMENT AT HUDSON COUNTY TO B.A. IN CONSTRUCTION MANAGEMENT AT ROWAN UNIVERSITY

Key: The course in **bold** is the course the student should take. [The course in brackets is the equivalent course at RU]

1 CSS 100 College Student Success (1CR) [INTR 99070 Free Elective (1CR)] [Artistic Literacy, Global Literature (3CR)] 2 ENG 101 College Composition I (3CR) [COMP 01111 College Composition I [WA 01302 Intro to Technical (2CR)]	
Broad-Based Literature (3CR)  ENG 101 College Composition I (3CR)  [COMP 01111 College Composition I [WA 01302 Intro to Technical	
2 ENG 101 College Composition I (3CR) ENG 103 Technical Report V [COMP 01111 College Composition I [WA 01302 Intro to Technical	4 *
[COMP 01111 College Composition I [WA 01302 Intro to Technical	$]^1$
	Writing (3CR)
(200)	Writing
(3CR) Communicative Literacy] (3CR)]	
3 MAT 100 College Algebra (3CR) CHP 100 Introduction to Ch	emistry
[MATH 01123 College Algebra (3CR)] (3CR)	
[CHEM 05100 Prep College C	
CHEM 05075 GE Chemistry I	Elective
(1CR)]	
4 CSC 100 Intro to Computers and CNM 120 Intro Engineering	Sci and Calcs
Computing (3CR) (4CR)	
[INTR 99000 NC/Non-Transferrable   [INTR 99070 Free Elective (40	CR)]
(0CR)]	
5 ENG 112 Public Speaking (3CR) MAT 103 Business Mathema	· /
[CMS 04205 Public Speaking [MATH 01123 College Algebra	ra (3CR)]
Communicative Literacy (3CR)]	
13 Total Semester Credits 16 Total Semester C	
[10 Total Semester Credits] [14 Semester Cred	-
Semester 3 Hudson Semester 4 Hudson	
1 EGS 101 Engineering Graphics (2CR) CNM 220 Construction Code	` /
[CEE 08102 Engineering Graphics (2CR)] [INTR 99070 Free Elective (30	
2 SCI 101 Introduction to Physical ECO 201 Principles of Macro	oeconomics
Science (3CR)  [PUISC 01110 Pair Physical Sci (2CR)]  [FCON 04101 Jutto Food Mac	omassam (2CD)
[PHSC 01110 Prin Physical Sci (3CR)] [ECON 04101 Intro-Econ Mac Humanistic Literacy]	croecon (3CR)
3 CNM 202 Const. Proceed Materials and CNM 230 Construction Proj	aat Planning
Tests (4CR) and Control (3CR)	ect I familing
[INTR 99070 Free Elective (4CR)] INTR 99070 Free Elective (30	CR)]
4 CNM 205 Surveying and Site Planning CNM 225 Cost Estimation (3	
(3CR) [INTR 99070 Free Elective (30)	
[SET 01208 Route/Construct Surv (3CR)]	C10/J
5 CNM 201 Introduction to Basic CNM 222 Construction Proj	ect
Structures (3CR)  Management (4CR)	<del>-</del>
[INTR 99070 Free Elective (3CR)] [INTR 99070 Free Elective (40	CR)]
15 Total Semester Credits 16 Total Semester C	/ -
[15 Semester Credits] [16 Semester Cred	

	HUDSON COUNTY	ROWAN
	60 TOTAL PROGRAM CREDITS	57 TOTAL TRANSFER CREDITS
	Semester 5 Rowan	Semester 6 Rowan
1	COMP 01112 College Composition II	If needed, GLBL Global Literacy Course OR
	(3CR) Communicative Literacy	Free Elective (3CR) <sup>1</sup>
2	If needed, LIT Literature Course OR Free	Free Elective (3CR)
	Elective (3CR) <sup>1</sup>	
3	SCIL Scientific Literacy (Lab) Course	QNTL Quantitative Literacy (Math) Course
	(4CR)	(4CR)
4	If needed, ARTL Artistic Literacy Course	Free Elective (3CR)
	OR Free Elective (3CR) <sup>1</sup>	
5	Free Elective (3CR)	Free Elective (4CR)
		*As needed for 120CR requirement for B.A.
		degree
	16 Total Semester Credits	17 Total Semester Credits
	Semester 7 Rowan	Semester 8 Rowan
1	CM 01301 Fundamentals of the	CM 01302 Fundamentals of the Construction
	Construction Industry I (3CR)	Industry II (3CR)
2	CM 01304 Project Administration (3CR)	CM 01412 Capstone Course - WI - Writing
		Intensive (3CR)
3	CM 01407 Advanced Leadership and	CM 01303 Project Building Systems (3CR)
	Communication (3CR)	
4	CM 01306 Construction Project Planning	CM 01410 Building Construction Systems
	and Scheduling (3CR)	and Codes (3CR)
5	CM 01305 Construction Cost Account,	CM 01408 Industry Relations in the
	Estimating, and Finance (3CR)	Construction Industry (3CR)
	15 Total Semester Credits	15 Total Semester Credits
	DEGREE PROGRAM TOTAL	120
	CREDITS	

 The following Hudson County GE Diversity electives fulfills one or more Rowan literacy requirement: ANT 101 [ANTH 02202 Global]; ART 120 [ARHS 03220 Artistic]; LIT 215/225 [ENGL 02075 Literature]; MUS 102 [MUSG 06447 Artistic & Global]; MUS 104 [MUSG 06220 Artistic]; PHL 103 [REL 10214 Humanistic & Literature]; SOC 260 [SOC 08230 Humanistic]

# APPENDIX C ROWAN CONSTRUCTION MANAGEMENT CERTIFICATE OF UNDERGRADUATE STUDIES (CUGS)

### CONSTRUCTION MANAGEMENT CERTIFICATE

The Construction Management CUGS is designed for students entering the construction field and are looking to get a fundamental understanding of how the industry works. The certificate covers the standard design phases: programming, conceptual design, schematic design, design development, construction documents and construction administration.

