

**HUDSON COUNTY COMMUNITY COLLEGE**  
**North Hudson Higher Education**  
**4800 Kennedy Boulevard**  
**Union City, NJ**  
**5:00 P.M.**

**Regular Meeting--Board of Trustees**  
**October 15, 2013**

**AGENDA**

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

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

**Trustees:**

*Karen A. Fahrenholz, Secretary/Treasurer*  
*James Fife*  
*Glen Gabert - President*  
*Shannon Gallagher*  
*Roberta Kenny*  
*Joanne Kosakowski*  
*Bakari Gerard Lee, Vice Chair*  
*William J. Netchert, Chair*  
*Jeanette Peña*  
*Adrienne Sires*  
*Katia Stack*  
*Alfred Zampella*

**III. COMMENTS FROM THE PUBLIC** *Mr. Netchert*

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

**V. AWARDS, RECOGNITIONS AND SPECIAL REPORTS**

**VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS** *Dr. Gabert*

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

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

**VIII. PERSONNEL RECOMMENDATIONS** *Dr. Gabert*

**IX. ACADEMIC AND STUDENTS AFFAIRS** *Dr. Gabert*

**X. NEW BUSINESS** *Mr. Netchert*

**XI. ADJOURNMENT** *Mr. Netchert*

**HUDSON COUNTY COMMUNITY COLLEGE  
BOARD OF TRUSTEES MEETING  
October 15, 2013**

**CALL TO ORDER**

**I. FLAG SALUTE**

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

**Trustees:**

Karen A. Fahrenholz	<u>PRESENT</u>
James Fife	<u>PRESENT</u>
Glen Gabert - President, ex officio	<u>PRESENT</u>
Shannon Gallagher, Student Alumni Representative, ex officio	<u>ABSENT</u>
Roberta Kenny	<u>ABSENT</u>
Joanne Kosakowski	<u>ABSENT</u>
Bakari Lee	<u>PRESENT</u>
William J. Netchert	<u>PRESENT</u>
Jeanette Peña	<u>PRESENT</u>
Adrienne Sires	<u>ABSENT</u>
Katia Stack	<u>ABSENT</u>
Alfred Zampella	<u>PRESENT</u>

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

**HUDSON COUNTY COMMUNITY COLLEGE  
BOARD OF TRUSTEES MEETING  
October 15, 2013**

**III. COMMENTS FROM THE PUBLIC**

**None**

**HUDSON COUNTY COMMUNITY COLLEGE  
BOARD OF TRUSTEES MEETING  
October 15, 2013**

**IV. CLOSED SESSION**

**None**

**HUDSON COUNTY COMMUNITY COLLEGE  
BOARD OF TRUSTEES MEETING  
October 15, 2013**

**V. AWARDS, RECOGNITIONS AND SPECIAL REPORTS**

*Dr. Gabert read a statement regarding the gift of art collection, which includes at least two hundred and thirty works of contemporary art, from Ben Dineen and Dennis Hull.*

*Chris Wahl, Dean of Arts and Sciences, spoke about how the art collection will enhance the Associate in Fine Arts Program and certificate programs.*

*Laurie Riccadonna, Coordinator/Associate Professor of Fine Art, commented on how students will benefit from the art collection and shared her experience about her collaboration with Ben Dineen.*

**HUDSON COUNTY COMMUNITY COLLEGE  
BOARD OF TRUSTEES MEETING  
October 15, 2013**

**VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS**

**1. MINUTES OF PREVIOUS MEETINGS**

The Minutes of the Regular Meeting of September 18, 2013 are herewith officially submitted to the Board Trustees for approval. (Attachment A)

Recommendation:

It is the recommendation of the President that the Board of Trustees accept the Minutes of the Regular Meeting of September 17, 2013.

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

The College has made the following grant & contract proposals:

TITLE: Transitional College Summer Bridge Program

AGENCY: PNC Foundation

PURPOSE OF GRANT: The College has submitted an application to the PNC Foundation requesting funding for the summer bridge program.

COLLEGE ADMINISTRATOR: Ryan Martin

COLLEGE CONTRIBUTION: 0

REQUESTED AWARD AMOUNT: \$ 21,248

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

**INTRODUCED BY:** Bakari Lee

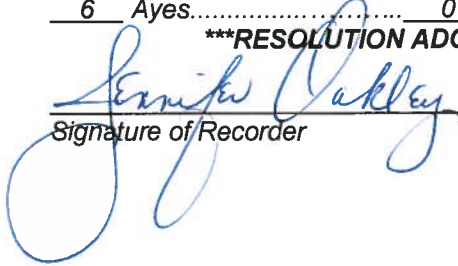
**SECONDED BY:** Karen Fahrenholz

**DATE:** October 15, 2013

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

6 Ayes..... 0 Nay

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

  
Signature of Recorder

10-15-13  
Date

**ATTACHMENT A**  
**ITEM VI - REGULAR MONTHLY REPORTS #1**

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

**REGULAR MEETING --- BOARD OF TRUSTEES**  
**September 18, 2013**  
**MINUTES**

**PRESENT:** Karen Fahrenholz, (Secretary/Treasurer), James Fife, Glen Gabert, (ex officio), Shannon Marie Gallagher, (ex officio), Roberta Kenny, Joanne Kosakowski, Bakari Lee, and Alfred Zampella

Counsel to the Board: Sheri Seigelbaum, Esq. for Scarinci & Hollenbeck

**ABSENT:** William Netchert, Jeanette Peña, Adrienne Sires, and Katia Stack

HCCC Staff and Visitors present were: D. Anderson, Mohamed Bel Haj, Joe Caniglia, Abdallah, Jennifer Dudley, Lloyd Kahn, Ara Karakashian, Chanida Katkanant, Pamela Littles, Jose Lowe, Randi Miller, Jennifer Oakley, Paula Pando, Ismael Randazzo, Mojdeh Tabatabaie, and Marcella Williams and Vincent Zicoello.

**I. CALL TO ORDER - FLAG SALUTE 5:00 PM**

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

The regular meeting was called to order by Bakari Lee, Vice Chair at 5:00 p.m. and roll called by Jennifer Oakley.

**III. COMMENTS FROM THE PUBLIC**

Dr. Lloyd Kahn, Professor of Life Science and President of the Professional Association, said he was happy that the one-year contract approved by his membership had passed. In the future, he hoped multi-contracts could be negotiated.

**IV. CLOSED SESSION - None**

**V. AWARDS, RECOGNITIONS AND SPECIAL REPORTS**

Dr. Gabert reported on the following:

He announced that an event was scheduled at his home on September 27<sup>th</sup>, 5:30 p.m. recognizing new employees and employees who have made significant contributions or who have reached milestones.

He reminded Trustees that the Foundation's Donor Scholarship Dinner is scheduled for Wednesday, October 9<sup>th</sup>, 5:30 p.m. at the Culinary Conference Center.

Trustee Lee told trustees that the ACCT Annual Congress is scheduled for October 2-5 in Seattle, Washington.

Ara Karakashian, Chair, All-College Council gave a presentation on the activities and focus goals of the All College Council. (Attachment)

**VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS**

1. *The Minutes of the Regular meeting of August 13, 2013 and amended Minutes of the June 11, 2013 Meeting.*

2. *Gifts, Grants and Contract Reports*

*The College has made the following grant & contract proposals:*

*TITLE: Picking Up the Pace: Ensuring Hispanic Degree Completion*  
*AGENCY: U.S. Department of Education*  
*PURPOSE OF GRANT: The College has received an award from the U.S. Dept. of Education Title V Program to increase the pace of progress through developmental courses.*  
*COLLEGE ADMINISTRATOR: Ryan Martin*  
*COLLEGE CONTRIBUTION: 0*  
*AWARD AMOUNT: \$ 3.4 million*

*TITLE: Using Formative Assessments in Education*  
*AGENCY: New Jersey Department of Education*  
*PURPOSE OF GRANT: The College has collaborated with NJCU and three Jersey City Charter Schools to hold professional development sessions that will implement formative assessments to measure achievement and proficiency.*  
*COLLEGE ADMINISTRATOR: Ryan Martin, Mary Lynn Townsley, Alison Friars*  
*COLLEGE CONTRIBUTION: 0*  
*AWARD AMOUNT: TBD*

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

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

*1) Resolution Authorizing the Award of an Integrated Library System (ILS) Vendor FY 14;*  
*2) Award of Annual Apple Computers & Assorted Electronic & Maintenance Parts FY 14;*  
*3) Award of a Sprinkler System/Monitoring/Inspection Service Vendor for All Locations;*  
*4) Award of a Alarm System/Monitoring/Inspection Service Vendor for All Locations;*  
*5) Resolution for Services to the Blackboard Learning Management System Contract;*  
*6) Dinner Sponsor for Annual College Foundation Dinner 2013; and*  
*7) Award of a Vendor for the Leasing of Mail Processing Equipment for FY 14.*

*Introduced by: Alfred Zampella*  
*Seconded by: James Fife*  
*6 Ayes.....0 Nays Resolution Adopted*



**VIII. PERSONNEL RECOMMENDATIONS**

**1. RETIREMENT**

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>
Clara Williams	Call Center Coordinator	12/31/2013

**2. RESIGNATIONS**

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>
Nadia Rago	Secretary	8/30/2013
Gabriella Hamilton	Counselor	08/23/2013
Jennifer Nakanishi	Assistant Registrar	08/23/2013
Ophelia Morgan	Assistant Dean of Students	08/15/2013

**3. APPOINTMENT OF STAFF**

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Annual Salary</u>
Mavis Fulknor	Director of Practical Nursing	09/18/2013	\$70,000 (pro-rated)
Kenny Fabara	Head Tutor	09/18/2013	\$33,000 (pro-rated)

**4. TEMPORARY ASSIGNMENTS**

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Annual Salary</u>
Marissa Lontoc	Instructor, Culinary Arts	8/28/2013 12/19/2013	\$18,000 (pro-rated)
Jerry Lamb	Instructor, Criminal Justice	08/28/2013 12/19/2013	\$18,000 (pro-rated)
Sherlene Julien	Instructor, Academic Foundations	8/28/2013 12/19/2013	\$18,000 (pro-rated)
Steven Wright	Instructor, English	08/28/2013 12/19/2013	\$18,000 (pro-rated)
Kathryn Buckley	Instructor, Academic Foundations	08/28/2013 12/19/2013	\$18,000 (pro-rated)
Saada Muntasser	Instructor, ESL	08/28/2013 12/19/2013	\$18,000 (pro-rated)
Sirhan Abdullah	Instructor, Biology	08/28/2013 12/19/2013	\$18,000 (pro-rated)
Antonio Acevevo	Instructor, History	08/28/2013 12/19/2013	\$18,000 (pro-rated)