COURSE #	COURSE TITLE	CREDITS
CM 01301	Fundamentals of the Construction Industry I	3
CM 01302	Fundamentals of the Construction Industry II	3
CM 01303	Project Building Systems	3
CM 01304	Project Administration	3

### PROJECT MANAGEMENT CERTIFICATE

The Project Management CUGS is intended for students who have a basic understanding of the construction processes and are ready to obtain more in-depth industry knowledge. It covers concepts related to space use and occupancy, types of contraction, fire-resistive construction, interior finishes, building materials, inspections and tests. Students will familiarize themselves with construction building codes with reference to the International Building Codes (IBC).

COURSE #	COURSE TITLE	CREDITS
CM 01305	Construction Cost Accounting, Estimating & Finance	3
CM 01306	Construction Project Planning & Scheduling	3
CM 01409	Building Energy Systems for Construction Managers	3
CM 01410	Building Construction Systems & Codes	3

### **CONSTRUCTION LEADERSHIP CERTIFICATE**

The Construction Leadership CUGS is designed for students who wish to learn the unionized environment of the construction field as well as the communication, writing and research skills required to be an effective construction leader. It covers various perspectives on the collective bargaining systems and includes legal and regulatory environment, problem-solving and the roles of labor and corporation. The applied research contained within the Construction Leadership certificate will allow students to become subject matter experts ready to lead construction units and/or their very own construction companies.

COURSE #	COURSE TITLE	CREDITS
CM 01407	Advanced Leadership & Communication	3
CM 01408	Industrial Relations in the Construction Industry	3
CM 01411	Construction Safety & Loss Prevention	3
CM 01412	Capstone Course - Writing Intensive	3

## APPENDIX D ROWAN UNIVERSITY MASTER OF ENGINEERING MANAGEMENT (MEM)

The MEM online program provides professional engineers with the leadership skills they need to advance to management-level positions. The MEM makes it convenient for working professionals to attend class while pursuing their engineering management career goals. Students explore administrative procedures such as organizational behavior and teamwork, strategic decision making, and supervising. The combination of engineering and business courses provide an ideal balance of advanced technical concepts and managerial skills with a focus on project management.

### **Program Overview:**

### 10 Courses/30 Credits

Part-time program offered in an accelerated online format.<sup>1</sup> Students can focus on one of two tracks:

- 1. Construction management
- 2. Project management

### **REQUIRED COURSES (18CR)**

COURSE #	COURSE TITLE	CREDITS
EM 01501	Engineering Economics	3
EM 01511	Strategic Risk Management	3
EM 01512	Quality in Engineering Management	3
EM 01513	Engineering Decisions	3
EM 01541	Engineering Law and Ethics	3
EM 01542	Facilities Management	3
EM 01543	Systems in Engineering Management	3
MGT 06666	Managing Engineering Teams	3
MGT 06677	Management Skills for Engineers	3
MIS 02526	Project Management for Engineers	3

### **CONSTRUCTION MANAGEMENT TRACK COURSES (12CR)**

COURSE #	COURSE TITLE	CREDITS
EM 01521	Construction Management	3
EM 01522	Construction Scheduling	3
EM 01523	Cost Engineering	3
CEE 08504	Engineering Estimating	3

### PROJECT MANAGEMENT TRACK COURSES (12CR)

COURSE #	COURSE TITLE	CREDITS
EM 01513	Engineering Decision Making	3
MGT 06677	Management Skills for Engineers	3
MGT 06666	Managing Engineering Teams	3

EM 05142	Facilities Management	3	1
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1. 2 courses are scheduled per semester for 5 consecutive semesters resulting in possible degree completion in less than 24 months.

**Note**: The courses listed above are not official and are subject to change. For an official list of available courses please visit the Rowan Global section tally.

# STUDENT PERSONAL FITNESS TRAINING CERTIFICATE AND STUDENT EXERCISE SCIENCE A.S. AFFILIATION AGREEMENT BETWEEN HUDSON COUNTY COMMUNITY COLLEGE AND \_\_PINNACLE HEALTH AND FITNESS \_\_\_

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

### Pinnacle Health and Fitness (Agency) 30 Brower Lane Hillsborough, NJ 08844

### 1. **TERM**

This contract shall be for a period of three years commencing Sept \_1st\_\_, 2024 and continuing until August 31st , 2027 for the:

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

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

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

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

### 2. COLLEGE RESPONSIBILITIES

The College as the sponsoring agency agrees:

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

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

- b. To provide an assignment schedule of dates for the affiliation periods throughout the academic year.
- c. That students assigned for internship experience will receive no compensation.
- d. To require that students conform to the rules, regulations, and policies of Agency. These rules, regulations and policies will be available and reviewed with the students and Faculty by the Agency.
- e. To require student's statement of health screening to include:
  - 1. physical exam
  - 2. proof of negative reaction to two (2) consecutive Mantoux tests given within three (3) weeks, or if positive reaction, negative chest x-ray result on file
  - 3. rubella, rubeola, varicella and mumps immunity as proven by blood test or written physician's confirmation
  - 4. hepatitis B vaccine or signed waiver, if student refuses to be immunized
  - 5. current CPR certification
- f. To provide medical documentation of any special physical needs of students and to provide for any special allergic needs of the students.
- g. Student curriculum, attendance, and scheduling shall be under the direction of the College as long as they do not conflict with the Agency's policies, rules, and regulations. In the event of such conflict, the parties shall meet in an attempt to resolve same.

### 3. AGENCY CENTER RESPONSIBILITIES

- a. To participate in joint evaluation of the effectiveness of the internship experiences through meetings and/or written evaluations of the students and Faculty.
- b. To provide necessary supplies, facilities, and supervision as may be required to insure quality education for the students.
- c. To provide an orientation of its facilities, policies, and procedures for the College's Faculty and students.
- d. The Agency shall at all times retain sole responsibility for all client and patient care, and the extent of participation of the student in assisting with or observing

client care. (However, the foregoing statement is not meant to address the issue of ultimate legal liability in the event of a claim.)

### 4. <u>MUTUAL OBLIGATIONS</u>

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

### 5. **INSURANCE**

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

### 6. **CONFIDENTIALITY**

Both the College and Agency shall at all times comply with standards mandated by state and federal law of regulatory agencies and accrediting agencies, including those pertaining to confidentiality and documentation, including student information and other personally identifiable information, and HIPAA. To the extent the services require the Agency to receive any confidential student information during the provision of the services, Agency agrees to comply with the requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 C.F.R. Part 99. Regardless of format or medium, such information is considered confidential and protected by FERPA. Such information shall not be disclosed or shared with any third party by Agency, except as permitted by the terms of this Agreement or under State or Federal Law.

### 7. **INDEMNIFICATION**

The College agrees to protect, indemnify, and hold harmless Agency, and its respective officers, trustees, employees, faculty members, house staff, and attending physicians

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

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

### 8. <u>EMERGENCY MEDICAL CARE</u>

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

### 9. **REGULATORY REQUIREMENTS**

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

### 10. **JURISDICTION AND VENUE**

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

### 11. **GOVERNING LAW**

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

### 12. **NO AGENCY/PARTNERSHIP**

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

Signed:	
J	Christopher Reber, President
	Hudson County Community College
	Date
Signed:	
	Lisa Medawar, Executive Director
	Pinnacle Health and Fitness
	Date
	Date

Item IX., Academic and Student Affairs Attachment III Resolution 3

# AFFILIATION AGREEMENT BETWEEN HUDSON COUNTY COMMUNITY COLLEGE AND DEPARTMENT OF HEALTH, CITY OF BAYONNE, NEW JERSEY

This affiliation agreement ("Agreement"), effective September 15, 2024, is between Hudson County Community College ("College"), located at 70 Sip Avenue, Jersey City, New Jersey 07306, and the Department of Health, City of Bayonne ("Department of Health, City of Bayonne"), located at 630 Avenue C, Bayonne New Jersey 07002, (collectively, the "parties"), for the Practical Nursing (PN) Program. The parties agree as follows:

### 1. **TERM**

This contract shall be for a period commencing September 15, 2024, and continuing through September 15, 2026.

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

Either party may at any time during the term of this agreement, with or without cause, terminate this agreement upon one hundred twenty (120) days written notice to the other party. In the event of such termination, students then currently participating in the program shall be allowed to continue until they have completed their current assignment.

The Department of Health, City of Bayonne may immediately terminate a student(s) participation in the program established under this agreement, if The Department of Health, City of Bayonne believes that the continued participation of the student(s) is unsafe, disruptive, detrimental to resident care, or otherwise not in conformity with The Department of Health, City of Bayonne's standards, policies, procedures, or health requirements. The Department of Health shall be responsible for its decision to terminate a student's participation in the program.

### 2. COLLEGE RESPONSIBILITIES

The College as the sponsoring agency agrees:

- a. To assume full responsibility for the planning and the execution of the curriculum for its students including the administration, curriculum content, and Faculty appointments.
- b. To assure that all instructors possess a current, valid license to practice nursing in the State of New Jersey and meet the academic qualifications of their academic role.
- c. To provide a clinical assignment schedule of dates for the affiliation periods throughout the academic year.
- d. That students assigned for clinical experience will receive no compensation.
- e. To maintain a student to instructor ratio not to exceed 10 students to 1 instructor.

- f. To require that students conform to the rules, regulations, and policies of The Department of Health, City of Bayonne. These rules, regulations and policies will be available and reviewed with the students/Faculty by The Department of Health, City of Bayonne.
- g. To require student's statement of health screening to include:
  - a. Physical exam
  - b. Proof of negative reaction to two (2) consecutive Mantoux tests given within three (3) weeks, or if positive reaction, negative chest x-ray result or a negative result on the QuantiFERON-TB-Gold test on file
  - c. Submission of a criminal background check and fingerprinting prior to certification
  - d. Completion of drug screening before clinical rotation:

### Ten-panel drug test

- Marijuana (THC)
- Cocaine
- Amphetamines
- Opiates
- Phencyclidine (PCP)
- Barbiturates
- Benzodiazepines
- Methadone
- Methaqualone (Quaaludes)
- Propoxyphene
- e. Proof of COVID-19 vaccine
- f. Proof of annual Flu vaccine
- h. To provide medical documentation of any special physical needs of students and to provide for any special allergic needs of the students.
- i. To verify correct completion of all resident care records and co-sign all student documentation during the clinical experience.