**5. APPOINTMENT OF ADDITIONAL NEW & CONTINUING PART-TIME HIRES:  
AUGUST 15 – JUNE 30, 2014.**

<b>Last Name</b>	<b>First Name</b>	<b>Department</b>	<b>Title</b>
Candelario	Lorena	ADJ Academic Support Services	Tutor
Gomes	Sylvester	ADJ Academic Support Services	Tutor
Bell	Robert	ADJ Academic Support Services	Tutor
Tan	Kimberly	ADJ Academic Support Services	Tutor
Marulanda	Anthony	ADJ Academic Support Services	Tutor
Ganapin III	Delfin	ADJ Academic Support Services	Tutor
Frant	Nadira	ADJ Academic Support Services	Tutor
Shah	Krina	ADJ Academic Support Services	Tutor
Bethune	Pearl	ADJ Academic Support Services	Tutor
Ortiz	Melissa	ADJ Academic Support Services	Tutor
Alcantara	Amanda	ADJ Academic Support Services	Tutor
Rosado	Gabriele	ADJ Academic Support Services	Tutor
Palmer	Genaya	Advisement & Counseling	Advisor
Aburi	Esther	Advisement & Counseling	Advisor
McBean	Melissa	Advisement & Counseling	Advisor
Soriano	Tracy	Advisement & Counseling	Advisor
Fuller	Terrell	Center for Business & Industry	CBI Instructor
Gail	Karen	Center for Business & Industry	CBI Instructor
Ortega	Herminia	Center for Business & Industry	CBI Instructor
Gray	Denise	Center for Business & Industry	CBI Instructor
Montecalvo	Michele	Center for Business & Industry	CBI Instructor
Portillo	Yanira	Culinary Arts	Receiving Clerk
Barahona	Luis	Culinary Arts	Dishwasher
Vintimilla	Luisa	Culinary Arts	Dishwasher
Matute	Jacqueline	Culinary Arts	Dishwasher
Allen	Lateisha	Enrollment Services	Student Ambassador
Aguilar	Jo Christelle	EOF	Tutor
Olivencia	Ramsey	EOF	Tutor
Nathan	Ria	EOF	Tutor
Holman	Melissa	EOF	Tutor
Romero	Jenny	IT	Lab Assistant
Sorour	Pegah	STEM	Office Assistant

6. **APPOINTMENT OF ADDITIONAL NEW HIRE ADJUNCTS FALL 2013.**

LAST NAME	FIRST NAME	DEPARTMENT
BROWN	THERESA	ACADEMIC FOUNDATIONS – ENGLISH
GALLI	KAREN	ACADEMIC FOUNDATION – ENGLISH
GROMEL	EVAN	ACADEMIC FOUNDATIONS – ENGLISH
HAZELWOOD	ASHLEY	ACADEMIC FOUNDATIONS – ENGLISH
HOWARD	LYNETTE	ACADEMIC FOUNDATIONS – ENGLISH
JABER	NANCY	ACADEMIC FOUNDATIONS – ENGLISH
KNIGHT	GEOFFREY	ACADEMIC FOUNDATION – ENGLISH
OBASI	PAULINE	ACADEMIC FOUNDATIONS – ENGLISH
PATEL	NUREEN	ACADEMIC FOUNDATIONS – ENGLISH
RIVKIN	GARRI	ACADEMIC FOUNDATIONS – ENGLISH
RUFFILO	TAZIO	ACADEMIC FOUNDATIONS – ENGLISH
STONE	JUDITH	ACADEMIC FOUNDATIONS - ENGLISH
TREDWELL	THERESA	ACADEMIC FOUNDATIONS – ENGLISH
ERFANI	SOUROR	ACADEMIC FOUNDATIONS – MATH
KELLY	MATTHEW	ACADEMIC FOUNDATIONS – MATH
LY	GEORGE	ACADEMIC FOUNDATIONS – MATH
MARESCA	ELAINE	ACADEMIC FOUNDATIONS – MATH
MENDACK-PATIAK	ROWENA	ACADEMIC FOUNDATIONS – MATH
PATEL	MANIBHAI	ACADEMIC FOUNDATIONS – MATH
PATIAK	BENJAMIN	ACADEMIC FOUNDATIONS – MATH
WALKER	KEISHA	ACADEMIC FOUNDATIONS – MATH
WILLIAMS	DEONCA	ACADEMIC FOUNDATIONS – MATH
TISCORNIA	LINDA	ACADEMIC FOUNDATIONS- MATH
TORRES	LISSETTE	ACADMIC FOUNDATIONS – MATH
FREANEY	CHRISTINE	ALLIED HEALTH
PEREZ	FREYA	ALLIED HEALTH
HIUNI	DAHN	ART
COTTLE	CRYSTAL	BUSINESS, CULINARY AND HOSPITALITY
SAINI	APORNA	CASS
COUGHLIN	KATHLEEN	CRIMINAL JUSTICE

PEER	WILLIAM	CRIMINAL JUSTICE
ERIKSSON	THERESA	CULINARY
PAYNE	COURTNEY	CULINARY
GARIBALDI	BARBARA	ESL
GONZALEZ-MARTINGALE	ANA	ESL
LINTER	THERESA	ESL
LO	HOI YEE	ESL
RICHARDS	JULIE	ESL
SEZER	RUTH	ESL
YANG	CAROL	ESL
HOLDER	IVELISSE	HEALTH SCIENCES
ALVAREZ	ROBERT	HUMANITES
BISHOP	ANDREW	HUMANITES
LAURENCIN	EDITH	HUMANITES
LIGON	TIMIA	HUMANITES
LLERENA	VICTOR	HUMANITES
MURPHY	JAYNE	HUMANITES
PAK	STONY	HUMANITES
WARD	ADRIENNE	HUMANITES
LEE-LODGE	JIYOUN	HUMANITES
ZIAI	REZA	PSYCHOLOGY
CHAUDHRY	SAJID	STEM
QUADRI	SADIQA	STEM
YAKUBU	ALI	STEM

**7. TITLE CHANGE**

**Title**

**From:**

Assistant Dean of Students

**To:**

Director, Student Activities

Introduced by: James Fife

Seconded by: Karen Fahrenholz

6 Ayes.....0 Nays

Resolution Adopted

**8. COLLECTIVE BARGAINING AGREEMENT BETWEEN HUDSON COUNTY COMMUNITY COLLEGE AND THE HUDSON COUNTY COMMUNITY COLLEGE PROFESSIONAL ASSOCIATION.**

Introduced by: Karen Fahrenholz

Seconded by: James Fife

6 Ayes.....0 Nays

Resolution Adopted

**IX. ACADEMIC AND STUDENT AFFAIRS**

**1. Proposed a New Associate Degree in Science in Business Administration**

*Introduced by: Karen Fahrenholz*

*Seconded by: James Fife*

*6 Ayes.....0 Nays*

*Resolution Adopted*

**X. NEW BUSINESS**

**1. A RESOLUTION NAMING ROOM E214/215/216 IN HONOR OF PHILIP JOHNSTON**

*Introduced by: James Fife*

*Seconded by: Karen Fahrenholz*

*6 Ayes.....0 Nays*

*Resolution Adopted*

**XI. ADJOURNMENT 5:30 P.M.**

*Introduced by: Karen Fahrenholz*

*Seconded by: Alfred Zampella*

*6 Ayes.....0 Nays*

*Resolution Adopted*

**HUDSON COUNTY COMMUNITY COLLEGE  
BOARD OF TRUSTEES MEETING  
October 15, 2013**

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

**1. Award to Provide Consultant Services**

**REPORT/BACKGROUND:**

*Jones & Associates Communications, Inc. was first retained by the College in January 2003 to assist with and conduct public relations projects under the direction of the President and continue to work in this capacity.*

*The College recommends that the scope of services be expanded to enable the firm to assist with the compilation of the College's Periodic Review Report (PRR). The total cost for this additional service is \$7,500.00.*

**RECOMMENDATION:**

*The President, Administration, and the Finance Committee recommend that the Board of Trustees approve Jones & Associates Communications, Inc. of Jersey City, New Jersey to provide these additional services, at a total cost not to exceed \$7,500.00 for fiscal year 2014, to be funded from the operating budget.*

**2. Award to Provide Assessment Software Training Services**

**REPORT/BACKGROUND:**

*The College has a need to train a team of faculty and staff on how to conduct assessment and process the findings into the WEAVE system. The Agreement is for an all-day comprehensive training in Journal Square and is inclusive of the consultant's development and preparation, training fees and the consultant's travel.*

*The College proposes the agreement between Centrieva, LLC, of Glen Allen, Virginia at an estimated total of \$3,500.00 and funded from the Faculty & Staff Development operating budget.*

*The Vice President of Development and the Vice President of Academic Affairs recommend this purchase.*

**RECOMMENDATION:**

*The President, Administration, and the Finance Committee recommend that the Board of Trustees approve Centrieva, LLC of Glen Allen, Virginia to provide Weave assessment software training, at an estimated cost of \$3,500.00 and funded from the Faculty & Staff Development operating budget.*

**3. Amendment of Resolution for the Total Cost for Media Services for Billboard Advertisement for FY 201413-14**

**WHEREAS**, the award of Media Services for Billboard Advertisements was approved on May 14, 2013 for the sum of \$73,463.00, the total cost is being amended to be \$74,702.06 to include \$1,239.06 for proposed modifications for content; and

**WHEREAS**, as part of the plan to increase visibility and create a media image, it is proposed that the College continue an outdoor billboard campaign for twelve (12) months. Signs will be placed on billboards throughout Hudson County at two (2) locations in Jersey City and one (1) bilingual in North Hudson; and

**WHEREAS**, this purchase is pursuant to the Business Entity Disclosure Process; and

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

**WHEREAS**, the anticipated term is fiscal year 2014; and

**WHEREAS**, CBS Outdoor Inc. of Fairfield, New Jersey had submitted a quote indicating that they will provide media advertising for the sum of \$73,463.00 and the total cost is now revised to be \$74,702.06 to include modifications for content. Note: This is a sole source vendor and the design for the campaign will be provided by the College's Communication Department; and

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

**WHEREAS**, the Vice President for Development recommends this purchase; and

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

**NOW, THEREFORE, BE IT RESOLVED** the Board of Trustees of Hudson County Community College authorizes the Purchasing Agent to approve CBS Outdoor Inc. of Fairfield, New Jersey, as a pay-to-play certified vendor as described herein; and

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

**4. General Counsel Services for 2014**

**REPORT/BACKGROUND:**

There is a need for counsel to represent Hudson County Community College for 2014.

A request for proposals was advertised on the internet beginning Thursday, September 12, 2013. Five (5) proposals were requested and one (1) request for proposal was received and opened on Tuesday, October 01, 2013.

The proposal was from the firm Scarinci and Hollenbeck, Esqs., of Lyndhurst, New Jersey. The firm has expertise in education law, as well as the representation of public entities and units of governments and is familiar with Hudson County Community College as current counsel.