### 3. THE DEPARTMENT OF HEALTH, CITY OF BAYONNE, NJ RESPONSIBILITIES

The Department of Health, City of Bayonne agrees:

- a. To participate in joint evaluation of the effectiveness of the clinical experiences through meetings and/or written evaluations of the students and Faculty.
- b. To provide necessary supplies, facilities, and supervision as may be required to ensure quality education for the students without impairing quality resident care.
- c. To provide an orientation of its facilities, policies, and procedures for the College's Faculty and students.
- d. The Department of Health, City of Bayonne shall at all times retain sole responsibility for all resident care, and the extent of participation of the student in assisting with or

observing resident care. (However, the foregoing statement is not meant to address the issue of ultimate legal liability in the event of a claim.)

#### 4. MUTUAL OBLIGATIONS

- a. Responsibility for planning the clinical experience with The Department of Health, City of Bayonne will be jointly shared by The Department of Health, City of Bayonne's staff and the College's instructors, subject at all times to the policies, rules, and regulations of The Department of Health, City of Bayonne.
- b. A student of the College may be assigned to any facilities or programs within the The Department of Health, City of Bayonne's system.
- c. Student curriculum, attendance, and scheduling shall be under the direction of the College as long as they do not conflict with The Department of Health, City of Bayonne's policies, rules, and regulations.
- d. Students are not employees of either party during the hours in which they participate in this program.
- e. Students of the College will start their clinical experience program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of the College and The Department of Health, City of Bayonne.
- f. College and The Department of Health, City of Bayonne shall at all times be independent contractors. Nothing in this Agreement is intended, or shall be construed, to create an employer/employee relationship, joint venture, partnership or other relationship between the College and The Department of Health, City of Bayonne.

#### 5. INSURANCE

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

#### 6. CONFIDENTIALITY

Both the College and The Department of Health, City of Bayonne shall at all times comply with standards mandated by state and federal law of regulatory agencies and accrediting agencies, including those pertaining to confidentiality and documentation regarding both patient records, student records and personally indentifiable information.

#### 7. INDEMNIFICATION

The College shall protect, indemnify and hold harmless The Department of Health, City of Bayonne and its directors, officers, employees, medical staff, and agents from and against all third-party claims (including reasonable attorneys' fees) to the extent caused by the negligence or breach of this Agreement of Program Participants or the College.

The Department of Health, City of Bayonne shall indemnify and defend the College and its trustees, directors, officers, employees, faculty, staff, students and agents from and against all third-party claims (including reasonable attorneys' fees) to the extent caused by the negligence or breach of this Agreement by the The Department of Health, City of Bayonne or its directors, officers, employees, medical staff and/or agents.

#### 8. EMERGENCY MEDICAL CARE

The Department of Health, City of Bayonne agrees that College personnel, including students, assigned to The Department of Health, City of Bayonne in conjunction with their participation in this agreement shall have access to emergency medical care in the event of illness or injury requiring medical attention. However, such medical care shall be at the individual's own expense. The Department of Health, City of Bayonne shall first look to the individual's medical insurance provider for payment of any bills.

#### 9. REGULATORY REQUIREMENTS

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

#### 10. CHOICE OF LAW/DISPUTE RESOLUTION

All disputes between the parties shall be governed by New Jersey law regardless of New Jersey's or any other jurisdictions' choice of law principles. The parties agree that the Superior Court of New Jersey venued in Hudson County shall be the exclusive jurisdiction for all matters and claims between the parties.

#### 11 INDEPENDENT CONTRACTORS

It is not intended that an employer/employee, joint venture or partnership agreement be established hereby expressly or by implication between Parties. Rather, in discharging all duties and obligations hereunder, the Parties shall at all times be and remain in an independent contractor relationship. Except as required by a party's indemnification obligations, each party shall be liable for its own debts, obligations, acts, and omissions.

#### 12 ASSIGNMENT

Neither this Agreement, nor the rights or responsibilities of any party under this Agreement may be assigned by the parties without the prior written consent of the other party, such consent not to be unreasonably withheld.

<b>Hudson County Community College</b>	
Name:	
Title:	
Signature:	
Date:	
The Department of Health, City of Bayonne Name:	
The Department of Health, City of Bayonne	
The Department of Health, City of Bayonne Name:	



# MEMORANDUM OF UNDERSTANDING Between Hudson County Community College and Cliffside Park Library

September 13, 2024- August 13, 2025

#### Description

Hudson County Community College (HCCC) through the School of Continuing Education and Workforce Development (CEWD) and the Cliffside Park Library have established a program whereby HCCC CEWD will deliver Customer Service training to Cliffside Park Library.

#### **Roles and Responsibilities**

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

#### Cliffside Park Library

- a) Will assign an individual to be the main contact for the training.
- b) Will consult with HCCC to determine the workforce training schedule.
- c) Agrees to provide employee information to HCCC for the purpose of registering them into CEWD's student database.
- d) Agrees to provide attendance records for the trainings.
- e) Cliffside Park Library shall be responsible for its actions as well as the actions of its members, employees, and anyone taking classes.

### <u>Hudson County Community College, Continuing Education and Workforce Development</u> (HCCC CEWD)

- a) Will assign an individual to be the main contact for the training.
- b) Agrees to consult with Cliffside Park Library regarding the workforce training program schedule.
- c) Agrees to design a 5-hour workforce curriculum in Customer Service for a one class session.
- d) Will provide printed materials for the class.
- e) Will provide instruction in-person.
- f) Will adhere to the training schedule which will take place during September of 2024. Any changes will be made in consultation with Cliffside Park Library.