*The terms of the agreement to provide legal services are attached hereto and made part here of this resolution.*

*The Vice President of Finance recommends this award.*

**RECOMMENDATION:**

*The President, the Administration, and the Finance Committee recommend that the Board of Trustees award the legal services for general counsel to Hudson County Community College for 2014 to the firm of Scarinci and Hollenbeck, Esqs., of Lyndhurst, New Jersey. This contract was awarded through a "fair and open" process as set forth in the Pay- to-Play Law N.J.S.A. 19:44A-20.4.*

**5. Real Estate Counsel Services 2014**

**REPORT/BACKGROUND:**

*There is a need to hire a real estate counsel to provide professional services for the capital development of campus facilities under the College Facilities Plan.*

*A request for proposals was advertised on the internet beginning Thursday, September 12, 2013. Four (4) proposals were requested and one (1) request for proposal was received and opened on Tuesday, October 01, 2013.*

*The proposal was received from John Curley, LLC of Jersey City, New Jersey, covering a one (1) year period. This firm has done prior real estate projects for the College.*

*The terms of the agreement to provide real estate services are attached hereto and made part hereof this resolution.*

*The Vice President of Finance recommends this award.*

**RECOMMENDATION:**

*The President, the Administration, and the Finance Committee recommend that the Board of Trustees award the real estate legal counsel services to Hudson County Community College for 2014 to John Curley, LLC of Jersey City, New Jersey. This contract was awarded through a "fair and open" process as set forth in the Pay-to- Play Law N.J.S.A. 19:44A-20.4.*

**6. Renewal of Parking Agreement with Municipal Parking with the Town of West New York for FY 2014**

**REPORT/BACKGROUND:**

*The College has a need to renew the agreement between Hudson County Community College and the town of West New York, New Jersey Municipal Parking Authority. Currently the agreement is for thirty-five (35) parking spaces in a restricted area of the lot. Effective January 1, 2014, Hudson County Community College will be increasing the number of spaces from 35 to 75 spaces in the restricted area of the lot, clearly designated for College use only. Parking in these spaces is a first come, first serve basis.*

*The College proposes this agreement on October 1, 2013 for a period to commence effective the day of January 1, 2014 to September 30, 2014, at a cost not to exceed \$48,625.00. Effective January 1, 2014 all parking for the North Hudson Education Center will be in the Municipal Parking Lot.*

*The Vice President of Operations recommends this award.*



**RECOMMENDATION:**

*The President, the Administration, the Facilities Committee and the Finance Committee of the Board of Trustees recommend that the Board of Trustees approve the renewal of the agreement with the West New York Municipal Parking Authority and Hudson County Community College's North Hudson Education Center for a total sum not to exceed \$48,625.00, to be funded from the operating budget. This agreement is pending legal counsel review.*

**7.      *Renewal of Parking Agreement for North Hudson Education Center for FY 2014***

**REPORT/BACKGROUND:**

*The College has a need to renew the agreement between Hudson County Community College and P.C. Richards for thirty (30) parking slots in the P.C. Richards parking lot, located at 5200 Kennedy Blvd., West New York, New Jersey, at a cost not to exceed \$4,500.00.*

*The College proposes this agreement for a 3 month period to commence effective the day of October 1, 2013 and to terminate on December 31, 2013, at a cost not to exceed \$4,500.00.*

*The Vice President of Operations recommends this award.*

**RECOMMENDATION:**

*The President, the Administration, the Facilities Committee and the Finance Committee recommend that the Board of Trustees approve the renewal of the agreement with P.C. Richards and Hudson County Community College's North Hudson Higher Education Center, for a total sum not to exceed \$4,500.00 and to be funded from the operating budget. This agreement is pending legal counsel review.*

**8.      *Reports of the Facilities Committee for Construction Oversight***

**REPORTS/BACKGROUND:**

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

*The Committee here presents to the Board the approved minutes of the August 8, 2013 meeting. (Attachments A). It is the intention of the Committee to transmit formally to the Board of Trustees for its acceptance, the minutes of the Committee.*

**RESOLUTION:**

***NOW, THEREFORE BE IT RESOLVED*** that the Board of Trustees approve the President, the Administration, the Facilities Committee and the Finance Committee as outlined above in **Item VII. Fiscal, Administrative, Lease and Capital Recommendations 1 - 8:** 1) Award to Provide Consultant Services for Middle States Periodic Review Report; 2) Award to Provide Assessment Software Training Services; 3) Amendment of Resolution for the Total Cost for Media Services for Billboard Advertisement for FY 2014; 4) General Counsel Services for 2014; 5) Real Estate Counsel Services 2014; 6) Renewal of Parking Agreement with Municipal Parking with the Town of West New York for FY 2014; 7) Renewal of Parking Agreement for North Hudson Education Center For FY 2014 and 8) Report of the Facilities Committee for Construction Oversight.

**INTRODUCED BY:** James Fife

**SECONDED BY:** Bakari Lee

**DATE:** October 15, 2013

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

6 Ayes..... 0 Nay

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

Jennifer Oakley 10-15-13  
Signature of Recorder Date

## **ATTACHMENT A**

### **ITEM VII. FISCAL, ADMINISTRATIVE, LEASE AND CAPITAL RECOMMENDATIONS # 8**

#### **OFFICE OF COLLEGE OPERATIONS**

Frank Mercado, Vice President



#### ***Facilities Ad Hoc Committee***

***August 8, 2013***

***1:00 p.m.***

#### **Minutes**

***Present:*** Jennifer Bogdanski, Real Estate Attorney  
Ted Domuracki, President, MAST Construction  
James Fife, HCCC Trustee  
Wade Frazee, Special Consultant  
Glen Gabert, President, HCCC  
Troy Marzziotti, MAST Construction  
William Netchert, HCCC Trustee, Co-Chair  
Joseph Sansone, Assistant to the President  
John Sommer, Vice President for Finance  
Joseph Torturelli, Director, Facilities  
Alfred Zampella, HCCC Trustee

***Absent:*** Frank Mercado, Vice President for College Operations  
Adrienne Sires, HCCC Trustee, Co-Chair

***Recording Secretary:*** Marcella Williams

#### **1. APPROVAL OF PRIOR MINUTES - June 6, 2013**

**Motion to accept the Minutes of June 6, 2013.**

**Introduced by: James Fife**  
**Seconded by: William Netchert**  
**\*\*\*Motion Passed\*\*\***

#### **2. LEGAL:**

- a. Dobco Claims – status report (Contractor for Package 1 - foundation construction and excavation for new library project) (Counsel)

Jennifer Bogdanski reported that both Dobco and the College have submitted statements to the mediator in relation to Dobco Claims.

*(continued...)*

The mediation is scheduled for September 10<sup>th</sup>. The mediator is not going to look into the legal issue of the delayed damage claim. He is going to look into the issue of can the College reach a settlement on what is being disputed, looking at the nature of the costs and claims. MAST Construction and expect Josh Keller are going to be the key players at the mediation. If an agreement is not reached, the next step will be arbitration.

*b. 70 Sip – drainage issues (Counsel and Torturelli)*

Joseph Torturelli reported that on several occasions he has contacted the owners at 69 Sip regarding poor maintenance resulting in serious drainage issues at 70 Sip. To date, they have made no attempt to correct the problem. To alleviate the flooding of the foundation wall at 70 Sip, Joseph Torturelli installed a flex pipe. He distributed a report to the Committee prepared by on-call architects Dresdner Robin, which includes a recommendation for the owner's at 69 Sip to build a 6 inch barrier – at a cost of \$11,000. The report was also sent to the owner's who requested that the College share in the cost, which the Committee refuses to do. The consensus was to take legal action if the owner's do not make the necessary repairs.

**Motion to seek legal actions against the owner's of 69 Sip if they do not make the necessary repairs to prevent further damage to 70 Sip Avenue.**

**Introduced by: William Netchert**

**Seconded by: James Fife**

**\*\*\*Motion Passed\*\*\***

**3. UPDATES ON ONGOING ISSUES AND PROJECTS:**

*a. Library/Classroom Building (MAST)*

- Troy Marzziotti gave a progress report on the construction of the new Library/classroom building. All the floors and stairs are poured with concrete. The building is now ready for tours.
- The anticipated goal for the building to be enclosed is by the end of October 2013.
- Ted Domuracki noted that there is an enormous amount of space in the basement. He recommended that it be looked at for future use. He then inquired about: 1) How many computers would be added to the computer room? 2) Will all 32 classrooms be used when the building opens in May 2014. It would determine how much technology equipment needs to be in place at the opening. Dr. Gabert will follow-up after speaking to Vinny Zicoello regarding the computer room.

*(continued...)*

*b. Capital Funding – Chapter 12, GO Bonds, etc. (Sommer)*

- John Sommer reported that the College received a letter from the Secretary of Higher Education stating the Go Bonds were officially awarded. However, based upon a meeting with EFA (Educational Funding Authority) representatives, they are still working on the grants applications because our application for the Science Center crossed the four funding programs which include infrastructure, technology and equipment.
- John Sommer reported that the College is \$3.M short for the new Science Building project.

*c. Career Development Center (North Hudson Higher Education Center)*

- John Sommer stated that Abe Antun has reached out to staff internally to receive a copy of the debt service schedule to assist the College in determining what the costs will be concerning the lease-to-own the area on the 7<sup>th</sup> floor occupied by the CDC (Career Development Center) at the North Hudson Higher Education Center.

*d. 26 Journal Square Leases*

- John Sommer noted that the College can vacate the spaces at 26 Journal Square (Bookstore, 14<sup>th</sup> floor and storage space) any time after June 30, 2014 with one year's notice.

*c. Science Building - architect selection, contract manager selection – delayed (Gabert)*

- The bids for the architect and construction manager for the new Science Building were rejected. The Committee agreed to hire an engineer at a cost of \$5000.00 to redo the specifications for an RFP, and then re-solicit the bids.

*f. 162 Parking Lot (Torturelli)*

- Joseph Torturelli said that a section of 162 parking lot has a storage basement beneath it with beams that are in need of repair. A gate has been installed as a barrier to prevent anyone from parking in that area. Business owner Elliot Braha is currently using the storage space. Dr. Gabert will meet with him to discuss the concerns of the College regarding safety. On-call architect Dresdner Robin recommends that the College hire a structural engineer in the amount of \$15,600.00. Ted Domuracki suggested that, instead of hiring an engineer and engaging in an expensive study, the area can be filled in with sand or soil.

*continued...)*

#### 4. NEW BUSINESS:

*a. Approval of a resolution to be presented to the full Board to update the charge to the Facilities Committee (Gabert)*

- Dr. Gabert reported that Wade Frazee conducted research on the history of the Facilities Committee, established March 12, 2002. Working with College Counsel Sheri Seigalbaum, it was determined that the charge to the twelve-year old Committee really does not reflect what the Committee does. A resolution changing the charge of the Committee will be submitted for approval at the Board of Trustees August 13<sup>th</sup> meeting. It removes, from the Committee, binding authority. Wade Frazee noted that the resolution identifies the voting members: Chairman, two Trustees and the President, other members will be non-voting members.