- g) Will provide training for up to 25 employees for a single session training.
- h) Will recruit and hire instructor(s) for the training program.
- i) Will record and maintain student attendance.

#### **Invoicing**

a) Cliffside Park Library agrees to pay HCCC \$1,403.00 as follows: 50% upon signing the agreement and 50% at the end of training. HCCC shall not be obligated to provide any services until the initial 50% payment is made. HCCC shall invoice the second 50% payment upon completion of the training. If the second 50% payment is not made within thirty (30) of the date of the invoice, the unpaid amounts shall accrue interest at the rate of one percent (1%) per month.

#### **Dispute Resolution**

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

#### **Governing Law**

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

#### **Assignment**

The rights of the College or the Client under this Agreement are personal to each party, and neither party shall assign, transfer, hypothecate or otherwise assign its rights or delegate its duties under this Agreement, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other party to this Agreement.

#### **Independent Contractor**

The relationship of the parties shall be that of independent contractors and not that of employer/employee, partners, joint venturers, or other relationship.

#### **Notices**



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

As to the Cliffside Park Library:

Cliffside Park Library 505 Palisade Avenue Cliffside Park, NJ 07010 Attention: Stephanie M. Bellucci

As to the College:

Hudson County Community College 26 Journal Square Jersey City, New Jersey 07306 Attention: Jeff Roberson, Director of Contracts and Procurement

#### **Provisions and Amendments**

a) This Memorandum of Understanding contains all provisions agreed upon by the parties. Any amendment to this Memorandum of Understanding must be in writing and signed by either parties or their duly authorized representative. It is further understood that the term of this agreement is for the period of September 13, 2024 – August 13, 2025, and shall not automatically renew. Any continuation, renewal or extension is subject to a new agreement.

Cliffside Park Library	Hudson County Community College
By:	By:
Date:	Date:



#### MEMORANDUM OF UNDERSTANDING

Between
Hudson County Community College
and
Accessible Community Empowerments, LLC
September 11, 2024 – September 10, 2026

This Memorandum of Understanding (MOU) between the Hudson County Community College and the Accessible Community Empowerment, LLC is entered into as of the date last signed by the parties below.

#### **Description**

Hudson County Community College (HCCC) and the Accessible Community Empowerments, LLC have established a program whereby HCCC will enroll students from Accessible Community Empowerments, LLC in the ACCESS program at the HCCC Center for Adult Transition (CAT).

#### **Roles and Responsibilities**

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

#### Accessible Community Empowerments, LLC

Will assign an individual to be the main contact for the CAT.

- a) Will share information with HCCC regarding students interested in the program to determine eligibility for the program and any accommodations required for the students.
- b) Agrees to provide employee information to HCCC for the purpose of registering students into CEWD's student database.
- c) Shall be responsible for its actions as well as the actions of anyone taking classes.
- d) All students shall be subject to HCCC's policies, procedures, and code of conduct while enrolled in the program.

#### **Hudson County Community College**

- a) Will assign an individual to be the main contact for the CAT.
- b) Agrees to consult with Accessible Community Empowerments, LLC regarding the ACCESS training program schedule.

- c) Will have the necessary accommodations for the student(s) to learn and successfully complete the program.
- d) Agrees to provide attendance records for the training.
- e) Will provide a certificate of completion to students who have successfully completed the ACCESS program.
- f) Will provide all the materials required for the class.
- g) Will adhere to the established training schedule. Any changes will be communicated to Accessible Community Empowerments, LLC.

#### **Invoicing**

- a) Accessible Community Empowerment, LLC agrees to pay the per student fee for each student registered for the ACCESS program, that was referred from their program, and processed required invoicing information and paperwork to third partner financial payment service through Public Partnerships, LLC, for resubmission to HCCC Center for Adult Transition as payment for each referred registered student.
  - a. Reference information: What is Public Partnerships, LLC (PPL)?
  - b. The New Jersey Department of Human Services (DHS) has contracted with <u>Public Partnerships, LLC (PPL)</u> to act as the new Fiscal Intermediary (FI) for the Division of Developmental Disabilities (DDD), Division of Disability Services (DDS), and Division of Aging Services (DoAS).
- b) Accessible Community Empowerment agrees to pay HCCC upon receipt of invoice.
- c) If payment is not made within thirty (30) of the date of the invoice, the unpaid amounts shall accrue interest at the rate of one percent (1%) per month. Unpaid invoices may also hold up issuance of certificates of completion for students who successfully complete the program.

#### **Dispute Resolution**

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

#### **Governing Law**

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

#### **Assignment**

The rights of the College or the Client under this Agreement are personal to each party, and neither party shall assign, transfer, hypothecate, or otherwise assign its rights or delegate its duties under this Agreement, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other party to this Agreement.

#### **Independent Contractors**

a) The relationship of the parties shall be that of independent contractors and not that of employer/employee, partners, joint venturers, or other relationship.

#### **Notices**

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

Victoria Villarreal, Support Coordinator Accessible Community Empowerments, LLC "Empowering your Hopes and Dreams" https://acempowerments.com/

Phone:(201)927-4866

#### As to the College:

**Hudson County Community College** 26 Journal Square Jersey City, New Jersey 07306

Attention: Jeff Roberson, Director of Contracts and Procurement

#### **Provisions and Amendments**

a) This Memorandum of Understanding contains all provisions agreed upon by the parties. Any amendment to this Memorandum of Understanding must be in writing and signed by either parties or their duly authorized representative. It is further understood that the term of this agreement is for the period of February 14, 2024 – June 30, 2026 and shall not automatically renew. Any continuation, renewal, or extension is subject to a new agreement.