*b. Approval of an updated on-call architects list (Frank)*

- The Committee reviewed a draft list of on-call architects. Birdsell Services Group is no longer in business and was removed from the on-call architects list. A resolution including an updated on-call architects list will be submitted for approval at the August 13<sup>th</sup> Board Meeting.
- Ted Domuracki asked John Sommer if he would validate the limit of \$17,500 for on-call architects. John Sommer said that the amount is used for all business transactions throughout the College. Bill Netchert added that the amount is dictated by the Fair and Open Process due to political contributions. If there is a contract in excess of \$17,500 than the contractor is subject to the restrictions of the Fair and Open Process. Mr. Netchert stated that he had no problem increasing the amount for the quality of service as long as the contractor completed a disclosure form stating their company made no monetary contributions to political ties. The Committee then agreed that there was no need to increase the amount.

*c. Approval of amended contract for NK Architects for additional services for the Library Project (PS&S for additional services for the Library Project) (MAST)*

- Ted Domuracki spoke about the contract amendment requests submitted by NK Architects regarding the library project. It refers to contingencies for change orders in the amount of \$94,180.00 for additional work and construction administration services required due to unforeseen conditions caused by soil/groundwater and PSE&G.

*(continued....)*

Ted Domuracki will forward information to John Sommer for submission to Finance Committee.

*d. Approval of billing submitted by MAST for sundry additional services (Gabert)*

- Ted Domuracki submitted an invoice for \$28,000 for additional services performed by MAST. The Committee agreed to table this item until the next meeting.

*e. Naming of a room on the fifth floor of the Culinary Arts Center in recognition of Philip Johnston in recognition of his threshold of giving (Gabert)*

- Dr. Gabert said the Administration recommends that the Committee consider naming one of the rooms on the 5<sup>th</sup> floor of the Culinary Conference Center after Philip Johnston, a Foundation member who has served for approximately fifteen years and has donated a total of \$250,000 to the College. The recommendation will be brought before the full Board at their September meeting with a special event planned for sometime in October.

*f. Naming of the art exhibition on the top floor of the new Library Building in recognition of the donors of a highly significant art collection (Gabert)*

- Dr. Gabert reported that Ben Dineen and his partner Dennis Hull want to donate \$412,000 of art consisting of 400 pieces on paper. It is one of the largest collections of its kind in New Jersey. The Administration recommends that the art exhibit be named after Dineen and Hull. The recommendation will be brought before the full Board at their meeting. Two events will be scheduled marking their donation in October.

## **5. PROPOSED SCHEDULE OF MEETINGS**

September 5, 2013, 9:30 a.m.

## **6. ADJOURNMENT**

The meeting was adjourned at 11:05 a.m.

**HUDSON COUNTY COMMUNITY COLLEGE  
BOARD OF TRUSTEES MEETING  
October 15, 2013**

**VIII. PERSONNEL RECOMMENDATIONS**

**1. RETIREMENT**

**REPORTS/BACKGROUND**

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>
Victor Mastrovincenzo	Professor, Academic Foundations (Math)	10/1/2013

**RECOMMENDATION:**

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

**2. RESIGNATIONS**

**REPORTS/BACKGROUND**

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>
Danielle Warren	Recruiter	9/26/2013

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>
Corey Vidgor	Executive Director, Distance Education	9/27/2013

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>
Sonia Medina-Ronquillo	Academic Lab Coordinator	10/11/2013

**RECOMMENDATION:**

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

**3. APPOINTMENT OF STAFF**

**REPORTS/BACKGROUND**

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Annual Salary</u>
John DeLooper	Director of Library Technology	10/15/2013	\$57,000 (pro-rated)

**Note:** This is an approved new position.

<u>Name</u>	<u>Title</u>	<u>Effective</u>	<u>Annual</u>
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Chenelle Coleman	Transfer Student Coordinator/Recruiter	<u>Date</u> 10/15/2013	<u>Salary</u> \$38,000 (pro-rated)
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**Note:** This is an approved new position.

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

#### **4. RE-ADOPTION OF STAFFING TABLE FOR FISCAL YEAR 2014 EFFECTIVE JUNE 12, 2013**

**REPORTS/BACKGROUND:**

The Staffing Table for Fiscal Year 2014 has been prepared in consultation with the Personnel Committee.

**RECOMMENDATION:**

The President, the Administration and the Personnel Committee recommend that the Board of Trustees re-adopt the Staffing Table for FY 2014 which was originally adopted by the Board of Trustees on June 11, 2013 as agenda items VIII. Personnel Recommendations: 3 & 4.

#### **5. TITLE CHANGE**

**REPORTS/BACKGROUND**

**Title**

**From:**

Executive Director, Distance Education

**To:**

Executive Director, Online Learning

**RECOMMENDATION:**

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

#### **6. APPOINTMENT OF ADDITIONAL NEW & CONTINUING PART-TIME HIRES: AUGUST 15 – JUNE 30, 2013.**

Last Name	First Name	Department	Title
Edwards	Janet	ADJ Academic Support Services	Tutor
Londono	Jazmin	Academic Foundation Math	SI Leader
Jajoo	Ritu	Center for Business & Industry	Instructor
Storm	Elizabeth	Community Education	Instructor
Line	Jennifer	Community Education	Program Coordinator
Michail	Phoebe	Community Education	Program Coordinator
Rathore	Rozeena	Controller's Office	Accounting Assistant
Pichardo	Rafael	Culinary Arts	Dishwasher
Jno-Ville	Paula	Culinary Arts	Office Assistant
Bell	Robert	Disability Support Services	Notetaker/Reader

Falconi	Connie	Disability Support Services	Notetaker/Reader
Jaikissoon	Martha	Disability Support Services	Notetaker/Reader
Cuna	Angelica	Disability Support Services	Notetaker/Reader
Cabana	Ileana	Enrollment Services	Admissions/Financial Aid Recruiter
Oubraham	Nouara	Library	Library Clerical Assistant
Kassar	William	ITS	ITS Support
Urbina	Carbajal	ITS	Lab Assistant
Vaghani	Manasvi	ITS	Lab Assistant
Qamar	Jahanzaib	ITS	Lab Assistant
Patel	Hardik	ITS	Lab Assistant

**RECOMMENDATION:**

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

6.

**NOW, THEREFORE BE IT RESOLVED** that the Board of Trustees approve the recommendations of the President, the Administration and the Personnel Committee as outlined above in **Item VIII. Personnel Recommendations 1-6:** (1) Retirement, (2) Resignations, (3) Appointment of Staff, (4) Re-Adoption of Staffing Table for Fiscal Year 2014 Effective June 12, 2013, (5) Title Change, and (6) Appointment of Additional New Part-Time Hires: August 15 - June 30, 2013.

**INTRODUCED BY:**

James Fife

**SECONDED BY:**

Karen Fahrenholz

**DATE:**

October 15, 2013

Fahrenholz, Karen  
Fife, James  
Kenny, Roberta  
Kosakowski, Joanne  
Lee, Bakari  
Peña, Jeanette  
Sires, Adrienne  
Stack, Katia  
Zampella, Alfred  
Netchert, William, Chair

AYE  
AYE  
ABSENT  
ABSENT  
AYE  
AYE  
ABSENT  
ABSENT  
AYE  
AYE

6 Ayes..... 0 Nay

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

Signature of Recorder

Date

*Jennifer D'Alley* 10-15-13

**HUDSON COUNTY COMMUNITY COLLEGE  
BOARD OF TRUSTEES MEETING  
October 15, 2013**

**IX. ACADEMIC AND STUDENT AFFAIRS**

- 1. *Renewal of a Separate Memorandum of Understanding Between: HCCC and Carepoint Health School of Nursing – AS in Science / Diploma in Nursing, HCCC and Bayonne Medical Center School of Nursing – AS in Science / Diploma in Nursing, HCCC and Liberty Health Care System - Jersey City Medical Center for the AAS and Certificate - Paramedic Science Program***

**REPORT/BACKGROUND**

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

*Currently HCCC offers an A.S Cooperative Nursing program in collaboration with the Schools of Nursing of (1) Bayonne Medical Center (BMCSN) and (2) Christ Hospital (CHSN); an AAS and Certificate Paramedic Science program in collaboration with Jersey City Medical Center (JCMC).*

*Implemented in June 1999, the Cooperative Nursing Program includes 37 credits of general education, healthcare fundamentals and science courses (taught by faculty employed directly by HCCC) plus 33 credits of nursing practice/clinical courses (taught by faculty employed directly by each respective Hospital School of Nursing). To date, approximately 750 have successfully completed the program.*

*Implemented in September 2003, the Paramedic Science Program consists of 33 credits of general education and science courses (taught by faculty employed directly by HCCC) and 30 credits of paramedic lecture/lab courses (taught by faculty employed directly by Jersey City Medical Center). To date, over 60 students have successfully completed the program.*

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

**RECOMMENDATION**

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

**2. Establishment of a new Memorandum of Understanding between Carepoint Health School of Radiography – AS in Science Degree Program.**

**REPORT/BACKGROUND**

HCCC proposes the implementation of a new degree program, AS Radiography, in partnership with Capepoint Health School of Radiography – Christ Hospital. The proposed program was approved by the HCCC Board of Trustees in March, 2013 and is being submitted for state approval by the Presidents' Council at its next meeting.

This 63-credit program includes 33 credits of general education and science courses to be taken at HCCC and 30 credits of specialized/clinical courses in Radiography to be completed at Christ Hospital. Upon completion of the program, students will receive an Associate Degree in Science as well as a Certificate in Radiography, allowing them to sit for the American Registry of Radiation Technologists (ARRT) national examination.

A Memorandum of Understanding - MOU (Attachment IV) is essential for any partnership program in that it clearly articulates scope of roles and responsibilities of each partner and stipulates other issues regarding admissions and academic supports. The attached MOU has been reviewed and agreed upon by Christ Hospital and HCCC administrators and endorsed by HCCC legal counsel.

**RECOMMENDATION:**

The President and Administration recommend that the Board of Trustees authorize the President to execute the attached Memorandum of Understanding with Capepoint Health School of Radiography effective AY 2013-2014.

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

**REPORT/BACKGROUND**

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

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

For AY 2013-2014, a total of 18 nursing instructors from our three Hudson County partner institutions meet the criteria for "Affiliate Faculty" status. (ATTACHMENT IV)

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

# **RECOMMENDATION**

The President and Administration recommend that the Board of Trustees approve the granting of "Affiliate Faculty" status for Academic Year 2013-2014 for nursing instructors teaching at the Schools of Nursing of Bayonne Medical Center and Christ Hospital; and for paramedic science instructors teaching at Jersey City Medical Center, partner institutions for the A.S. Cooperative Nursing and A.A.S. Paramedic Science programs, respectively.

**NOW, THEREFORE BE IT RESOLVED** that the Board of Trustees accept the recommendation of the President and Administration as outlined above in **Item IX. Academic and Student Affairs**

**Recommendations 1-3:** 1) Renewal of a Separate Memorandum of Understanding Between: HCCC and Carepoint Health School of Nursing – AS in Science / Diploma in Nursing, HCCC and Bayonne Medical Center School of Nursing – AS in Science / Diploma in Nursing, HCCC and Liberty Health Care System - Jersey City Medical Center for the AAS and Certificate - Paramedic Science Program, 2) Establishment of a new Memorandum of Understanding between Carepoint Health School of Radiography – AS in Science Degree Program, and 3) 'Affiliate Faculty' Status for (A) the Nursing Instructors at Bayonne Medical Center School of Nursing and CarePoint -Christ Hospital School of Nursing – Partner Institutions for HCCC's A.S. Cooperative Nursing Program and AS Science Radiography; and for (B) the Paramedic Science Instructors at Jersey City Medical Center, Partner Institution for HCCC's A.A.S./Certificate Paramedic Science Programs.


**INTRODUCED BY:** Karen Fahrenholz

**SECONDED BY:** Jeanette Peña

**DATE:** October 15, 2013

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

6 Ayes..... 0 Nay  
**\*\*\*RESOLUTION ADOPTED\*\*\***

 10-15-13  
 Signature of Recorder Date

# **MEMORANDUM OF UNDERSTANDING**

## **A COOPERATIVE NURSING PROGRAM BETWEEN HUDSON COUNTY COMMUNITY COLLEGE AND CAREPOINT HEALTH SYSTEM SCHOOL OF NURSING**

## **ASSOCIATE IN SCIENCE DEGREE AND DIPLOMA IN NURSING**

2013

# **MEMORANDUM OF UNDERSTANDING**

## **A COOPERATIVE NURSING PROGRAM BETWEEN HUDSON COUNTY COMMUNITY COLLEGE AND CAREPOINT HEALTH SYSTEM SCHOOL OF NURSING.**

### **ASSOCIATE IN SCIENCE DEGREE AND DIPLOMA IN NURSING**

AGREEMENT made and entered into on September 1, 2013 between Hudson County Community College, hereinafter referred to as HCCC and CarePoint Health System School of Nursing, (formally Christ Hospital School of Nursing) hereinafter referred to as CPHS.

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

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

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

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

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

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

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

#### **I. GENERAL DESCRIPTION OF THE PROGRAM**

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

awarded an AS degree from HCCC and a Diploma in Nursing from CPHS.

## **II. ACADEMIC PROGRAM**

- A. HCCC and CPHS agree to offer a cooperative Associate of Science Degree in Nursing consisting of:
  - 1. A core of general education and science courses offered by HCCC and coordinated with CPHS.
  - 2. A core of professional courses offered by CPHS.
- B. Matters pertaining to policies, procedures, curriculum and specification of graduation requirements shall be reviewed, agreed upon mutually and approved by a Nursing Program Oversight Committee (NPOC). The NPOC shall be composed of one representative each from HCCC and CPHS, as well as from Bayonne Medical Center School of Nursing (BHSN). HCCC will offer a similar Cooperative Nursing Program with BMCSN.
- C. Faculty members of the Schools of Nursing, as honorary members of the faculty of HCCC division of Math, Science, Technology, and Allied Health are eligible for membership on the Academic Affairs Council and/or any of its subcommittees. Members of Council and its committees must be selected according to the AAC Handbook and faculty policy of HCCC. Faculty members elect representatives from the Division they represent. School of nursing faculty may be asked to attend a committee meeting when Nursing curriculum topics are discussed. They do not have voting privileges when attending these sessions. They are present to clarify points for committee members.
- D. CPHS shall be responsible for evaluating the clinical competencies of students enrolled in the program.
- E. Programmatic policy-making shall be within the framework of federal and state law and of the professional requirements of state and national accrediting agencies.
- F. Students who possess a bachelor's degree (or higher), may choose the "diploma only" as an option. In such cases, both HCCC and the School of Nursing must be in full agreement. If individual students require additional credits (example, Anatomy & Physiology, Microbiology), these credits may be taken as non-matriculation. These students should be admitted to HCCC as a "special" student, and may not take more than a total of 11 non-nursing credits. Since these students are not applying for a degree, no transcript analysis is necessary and no transfer credit will be posted on these students' records. These students will not be registered for Nursing credits. All billing for



courses will be done by CarePoint Health System. Students may NOT change to degree status once declared as a diploma only option.

### **III. ADMINISTRATIVE AND ADVISORY STRUCTURE**

- A. Direct responsibility for the administration of the Cooperative Nursing Program shall be shared by HCCC and CPHS. In addition, each entity is responsible for the actions of their own professional staff. Program Director shall be employed by HCCC and located at HCCC.

The Program Director shall report to the HCCC Associate Dean of Allied Health and shall work in close collaboration with the Director at CPHS as well as with the Director of BHSN.

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

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

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

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

### **IV. ADMISSIONS, STUDENT RECORD AND ADVISEMENT**

- A. Admission to the Cooperative Nursing Program shall be in accordance with criteria, policies and procedures set forth herein and established by HCCC

and CPHS.

The guiding admission philosophy shall be consonant with the "open access" missions of the State's community colleges pursuant to applicable law.

1. Prospective students shall apply through CPHS Admissions Offices with their applications processed according to CPHS policies and procedures. Students must complete an HCCC application and all forms and data shall be shared with CPHS.
  2. Each student admitted to the Cooperative Nursing Program shall register for all courses at HCCC and is expected to meet all program curriculum requirements, as established by the Nursing Program Oversight Committee.
  3. Standards of academic progress shall conform to the policies and procedures of the participating institutions, as established by the Program Committee on Admissions and Academic Standing (CAAS).
- B. All student records shall be maintained by HCCC and shared with CPHS. HCCC shall furnish to CPHS such information as is required to maintain appropriate student records; (i.e. grades, advisor assignments). Student applications for graduation shall be evaluated and certified by HCCC and CPHS. Students enrolled in the Program shall be accorded full access to the services, co- and extra-curricular activities, and facilities of both their affiliated School of Nursing and HCCC.
- C. Academic advisement shall be provided by all participating partners. All students enrolled in the Cooperative Nursing Program shall be assigned an advisor. Academic advisement shall ensure that students are made aware of all requirements for completion of the degree and are appropriately placed in general education, science and nursing courses. In addition, all students enrolled in the CPHS program shall have full access to the academic advisement and tutorial services of HCCC.
- D. The Program Committee on Admissions and Academic Standing (CAAS) shall recommend issues related to admission policies and procedures and students' academic progress in the Program.

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

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

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

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

## **V. FISCAL ARRANGEMENTS**

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

## **VI. INSURANCE**

- A. HCCC and CPHS shall each obtain or maintain at its sole cost and expense throughout the term of this agreement, and any renewal thereof, a comprehensive liability policy including professional liability, insuring itself against any and all claims for bodily injury or death and property damage resulting from the performance of services by its students, employees, staff and agents under this agreement, and naming the other party as an additional insured, or provide a program of self-insurance as described below. If any institution elects to obtain an insurance policy, such policy shall protect the institution, its employees, students, staff and agents with limits of not less than \$1,000,000 with respect to injury or death of any one person and not less

than \$3,000,000 in the aggregate.

- B. HCCC and CPHS each may provide for coverage through a program of self-insurance trust fund, which shall provide not less than \$1,000,000 for injury or death to any one individual and not less than \$3,000,000 in the aggregate, or may be in such other form as provided by the *New Jersey Tort Claims Act N.J.S.A. 59:1-1 et seq.* which shall govern the terms and conditions of any such self-insurance program.
- C. Each institution, upon request, shall furnish to the other evidence that it has complied with the above requirements for liability coverage. Additionally, each institution must provide the other with written notice of any cancellation, suspension, non-renewal, or termination of its insurance policy and for notifying the other immediately of any claims reported under such policy.

**VII. OTHER CONSIDERATIONS**

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

- H. HCCC shall be responsible for the salary and other terms of employment, including benefits, for any administrator and faculty assigned to the Cooperative Nursing Program. CPHS shall be solely responsible for the salary and other terms of employment, including benefits, for its administrators and faculty assigned to the Program. CPHS faculty and administrators shall not be deemed to be participants in HCCC's collective bargaining units.
- I. HCCC and CPHS shall make every attempt to ensure that adequate office, classroom and conference space shall be maintained for the Cooperative Nursing Program.

**VIII. TERM OF CONTRACT**

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

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

Peter Kelly  
President and CEO  
176 Palisades Avenue  
Jersey City, New Jersey 07306

- B. In the event this Agreement is not renewed by one of the participating parties, it is expressly understood that the Nursing Program will continue in operation until all matriculated students have had an appropriate length of time to complete their studies.
- C. Agreement constitutes the entire Agreement between the parties regarding the subject matter hereof and supersedes any prior oral or written discussions, agreements, or negotiations. This Agreement may only be amended by written agreement signed by both parties.

**IX. WARRANTIES**

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

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

**EXECUTED BY:**

**HUDSON COUNTY COMMUNITY COLLEGE**

\_\_\_\_\_  
Glen E. Gabert, President

\_\_\_\_\_  
Date

**CAREPOINT HEALTH SYSTEM SCHOOL OF NURSING**

\_\_\_\_\_  
Peter Kelly, President & CEO

\_\_\_\_\_  
Date



**MEMORANDUM OF UNDERSTANDING**

**A COOPERATIVE NURSING PROGRAM  
BETWEEN**

**HUDSON COUNTY  
COMMUNITY COLLEGE**

**AND**

**BAYONNE MEDICAL CENTER SCHOOL OF NURSING**

**ASSOCIATE IN SCIENCE DEGREE  
AND  
DIPLOMA IN NURSING**

**2013 - 2014**

## **MEMORANDUM OF UNDERSTANDING**

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

#### **ASSOCIATE IN SCIENCE DEGREE AND DIPLOMA IN NURSING**

AGREEMENT made and entered into on September 1, 2013 between Hudson County Community College, hereinafter referred to as HCCC and Bayonne Medical Center School of Nursing, herein after referred to as BMCSN.

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

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

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

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

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

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

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

**I. GENERAL DESCRIPTION OF THE PROGRAM**

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

**II. ACADEMIC PROGRAM**

- A. HCCC and BMCSN agree to offer a cooperative Associate of Science Degree in Nursing consisting of:
  - 1. A core of general education and science courses offered by HCCC and coordinated with BMCSN.
  - 2. A core of professional courses offered by BMCSN.
- B. Matters pertaining to policies, procedures, curriculum and specification of graduation requirements shall be reviewed, agreed upon mutually and approved by a Nursing Program Oversight Committee (NPOC). The NPOC shall be composed of one representative each from HCCC and BMCSN, as well as from CarePoint Health School of Nursing. HCCC will offer a similar Cooperative Nursing Program with CPSON.
- C. Faculty members of the Schools of Nursing are considered honorary members of faculty at HCCC Division of Allied Health, and, as such are eligible to participate in meetings of the Division and of the Academic Affairs Council and/or any of its subcommittees when relevant curriculum topics are discussed. They do not have voting privileges when attending these sessions. They are present to clarify points for committee members.

- D. BMCSN shall be responsible for evaluating the clinical competencies of students enrolled in the program.
- E. Programmatic policy-making shall be within the framework of federal and state law and of the professional requirements of state and national accrediting agencies.

### **III. ADMINISTRATIVE AND ADVISORY STRUCTURE**

- A. Direct responsibility for the administration of the Cooperative Nursing Program shall be shared by HCCC and BMCSN. In addition, each entity is responsible for the actions of their own professional staff.