Accessible Community Empowerments,	Hudson County Community College:
LLC:	
	By:
By:	
Date:	Date:



#### MEMORANDUM OF UNDERSTANDING

Between
Hudson County Community College
and
Hoboken Public School District
August 14, 2024 – June 30, 2026

This Memorandum of Understanding (MOU) between the Hudson County Community College and the Hoboken Public School District is entered into as of the date last signed by the parties below.

#### **Description**

Hudson County Community College (HCCC) and the Hoboken Public School District, have established a program whereby HCCC will enroll students from Hoboken Public School District, in the ACCESS program at the HCCC Center for Adult Transition (CAT).

#### **Roles and Responsibilities**

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

#### **Hoboken Public School District**

- a) Will assign an individual to be the main contact for the CAT.
- b) Will share information with HCCC regarding students interested in the program to determine eligibility for the program and any accommodations required for the students.
- c) Agrees to provide employee information to HCCC for the purpose of registering students into CEWD's student database.
- d) Shall be responsible for its actions as well as the actions of anyone taking classes.
- e) All students shall be subject to HCCC's policies, procedures, and code of conduct while enrolled in the program.

#### **Hudson County Community College**

- a) Will assign an individual to be the main contact for the CAT.
- b) Agrees to consult with Hoboken Public School Districts, regarding the ACCESS training program schedule.
- c) Will have the necessary accommodations for the student(s) to learn and successfully complete the program.

- d) Agrees to provide attendance records for the training.
- e) Will provide a certificate of completion to students who have successfully completed the ACCESS program.
- f) Will provide all the materials required for the class.
- g) Will adhere to the established training schedule. Any changes will be communicated to Hoboken Public School District.

#### **Invoicing**

- a) Hoboken Public School District agrees to pay the per student fee for each student registered for the ACCESS program, that was referred from Hoboken Public School District program, and processed required invoicing information, for resubmission to HCCC Center for Adult Transition as payment for each referred registered student.
- b) Hoboken Public School District agrees to pay HCCC within 60 days of the date of the invoice.
- c) If payment is not made within sixty (60) of the date of the invoice, the unpaid amounts shall accrue interest at the rate of one percent (1%) per month. Unpaid invoices may also hold up issuance of certificates of completion for students who successfully complete the program.

#### **Dispute Resolution**

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

#### **Governing Law**

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

#### Assignment

a) The rights of the College or the Client under this Agreement are personal to each party, and neither party shall assign, transfer, hypothecate, or otherwise assign its rights or delegate its duties under this Agreement, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other party to this Agreement.

#### **Independent Contractor**

The relationship of the parties shall be that of independent contractors and not that of employer/employee, partners, joint venturers, or other relationship.

#### **Notices**

a) Any notices required or permitted to be given pursuant to the terms of this Agreement shall be sufficiently given when delivered personally, by courier services (such as

Federal Express) or when received (or receipt refused) if sent by certified mail, return receipt requested, addressed to each party as follows:

Kristin E. Carr, Ed.D.
Director of School-Based Youth Services and Transition Programs
Hoboken Public School District
201-356-3737 | kcarr@hoboken.k12.nj.us
Hoboken High School
800 Clinton Street, Hoboken, NJ 07030

#### As to the College:

Hudson County Community College 26 Journal Square Jersey City, New Jersey 07306 Attention: Jeff Roberson, Director of Contracts and Procurement

#### **Provisions and Amendments**

a) This Memorandum of Understanding contains all provisions agreed upon by the parties. Any amendment to this Memorandum of Understanding must be in writing and signed by either parties or their duly authorized representative. It is further understood that the term of this agreement is for the period of August 14, 2024 – June 30, 2026 and shall not automatically renew. Any continuation, renewal, or extension is subject to a new agreement.

Hoboken Public School District:	Hudson County Community College:
By:	By:
Date:	Date:



## AFFILIATION AGREEMENT BETWEEN HUDSON COUNTY COMMUNITY COLLEGE AND ALARIS HEALTH AT HAMILTON PARK

This Affiliation agreement, effective September 10, 2024 by and between Hudson County Community College ("College"), offices located at 161 Newkirk Street Jersey City #505 and at 168 Sip Avenue #203, Jersey City, New Jersey 07306; classroom located at 870 Bergen Avenue Room 208, Jersey City NJ 07306; and Alaris Health at Hamilton Park (collectively, the College and Alaris Health at Hamilton Park are referred to as the "parties") at 525 Monmouth Street Jersey City, NJ 07302 is the Enhanced Certified Nurse Aide Program ("Program"). The parties agree as follows:

#### 1. TERM

This contract shall be for a period commencing September 10, 2024, and continues through September 9, 2025.

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

Either party may at any time during the term of this agreement, with or without cause, terminate this agreement upon one hundred twenty days (120) days written notice to the other party. Students enrolled in the program as of the date of termination shall be entitled to continue through the end of their clinical rotations for the they are attending.

Alaris Health at Hamilton Park has the right to terminate a student's participation at the clinical site operated by Alaris Health at Hamilton Park if Alaris Health at Hamilton Park reasonably believes that the continued participation of the student is unsafe, disruptive, detrimental to resident care, or otherwise not in conformity with Alaris Health at Hamilton Park's standards, policies, procedures, or health requirements. Alaris Health at Hamilton Park shall be solely responsible for its decision to terminate a student's participation at the clinical site.

If Alaris Health at Hamilton Park reasonably believes that the continued participation of the student is unsafe, disruptive, detrimental to resident care, or otherwise not in conformity with Alaris Health's standards, policies, procedures, or health requirements, Alaris Health at Hamilton Park may decide to terminate a student's participation at the clinical site operated by Alaris Health at Hamilton Park. Except in the case of an emergency affecting the health and safety of Alaris Health's residents, or any other individual, Alaris Health shall provide notice to the College of Alaris Health's intent to terminate a student's participation at the clinical site prior to such termination, which notice shall include the reasons for the termination. Notwithstanding the providing of notice, Alaris Health's decision as to a student's participation at the clinical site shall be final. Alaris Health at Hamilton Park shall be solely responsible for its decision to terminate a student's participation at the clinical site operated by Alaris Health at Hamilton Park.

#### 2. COLLEGE RESPONSIBILITIES

The College as the sponsoring agency agrees:

- a. To assume full responsibility for the planning and the execution of the curriculum for its students including the administration, curriculum content, and Faculty appointments.
- b. To assure that all instructors possess a current, valid License to practice nursing in the State of New Jersey and meet the academic qualifications of their academic role.
- c. To provide a clinical assignment schedule of dates for the affiliation periods throughout the academic year.
- d. That students assigned for clinical experience will receive no compensation.
- e. To maintain a student to instructor ratio not to exceed 10 students to 1 instructor.
- f. To require students to conform to the rules, regulations, and policies of Alaris Health at Hamilton Park. These rules, regulations and policies will be available and reviewed with the students/Faculty by Alaris Health at Hamilton Park.
- g. To require student's statement of health screening to include:
  - a. Physical exam per the requirements on the Medical Clearance form given to all applicants
  - b. Proof of negative reaction to two (2) consecutive Mantoux tests given within three (3) weeks, or a negative result on the QuantiFERON-TB-Gold test on file within the past 3-6 months, or a negative chest x-ray result within the past year
  - c. Submission of a criminal background check and fingerprinting prior to certification
  - d. COVID-19 vaccinations and a Flu Shot during the required annual periods. Includes any additional requirements by the CDC and New Jersey Department of Health based on consistently updated protocols for long-term care providers.
- h. To provide medical documentation of any special physical needs of students and to provide for any special allergic needs of the students.
- i. To verify correct completion of all resident care records and co-sign all student documentation during the clinical experience.

#### 3. ALARIS HEALTH AT HAMILTON PARK RESPONSIBILITIES

Alaris Health at Hamilton Park agrees:

- a. To provide an orientation of its facilities, policies, and procedures for the College's Faculty and students.
- b. To provide necessary supplies, facilities, and supervision as may be required to ensure quality education for the students without impairing quality resident care.
- c. To participate in joint evaluation of the effectiveness of the clinical experiences through meetings and/or written evaluations of the students and Faculty.
- d. Alaris Health at Hamilton Park shall at all times retain sole responsibility for all resident care, and the extent of participation of the student in assisting with or observing resident care. (However, the foregoing statement is not meant to address the issue of ultimate legal liability in the event of a claim).

#### 4. **MUTUAL OBLIGATIONS**

- a. Responsibility for planning the clinical experience with Alaris Health at Hamilton Park will be jointly shared by Alaris Health at Hamilton Park's staff and the College's instructors, subject at all times to the policies, rules, and regulations of Alaris Health at Hamilton Park.
- b. A student of the College may be assigned to any facilities or programs within the Alaris Health at Hamilton Park system.
- c. The student of the College will start his/her clinical experience program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of the College and Alaris Health at Hamilton Park.
- d. The College and Alaris Health at Hamilton Park shall at all times be independent contractors. Nothing in this agreement shall be construed, or is intended, to create an employer/employee relationship, joint venture, partnership or other relationship between the College and Alaris Health at Hamilton Park.

#### 5. **INSURANCE**

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

#### 6. **CONFIDENTIALITY**

Both the College and Alaris Health at Hamilton Park shall at all times comply with standards mandated by state and federal law of regulatory agencies and accrediting agencies, including those pertaining to confidentiality and documentation, including personally identifiable information and records pertaining to patients and students.

#### 7. **INDEMNIFICATION**

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

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

#### 8. **EMERGENCY MEDICAL CARE**

Alaris Health at Hamilton Park agrees that College personnel, including students, assigned to Alaris Health at Hamilton Park in conjunction with their participation in this agreement or the Program shall have access to emergency medical care in the event of illness or injury requiring medical attention. However, such medical care shall be at the individual's own expense.

#### 9. **REGULATORY REQUIREMENTS**

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

#### 10. CHOICE OF LAW/DISPUTE RESOLUTION

All disputes between the parties shall be governed by New Jersey law without regard to New Jersey's or any other jurisdictions conflicts of laws provisions. The parties agree that the Superior Court of New Jersey venued in Hudson County shall be the exclusive jurisdiction for all disputes and claims between the parties.

#### 11. INDEPENDENT CONTRACTORS

It is not intended that an employer/employee, joint venture or partnership agreement be established hereby expressly or by implication between Parties. Rather, in discharging all duties and obligations hereunder, the Parties shall at all times be and remain in an independent contractor relationship. Except as required by a party's indemnification obligations, each party shall be liable for its own debts, obligations, acts, and omissions.

#### 12. ASSIGNMENT

Neither this Agreement, nor the rights or responsibilities of any party under this Agreement may be assigned by the parties without the prior written consent of the other party, such consent not to be unreasonably withheld.