A Program Director shall be employed by HCCC and located at HCCC. The Program Director shall report to the HCCC Associate Dean of Allied Health and shall work in close collaboration with the Director at BMCSN as well as with the Director CHSN.

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

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

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

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

#### **IV. ADMISSIONS, STUDENT RECORD AND ADVISEMENT**

- A. Admission to the Cooperative Nursing Program shall be in accordance with criteria, policies and procedures set forth herein and established by HCCC and BMCSN. The guiding admission philosophy shall be consonant with the "open access" missions of the State's community colleges pursuant to applicable law.
1. Prospective students shall apply through BMCSN Admissions Offices with their applications processed according to BMCSN policies and procedures. Students must complete an HCCC application and all forms and data shall be shared with BMCSN.
  2. Each student admitted to the Cooperative Nursing Program shall register for all courses at HCCC and is expected to meet all program curriculum requirements, as established by the Nursing Program Oversight Committee.
  3. Standards of academic progress shall conform to the policies and procedures of the participating institutions, as established by the Program Committee on Admissions and Academic Standing (CAAS).
- B. All student records shall be maintained by HCCC and shared with BMCSN. HCCC shall furnish to BMCSN such information as is required to maintain appropriate student records; (i.e. grades, advisor assignments). Student applications for graduation shall be evaluated and certified by HCCC and BMCSN. Students enrolled in the Program shall be accorded full access to the services, co- and extra-curricular activities, and facilities of both BMCSN and HCCC.
- C. Academic advisement shall be provided by all participating partners. All students enrolled in the Cooperative Nursing Program shall be assigned an advisor. Academic advisement shall ensure that students are made aware of all requirements for completion of the degree and are appropriately placed in general education, science and nursing courses. In addition, all students enrolled in the BMCSN program shall have full access to the academic advisement and tutorial services of HCCC.

- D. The Program Committee on Admissions and Academic Standing (CAAS) shall recommend issues related to admission policies and procedures and students' academic progress in the Program.

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

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

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

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

## **V. FISCAL ARRANGEMENTS**

- A. Students in the Cooperative Nursing Program shall register for all courses at HCCC and shall pay all appropriate tuition and fees directly to HCCC.
- B. Tuition, Fees and Student Services: BMCSN shall invoice HCCC by November 15 of the Fall semester and April 15 of the Spring semester for all courses taught by its faculty based on the prevailing tuition and fees/rates charged. HCCC shall reimburse BMCSN within 60 days of the receipt of the invoice. This mechanism shall be used to assure that such expenses will be included for purposes of financial aid calculations. HCCC shall bill students directly for the joint HCCC/BMCSN commencement fees. Additionally, BMCSN shall bill fees directly to students for the BMCSN completion ceremony.

- C. The Schools of Nursing are NOT eligible for state reimbursement for those credits taught by School of nursing faculty.
- D. Both HCCC and the Schools of Nursing share in the responsibility for bad debt (i.e., unpaid tuition and fees). In the event full payment for tuition and fees is not received by HCCC, the respective Schools of Nursing will not receive reimbursement for their nursing courses. The Schools of Nursing will be kept informed as to bursar holds, and will follow policies concerning registration. Reconciliation for bad debt, where appropriate, will be resolved with the subsequent semester's invoice.

## **VI. INSURANCE**

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

## **VII. OTHER CONSIDERATIONS**

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



## **VIII. TERM OF CONTRACT**

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

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

Mark Spektor, DO  
President and CEO  
CarePoint Health - Bayonne Medical Center  
c/o School of Nursing  
East 29th St. @ Avenue E  
Bayonne, New Jersey 07002

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

**IX. WARRANTIES**

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

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

**EXECUTED BY:**

**HUDSON COUNTY COMMUNITY COLLEGE**

\_\_\_\_\_  
Glen E. Gabert, President

\_\_\_\_\_  
Date

**BAYONNE MEDICAL CENTER**

\_\_\_\_\_  
Mark Spektor, President & CEO

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING**

**Between**

**Hudson County Community College**

**and**

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

**for a**

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

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

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

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

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

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

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

#### **I. GENERAL DESCRIPTION OF THE PROGRAM**

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

## **II. ACADEMIC PROGRAM**

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

1. General education and basic science courses offered by HCCC.
2. Professional courses in Paramedic Science offered by JCMC.

B. Matters pertaining to policies and procedures for the program shall be submitted to the appropriate committees or administrators at HCCC and JCMC for review and action as required. HCCC and JCMC shall agree on policies and procedures.

C. The curriculum for the collaborative degree and certificate programs shall be mutually agreed upon by HCCC and JCMC and regularly reviewed.

D. JCMC shall be responsible for evaluating the clinical competencies of the students enrolled in the program.

E. Programmatic policy-making shall be within the framework of federal and state law and of the professional requirements of the state and national accrediting agencies.

## **III. ADMINISTRATIVE AND ADVISORY STRUCTURE**

A. Direct responsibility for the administration of the collaborative programs will be shared by HCCC and LHS. In addition, each entity is responsible for the actions of their own professional staff. The Director is employed by HCCC and located on the HCCC campus. She reports to the Associate Dean of Allied Health and will work in close collaboration with the Paramedic Program Director at JCMC. The Paramedic Program Director will supervise the JCMC faculty, oversee the program resources related to the professional courses at JCMC, and coordinate other activities with the appropriate offices at HCCC.

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

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

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

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

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

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

#### **IV. RECRUITMENT, ADMISSIONS, ADVISEMENT AND STUDENT RECORDS**

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

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

## V. FISCAL ARRANGEMENTS

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



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

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

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

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

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

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

## **VI. INSURANCE**

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



## VII. OTHER CONSIDERATIONS

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

## VIII. TERM OF AGREEMENT

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

**For Hudson County Community College:**

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

**For Jersey City Medical Center:**

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

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

## IX. WARRANTIES

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

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

**HUDSON COUNTY COMMUNITY COLLEGE**

**Executed by:**  
Glen Gabert, Ph.D.  
President

**Recommended by:**  
Eric Friedman, Ph.D.  
Vice President for Academic Affairs

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

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

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

**JERSEY CITY MEDICAL CENTER OF NEW JERSEY**

**Executed by:**  
Joseph Scott  
President and CEO

**Recommended by:**  
Director, EMS

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

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

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

**MEMORANDUM OF UNDERSTANDING**  
**AGREEMENT**  
**BETWEEN**  
**HUDSON COUNTY COMMUNITY COLLEGE**



**AND**  
**CAREPOINT HEALTH SCHOOL OF RADIOGRAPHY**  
**ASSOCIATE IN SCIENCE DEGREE**  
**RADIOGRAPHY**

## **MEMORANDUM OF UNDERSTANDING**

### **ASSOCIATE IN SCIENCE DEGREE RADIOGRAPHY**

AGREEMENT made and entered into on August 1, 2013 between Hudson County Community College, hereinafter referred to HCCC and CarePoint Health School of Radiography, herein after referred to CPHSR.

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

WHEREAS CPHSR operates a hospital based educational program leading to a certificate in radiography; and

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

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

WHEREAS, HCCC and CPHSR wish to develop an agreement which is designed to build on the strengths and capacities of both institutions; and

NOW, THEREFORE, HCCC and CPHSR wish to confirm in writing the terms of mutual and individual responsibilities related to offering an Associate in Science Degree and Certificate/Diploma in Radiography.

**I. GENERAL DESCRIPTION OF THE PROGRAM**

- A. HCCC agrees to establish a program leading to an Associate in Science Degree and a Certificate (issued by CPHSR) in Radiography.
- B. The Radiography Program is a single integrated program comprising general education, science, liberal arts and radiography courses. The general education, science and liberal arts courses shall be taught by the HCCC faculty. The radiography courses shall be taught by the CPHSR faculty in accordance with requirements established for the Associate in Science degree and Certificate in Radiography.
- C. Students successfully completing the requirements for the degree shall be awarded an AS degree from HCCC and a Certificate issued by CPHSR in Radiography.

**II. ACADEMIC PROGRAM**

- A. HCCC and CPHSR agree to offer an Associate of Science Degree and a Certificate in Radiography consisting of:
  - 1. A core of general education, science and Liberal Arts courses offered by HCCC and coordinated with CPHSR.
  - 2. A core of professional courses offered by CPHSR and coordinated with HCCC.
- B. Matters pertaining to policies, procedures, curriculum and specification of graduation requirements shall be reviewed, agreed upon mutually, and approved by a Radiography Program Oversight Committee (RPOC). The RPOC shall be composed of one representative from HCCC and the Program Director of CPHSR.
- C. Faculty members of the Schools of Radiography are considered affiliate faculty members of HCCC; and, as such are eligible to participate in meetings of the Allied Health Division and/or any of its subcommittees when relevant curriculum topics are discussed. They do not have voting privileges when attending these meetings. They are present to clarify points for division or committee members.
- D. HCCC shall offer and provide to its students the HCCC courses and require its students to pass the HCCC courses listed in the curriculum in order to fulfill the requirements to complete the A.S. degree.

- E. CPHSR shall offer and provide to its students the CPHSR courses and require its students to pass the CPHSR courses listed in the curriculum in order to fulfill the requirements to complete the A.S. degree.
- F. CPHSR shall be responsible for providing the students evaluating the clinical competencies of students enrolled in the program.
- G. Programmatic policy-making shall be within the framework of federal and state law and of the professional requirements of state and national accrediting agencies.
- H. Students who possess an associate or bachelor's degree (or higher), may choose to apply to HCCC to attain an A.S. in Radiography, but must inquire about the availability and eligibility of financial aid and/or loans which may only be offered through the college.

### **III. ADMINISTRATIVE AND ADVISORY STRUCTURE**

- A. Direct responsibility for the administration of the Radiography Program shall be shared by HCCC and CPHSR and work collaboratively to facilitate mutual learning opportunities. In addition, each entity is responsible for the actions of their own professional staff.
- B. A Radiography Program Oversight Committee meet two times per academic year, and at other such times when deemed necessary.
- C. The Radiography Program Oversight Committee shall take all appropriate measures to ensure that the quality of the education offered to students at both HCCC and CPHSR is maintained at the level provided at the execution of this Agreement.

#### **IV. ADMISSIONS, STUDENT RECORD AND ADVISEMENT**

A. Admission to the Radiography Program shall be in accordance with criteria, policies and procedures set forth herein and established by HCCC and CPHSR. The guiding admission philosophy shall be consonant with the "open access" missions of the State's community colleges pursuant to applicable law.

1. Prospective students interested in attaining an A.S. degree in Science - Radiography through HCCC shall apply through HCCC Admissions Offices with their applications processed according to HCCC policies and procedures. Students must complete an HCCC application and all forms and data shall be shared with CPHSR.
2. Admission to CPHSR is a separate process. Acceptance into HCCC does not guarantee acceptance into the Radiography program.
3. Students must achieve a minimum grade of C (2.0) in the following five courses established by the ASRT curriculum for Radiography and which is within the HCCC A.S. degree requirements. These are:

College Algebra	3 cr.
Anatomy & Physiology I	4 cr.
Introduction to Psychology	3 cr.
College Composition I	3 cr.
Introduction to Computers & Computing	3 cr.

4. Students admitted into the Radiography must maintain a minimum of 80% grade in the CPHSR courses and pass the clinical component of the program as established in the CPHSR student handbook. If the student does not maintain the required passing grades at CPHSR, they will be dismissed from the program but can remain at HCCC provided they meet HCCC academic standards policy.
5. Each student admitted to the Radiography Program shall register for all courses at HCCC and is expected to meet all program curriculum requirements, as established by the Radiography Program Oversight Committee.
6. Standards of academic progress shall conform to the policies and procedures of the participating institutions.



- B. All student records shall be maintained by HCCC and shared with CPHSR. HCCC shall furnish to CPHSR such information as is required to maintain appropriate student records; (i.e. grades, attendance, advisor assignments). Student applications for graduation shall be evaluated and certified by HCCC and CPHSR. Students enrolled in the Program shall be accorded full access to the services, co- and extra-curricular activities, and facilities of both their affiliated School of Radiography and HCCC.
- C. Academic advisement shall be provided by all participating partners. All students enrolled in the Radiography Program shall be assigned an advisor by CPHSR. Academic advisement shall ensure that students are made aware of all requirements for completion of the degree and are appropriately placed in general education, science, Liberal Arts and radiography courses. In addition, all students enrolled in the CPHSR program shall have full access to the academic advisement and tutorial services of HCCC.
- D. Student appeals regarding academic performance in courses shall be processed according to the established policies and procedures of the affiliated institution which is responsible for teaching the specific course.
- E. Students are expected to comply with the rules and regulations governing student behavior and published by HCCC and CPHSR. Hearings regarding alleged violations of rules or regulations shall be conducted in accordance with the procedures set forth in their respective Student Handbooks.

## **V. FISCAL ARRANGEMENTS**

- A. Students in the Radiography Program who register for courses through HCCC and shall pay all appropriate tuition and fees directly to HCCC. Tuition, Lab and Clinical Practicum fees for Radiography Courses shall be reimbursed to CPHSR. Other college fees such as Registration, General Service, Technology and Activity fees shall be retained by HCCC.
- B. Tuition, Fees: CPHSR shall invoice HCCC for all courses taught by its faculty based on the prevailing tuition and fees/rates charged by the 10<sup>th</sup> day of each semester. HCCC shall reimburse CPHSR within 60 days of the receipt of the invoice. This mechanism shall be used to assure that such expenses will be included for purposes of financial aid calculations. HCCC shall bill students directly for the joint HCCC/CPHSR commencement fees.

- C. Students shall pay a \$500. seat deposit once accepted to CPHSR and following a background check. This is a non-refundable deposit. This fee shall be applied to tuition.
- D. Both HCCC and the Schools of Radiography share in the responsibility for bad debt (i.e., unpaid tuition and fees). In the event full payment for tuition and fees is not received by HCCC, the respective Schools of Radiography will not receive reimbursement for their radiography courses. The Schools of Radiography will be kept informed as to bursar holds, and will follow policies concerning registration. Reconciliation for bad debt, where appropriate, will be resolved with the subsequent semester's invoice.

## **VI. INSURANCE**

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

## **VII. OTHER CONSIDERATIONS**

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

## **VIII. TERM OF CONTRACT**

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

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

Peter Kelly  
President and CEO  
CarePoint Health  
Jersey City, New Jersey 07306

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

**IX. WARRANTIES**

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

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

**EXECUTED BY:**

**HUDSON COUNTY COMMUNITY COLLEGE**

\_\_\_\_\_  
Glen E. Gabert, President

\_\_\_\_\_  
Date

**CAREPOINT HEALTH**

\_\_\_\_\_  
Peter Kelly, President & CEO

\_\_\_\_\_  
Date

**AFFILIATE FACULTY  
ACADEMIC YEAR 2013-2014**

CAREPOINT HEALTH SCHOOL OF NURSING – CHRIST HOSPITAL

Carol Fasano

Lori Byrd

Grace Frane

Sigma Ledford

Mary Ellen Cvek

Carmen Pelardis

Sharon Conway

BAYONNE SCHOOL OF NURSING

Carole Salski

Carmen Torres

Darlene Zales Russamano

Jacqueline Svercauski

Diane Hogan

JERSEY CITY MEDICAL CENTER:

Mario Pozo

CAREPOINT HEALTH SCHOOL OF RADIOGRAPHY:

Suzanne Novy

**HUDSON COUNTY COMMUNITY COLLEGE  
BOARD OF TRUSTEES MEETING  
October 15, 2013**

**X. NEW BUSINESS**

**1. Resolution Accepting a Gift of Art from Benjamin J. Dineen, III and Dennis C. Hull**

**BACKGROUND**

*Benjamin Dineen and Dennis Hull have been consistent supporters of community arts programs throughout Hudson County, and their support of the College's program dates to its inception.*

*Dineen and Hull have proposed to give their art collection to the Hudson County Community College. The collection to be donated includes at least two hundred and thirty works of contemporary art, largely works-on-paper focusing on emerging and major New Jersey and American artists.*

*Attached to this resolution is an inventory of the gift that is covered by this resolution (Attachment A). The donors may add pieces subsequently.*

*The Administration has conducted a review of the content of the gift and assessed the requirements for maintaining the gift and for complying with the general terms of the gift stipulated by the donors. The Administration has also consulted with the members of the Facilities Committee and College Counsel.*

**RECOMMENDATION**

*It is recommended by the Administration and Facilities Committee that the gift be accepted by the College, that an appropriate written agreement be negotiated and executed stipulating the general terms of the gift, and that a plan be developed to implement the terms in the short term and long term.*

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED**, that the President be authorized to negotiate and execute a written agreement accepting the gift of art from Benjamin J. Dineen, III and Dennis C. Hull and further that the President be directed to develop a formal plan for the implementation of the agreement and plan subject to review of College Counsel.

**INTRODUCED BY:** Entire Board

**SECONDED BY:** Entire Board

**DATE:** October 15, 2013

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

6 Ayes..... 0 Nay

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

Signature of Recorder

Date

*10-15-13*

# ATTACHMENT A

## ITEM X. NEW BUSINESS #1

Collection of Benjamin J. Dineen, III and Dennis C. Hull for Hudson County Community College

HCCC Board of Trustees Meeting

October 15, 2013

	ARTIST	TITLE	YEAR
1	Abercrombie, Kate	Untitled	
2	After Pablo Picasso	De Delacroix	1988
3	Allen, Lee	Untitled Landscape	2007
4	Altman	Frieze	
5	Amitay.	Boats	
6	Anreus, Alejandro	Patria	2000
7	Anreus, Alejandro	21 Versiones de una Isla (1,2,3)	3/2000-12/2004
8	Auste'	Portcullis of Tails	1980
9	Avery M.D., Eric	Liver Die	2005
11	Baramov, Robert	Ex Libris Yvonne Oppermann	1997
12	Barie, Judy	Untitled 6	2002
13	Barnet, Will	Bob	2004
14	Barrowclough, Lorna	In the future Products will Last for Days Not Hours	2009
15	Barrowclough, Lorna	Fashion Change Imported	2010
16	Bayer, Herbert	Structure With Three Squares	1965
17	Ben Menachem, Asaf	Untitled	2003
18	Berman, Kim	Untitled (2 panels)	1999
19	Berman, Kim	Lowveld Fire I (3 panels)	2004
20	Booker, Chakaia	Quality Time 2004	2004
21	Booker, Chakaia	Entities	2005
22	Booker, Chakaia	Visual Impression I	2002
23	Bovasso, Nina	Black Flowers with Rainbow Colors	2006
24	Bowers, Cheryl	Hovered	1978
25	Brodsky, Judith	Stella By Starlight	2002
26	Brody, Mona	Stopped In Time (Illumination Series)	2007
27	Brophy, Daniel	Hairline Fracture	2010
28	Bryson Shahn, Bernarda	80,000,000 Immigrants	1935
29	Burko, Diane	Arizona Landscape	1973
30	Chagoya, Enrique	The Headache, aPrint After George Cruikshank	2010
31	Chir, Wei Jane	Three Parallels	2001
32	Coldiron, Cindy	Untitled (Scallop Shell)	
33	Cole, Willie	Men of Iron	2004
34	Conrad, Adolf	Garden Wall	1984
35	Deal, Georgia	When one tugs...	2009
36	del Rivero, Elena	Sw(t)t Home	2003



Collection of Benjamin J. Dineen, III and Dennis C. Hull for Hudson County Community College

37	Diamond, John	Bowl	
38	Dill, Lesley	Force Flame	2007
39	DiNero, Sr., Robt.	A Fashionable Watering Place	1978
40	Dupree, James	Stolen Dreams and Forbidden Fruits #51	2001
41	Dzama, Marcel	Saddest Ghost Lamp	2004
42	Elagina, Yelena	Pests	1998
43	Elsayed, Dahlia	Satellite Accumulation Area	2013
44	Fausti, Eduardo	Homage to William Carlos Williams	1997
45	Femfolio	Twenty Women Artists	2007
46	Fink, Larry	T Model Ford	2002
47	Ford, Joe	Death Quilt Sampler	2001
48	Fox, Carson	Sweetheart	2003
49	Gerszo, Gunther	T-2 Rojo-Ocre-Azul	1974
50	Glasshauser, Suellen	Marriage Montand	1999
51	Golub, Leon	The Heretic's Fork	1985
52	Gould, Melissa	Neu-York	1999
53	Gurevich, Grigory	Return to Sender	1992
55	Haas, Richard	Fifty Seventh Street Looking East	2007
56	Hankin, Amelia	Black as Night	2007
57	Hare, David	Not Titled	1975
58	Hare, David	Untitled	1975
59	Harper, William St. John	Lucille	1888
60	Hersh, Nanci	Cut Fresh	
61	Hersh, Nanci	A Letter from Clive	
62	Higgins, Ryan	Benjamin	
63	Holms, Tom	Copper Sconces	2005
64	Holton, Curlee Raven	Blindspot II	2003
65	Homitzky, Peter	View From Mountain Road	1984
66	Hotchkiss, Joel	Camelion	2008
67	Houser, Jim	Bursts	2001
68	Hulling, Jan	Kid Stuff	2008
69	Ikens, Curt	New York Gallery Guide	2005
70	Ingalls, Eve	Wounds	2006
71	Inoue, Yoko	Water Gets No Enemy: A Wishing Well 2007	2007
72	Inoue, Yoko	Snail Boy	06-'09
73	Inoue, Yoko	Bunny	06-'09

Collection of Benjamin J. Dineen, III and Dennis C. Hull for Hudson County Community College