Hudson County Community College Name:
Title:
Signature:
Date:
Alaris Health at Hamilton Park
Name:
Title:
Signature:



#### MEMORANDUM OF UNDERSTANDING

September 11, 2024 – September 10, 2025

#### Between:

Hudson County Community College (HCCC) and the Hudson County Latin American Chamber of Commerce (HCLACC)

#### 1. Description

The purpose of this Memorandum of Understanding is for HCCC and HCLACC to work together to mutually support each organization's mission. HCCC and HCLACC will work collaboratively to support entrepreneurs and small businesses in Hudson County, as well as the HCCC community. This may include workshops, business training programs, events to support entrepreneurial and student initiatives, other collaborative programs, sharing resources, and when available, cross-marketing opportunities, and sharing information. HCCC will work with staff, students, faculty, other college departments, and partners to support initiatives. HCLACC will work with staff and other partners to support initiatives. Both HCCC and HCLACC will share resources to expand their capacity to support entrepreneurs, small businesses, and the HCCC community.

#### 2. Roles and Responsibilities

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

#### **HCLACC**

- a. Promote HCCC programs and events for entrepreneurs and small businesses.
- b. Collaborate on programs, including workshops, business training sessions, events.
- c. Share and leverage resources when available.
- d. Engage in cross-marketing initiatives and information sharing.

e. Engage in planning and evaluation sessions with HCCC twice per year to review progress, address challenges, and plan future activities.

#### **HCCC**

- a. Promote HCLACC programs and events to students and the college community.
- b. Collaborate on programs, including workshops, business training sessions, events.
- c. Share and leverage resources when available.
- d. Engage in cross-marketing initiatives and information sharing.
- e. Engage in planning and evaluation sessions with HCCC twice per year to review progress, address challenges, and plan future activities.

#### 3. Provisions and Amendments

This Memorandum of Understanding contains all provisions agreed upon by the parties. Any amendments to this Memorandum of Understanding must be in writing and signed by either parties or their duly authorized representative. It is further understood that the term of this agreement is for the period: September 11, 2024 – September 10, 2025. Any continuation is subject to a new agreement.

#### 4. Independent Contractors

It is not intended that an employer/employee, joint venture or partnership agreement be established hereby expressly or by implication between Parties. Rather, in discharging all duties and obligations hereunder, the Parties shall at all times be and remain in an independent contractor relationship. Except as required by a party's indemnification obligations, each party shall be liable for its own debts, obligations, acts, and omissions.

#### 5. Assignment

Neither this Agreement, nor the rights or responsibilities of any party under this Agreement may be assigned by the parties without the prior written consent of the other party, such consent not to be unreasonably withheld.

#### 6. Choice of Law/Dispute Resolution

This agreement and the performance thereunder shall be governed by the laws of the State of New Jersey, without regard to New Jersey's or any other jurisdictions conflicts of laws rules or provisions. All disputes and claims between the parties arising out of, or relating to this Agreement or the obligations thereunder shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey, venued in Hudson County, New Jerset.

Heidi Castrillon	Dr. Christopher M. Reber
President & CEO	Hudson County Community College
Hudson County Latin American	
Chamber of Commerce	
Date	Date

#### **Letter of Agreement**

This Letter Agreement ("Agreement") is effective on		, 2024 (date)
	by and between:	
	Brookdale Community College 765 Newman Springs Road Lincroft, NJ 07738	
	and	
	College name, address	
effective May 15, 2024 ("Licensin	y College entered into an Access and greement"), with Content Tale naterials and as more fully outlined ement; and	nt South Consulting, LLC
	(college) wishes	
NOW, THEREFORE, in considerati	ion of the mutual covenants and a consideration, the receipt and suff	greements contained herein,
Licensing Agreement, (attached I Licensing Agreement and agrees pertains to (college) access, use and limitations of the	(college) hereby acknowledges hereto and incorporated herein as to be bound by the provisions of t as an Educational Partner, which i E License, copyright and trademark aterials, and confidentiality and da	Exhibit 1), has read the he Licensing Agreement as it ncludes, but is not limited to notice requirements,
Lead Educational Partner, hereby	Licensing Agreement, Brookdale Co or grants to icense to use the curriculum mate censing Agreement.	(college) a
Licensed Curriculum, including b	(college)a ut not limited to the identity of the rmation of CTS ("Confidential Info	e Licensor, contains

(college)	agrees not to disclose any information
contained in Exhibit A to any third party without Community College(college) will take Confidential Information except as expressly aut Letter Agreement.	the prior written consent of Brookdale all reasonable precautions not to disclose
4. <u>Remedies</u> . In the event of a breach of this Let seek all remedies available at law or in equity.	ter Agreement, the parties shall be entitled to
5. Notice and Opportunity to Cure. Before purs provide the breaching party with written notice cure such breach within five (5) business days frou cured within the specified time, the non-breach remedies.	of the breach and a reasonable opportunity to om the date of the notice. If the breach is not
6. Term/Duration of Agreement/Financial Arrange collaborative effort is for a one year period with the sole discretion of the Lead Educational Institute current Term. During Year One, there will be no to the Lead Educational Partner; however, the publication of the determine a revenue share effective Year Two and the termine of the termine and the	two one year renewable options exercisable at cution in writing prior to expiration of the then consideration paid by the Educational Partner arties agree to negotiate in good faith and
IN WITNESS WHEREOF, the parties have execute as stated above, regardless of date(s) of execution	_
ACCEPTED AND AGREED:	
Brookdale Community College	
Ву:	Ву:
Name: Dr. David M. Stout	Name:
Title: President	Title:

Attachment: Exhibit 1: Licensing Agreement between Brookdale Community College and Content Talent South (CTS).