74	Inoue, Yoko	Curtain Call	06-'09
75	Jamison, Susan	Capture Spider	2006
76	Jedrus, Zbig	Dining Car	
78	Johnson, Lois M.	Franklin Court	2002
80	Kanemitsu, Matsumi	Sorcerer's Holliday	1972
81	Kimble, Jill	A Sudden Stillness	1997
82	Klein, Steve	Black Plate With 'Frit Composition' Square	
83	Knoerzer, Brian	Untitled	
84	Kolker, Ed	Two Dancers	2004
86	Kumagai, Hiroshi	Mach 300	2004
87	Kumagai, Hiroshi	Lot #86 Aljira	2006
88	Kumagai, Hiroshi	Aqua Life	11/2005
89	Kumagai, Hiroshi	Spider's Thread	5/2004
90	Kumagai, Hiroshi	Mach 300	2004
91	Labbauf, Farsad	Untitled	2005
92	Lamb, Elspeth	Klecksographie: This Is Not A Butterfly	1997
93	Landau, Jacob	Thirty-fourth Psalm	1988
94	Landes, Barbara	Green Frame With Blue Flecks of Memories	2001
95	Lawton, Rebecca	Untitled	2007
96	Lent, Lillian	Untitled	1967
97	Logan, Juan	Trying Not to Forget I, II, III	2001
98	Lopez, Yolanda	Your Vote Has Power	1997
99	Lordi, Tony	Circus Box	1983 rw 2002
100	Lozano, Luanda	Hombre	2006
101	Lucas, Kristin	Comet	2007
102	Madsen, Barbara	Who's Watching Set of 12	2003
103	Madsen, Barbara	Pink bug	2005
104	Madsen, Barbara	Off Kilter II	2008
105	Madsen, Barbara	Off Kilter II	2008
106	Madsen, Barbara	Off Kilter II	2008
107	Madsen, Barbara	Forgotten I, II, III, IV	2009
108	Madsen, Barbara	Untitled	2009
109	Madsen, Barbara/Ely Rosa Zamora	Detrito Olvidado/Forgotten Detritus	2009
110	Mangold, Robert	"C"	2000
111	Mark, Enid	Rose	2003
112	Mark, Enid	Fragmented Moonglow I	1973

Collection of Benjamin J. Dineen, III and Dennis C. Hull for Hudson County Community College

113	Mark, Enid	Ebb Tide	1980
114	Marshall, Kerry James	May 15, 2001	2004
115	Martinez, Max Carlos	Portrait of My Sister	2004-5
116	Martinez, Max Carlos	The Hero	1994
117	McCabe, Kevin	Sorry	2008
118	McCaffrey, Kevin	Driveway	2010
119	McHugh, Lynda	Untitled	
120	McHugh, Lynda	Inward Spiral	2005
121	McHugh, Lynda	Snake	
122	McHugh, Lynda	Untitled	2008
123	McKeown, Anne	Untitled	1992
124	McNeill, Winifred	Untitled (Out of Reach)	2005
126	McPherson, Craig	NY Water Tunnel	2009
127	Mesa-Bains, Amalia	Private Landscape/Public Terr.	1997
128	Miele, Marcia	Risk	1998
129	Minoggio, Uli	Double Dutch Ladies	
130	Montgomery, Seth	Dreamscape	1973
131	Moser, Jill	Grey Stills	2005
132	Nam, Chunwoo	Individual Face IV	2003
133	Nam, Chunwoo	Individual Memory	2003
134	Nutting, Wallace	A Belle of the Olden Days	
135	Nutting, Wallace	Jersey Blossoms	
136	O'Hara, Morgan	e Transmission: Movement of the hands of Children Food Vendors,	
137	O'Neil, Mari Mater	Untitled	2000
138	Ortega, Will	Happy Assimilation	2002
139	Ortiz Tellez, Jose Luis	Untitled	2006
140	Paolo, Dot	Thou Shell Not...	2001
141	Payne, Oliver & Relp, Nick	Untitled ( <i>Gavin Brown Quotation</i> )	2007
142	Penteado, Duda	Beauty For Ashes	
143	Penteado, Duda	Elemental Fossils	1998
144	Penteado, Duda	We Are You	
145	Petrovsky, Ivan	Aiming at Peace	2008
146	Philadelphia Inventational Portfolio 2005	Katie Baldwin	2005
147	Philadelphia Inventational Portfolio 2005	Daniel A. Heyman	2005
148	Philadelphia Inventational Portfolio 2005	Maximilian P. Lawrence	2005
149	Philadelphia Inventational Portfolio 2005	Dennis Lo	2005

Collection of Benjamin J. Dineen, III and Dennis C. Hull for Hudson County Community College

150	Philadelphia Inventational Portfolio 2005	Tristan Lowe	2005
151	Philadelphia Inventational Portfolio 2005	Natasha Pestich	2005
152	Philadelphia Inventational Portfolio 2005	Diane Pieri	2005
153	Philadelphia Inventational Portfolio 2005	William Smith	2005
154	Pitre, German	Fueling the Slave Trade Through the Enforcement of	2005
156	Rae, Erena	Politics I: Texas Style	2002
157	Rae, Erena	Trees	
158	Rae, Erena	And Every Number Has A Name	
159	Rappleve, Jon D.	Season of Doubt (13/20)	2001
160	Rappleve, Jon D.	Jabberway	2003
161	Rappleve, Jon D.	Incredible Boy Squirm	
162	Regan, Betsy	Jersey Birches	2004
163	Riley, Duke	The Scuttling of the S.S. Gay	2009
164	Roberts, Holly	Florida Morning	1975
165	Robertson, Mabel	Tiegnmouth	
166	Rodriguez Calero, Gloria	El Maestro	1985
167	Rodriguez, Gloria (RoCa)	Ex Voto	2000
168	Rollins, Tim		
169	Rollins, Tim		
170	Ronk, Robert	Transformer	
171	Rosenquist, Marc		
172	Ross, Amy	Feed Series #1	2005
174	Rupnow, Mitchiko	War Monument II 1-4	1999
175	Saavedera, Lazaro	Karl Marx 40/50	2000
176	Sagiwara	Fairyland No. 16	1967
178	Salter, H.S.	Dancers	1981
179	Sanchez, Juan	Saint Ernesto de la Higuera	2005
180	Sarai, Mayumi	Four Seasons	2002
181	Sawicki, Ellen	Tender	2010
182	Schapiro, Miriam	In The Land of Obladi	1993
183	Scott, Bill	Untitled	2004
184	Segalman, Richard	Coney Island	2008
185	Segalman, Richard	Coney Island	2008
186	Seidman, Anne	Line Drawing	2004
187	Selinger		1974
188	Shah, Ela	Peacock	2004 ('73)

Collection of Benjamin J. Dineen, III and Dennis C. Hull for Hudson County Community College

189	Siena, James	Two Perforated Combs	2006
190	Spector, Buzz	As If	2004
191	Spector, Buzz	The Irony	2004
192	Stevens, May	'Twas Brillig	1997
193	Stevens, May	Save the Last Dance for Me	2007
194	Torreano, John	Black Cross with Blue and Red Jewels	1982
195	Tremper, Bill	Lowes Theatre	
196	Tryggvadotter, Inga Huld	Red Line on Green on Yellow	2006
197	Tsvetkov, Sergei	Archipelago II	1996-98
198	Unidentified	Central Park	
199	Unknown	Amity	
200	Urban, Reva	Red City-A Child's World	1962
201	Van Ness, David Winslow	Three Stacking White Cows	2008
202	Waks, Joe	Large Pie w/Extra WMD	2008
203	Waks, Joe	r "The Pictorial History of Western Life in the 20th C	2006
204	Waks, Joe	Buevez...	2001
205	Walker, John	Diagonal Hollyhocks	2003
206	Walker, Steve	Family Ties	1998
207	Washington, Bisa	Never Forget	1999
208	Watson, Jason	Study of an Allegorical Figure #1	2006
209	Watson, Jason	Study of an Allegorical Figure #2	2006
215	Wayne, June	The Apparition	1959
216	Wayne, June	A Valediction: Forbidding Mourning	1959
218	Weber, Richard	Sphere of Influence 1	2010
219	Weber, Richard	Sphere of Influence 2	2010
220	Weber, Richard	Sphere of Influence 3	2010
221	Wells, Lee Allen	Untitled Landscape	
222	Whitney, Peter	Strange Attractor/Butterfly Effect	1999
223	Wong, Patricia	Summertime	2005
224	Woolman-Rose Atlas	Pt. Pleasant, NJ Scene	1878
225	Yamamoto, Nami	"Miniature Garden: Trace	2007
226	Yassin, Aaron	In Absence of Entropy	2005
227	Yudis, Charlott	#9B.I.S.No65	
228	Yudis, Charlott	BL. S. No. 59	2005
229	Zalon, Bernard	"KS"	2006
230	Zarovnaya, Natasha	Untitled	1990

**HUDSON COUNTY COMMUNITY COLLEGE  
BOARD OF TRUSTEES MEETING  
October 15, 2013**

**X. NEW BUSINESS**

**2. Naming of Rooms 613, 616, 618, and 619 in the College Library**

**BACKGROUND**

Benjamin Dineen and his partner Dennis Hull have been consistent supporters of community arts programs throughout Hudson County, and their support of the College's art program dates to its inception. Ben Dineen has been a member of the Hudson County Community College Foundation Board of Directors since 2005, and he has chaired the Foundation's Arts Committee. Under his leadership and direction, the College's collection numbering more than 500 pieces has been assembled, and the fine arts lecture series has been inaugurated. Dineen and Hull have also been generous contributors to the fine arts program making gifts-in-kind as well as financial contributions.

Ben Dineen and Dennis Hull are now presenting the College with their personal art collection numbering at least two hundred and thirty pieces.

In addition they have been active in the community supporting a variety of causes. They have also been public advocates for the gay, lesbian and transgender community at the College and throughout the County, working tirelessly to improve their rights and the quality of their lives.

**RECOMMENDATION**

The Administration in consultation with Facilities Committee has determined that it would be appropriate to name the new gallery space on the sixth floor of the new Library/Classroom Building after Dineen and Hull in recognition of their lives and their service to the community and to the Hudson County Community College.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED**, that Rooms 613, 616, 618 and 619 in the Library/Classroom Building at 71 Sip in Journal Square be named and now and hereinafter referred to as the Benjamin J. Dineen, III and Dennis C. Hull Gallery.

**INTRODUCED BY:** Entire Board

**SECONDED BY:** Entire Board

**DATE:** October 15, 2013

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

6 Ayes..... 0 Nay  
\*\*\*RESOLUTION ADOPTED\*\*\*

[Signature] 10-15-13  
Signature of Recorder Date

**HUDSON COUNTY COMMUNITY COLLEGE  
BOARD OF TRUSTEES MEETING  
October 15, 2013**

**XI. ADJOURNMENT**

**THAT**, the meeting be adjourned at 5:21 P.M.

**INTRODUCED BY:** James Fife

**SECONDED BY:** Karen Fahrenholz

**DATE:** October 15, 2013

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

6 Ayes..... 0 Nay  
**\*\*\*RESOLUTION ADOPTED\*\*\***

James Fife  
Signature of Recorder

October 15, 2013  
Date