

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

Regular Meeting – Board of Trustees

Tuesday, November 21, 2023

5:00 P.M.

Mary T. Norton Board Room and Via Zoom

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

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

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

Passcode: 629005

Telephone: 1 309 205 3325

Webinar ID: 917 2810 9546

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

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

AGENDA

I. CALL TO ORDER - FLAG SALUTE

Mr. Netchert

II. ROLL CALL AND RECOGNITION OF VISITORS

Trustees:

Edward DeFazio

Joseph Doria

Sally Elwir, Student Alumni Representative (Ex Officio)

Pamela Gardner, Secretary/Treasurer

Frank Gargiulo

Roberta Kenny

Bakari Lee, Vice Chair

William Netchert, Chair

Jeanette Peña

Christopher Reber, President (Ex Officio)

Silvia Rodriguez

Harold Stahl

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

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

November 21, 2023

II. ROLL CALL

Trustees:

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

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

MEETING INTRODUCTION

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

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

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

November 21, 2023

III. COMMENTS FROM THE PUBLIC

None

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

November 21, 2023

IV. CLOSED SESSION

None

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

November 21, 2023

V. REPORTS

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

Update from the School of Nursing and Health Professions

Lori Byrd, Interim Director, RN Nursing Program

Karen Hosick, Instructor, Personal Fitness Training and Exercise Science

Cristal DeCastro, Alumna, Nursing

Ismail Griffin, Alumnus, Exercise Science

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

November 21, 2023

VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS

1. MINUTES OF PREVIOUS MEETING

The Minutes of the Regular Meeting of October 17, 2023 are herewith submitted to the Board of Trustees for approval. (Page 10)

Recommendation:

It is the recommendation of the President that the Board of Trustees accept the Minutes of the Regular Meeting of October 17, 2023.

2. GIFTS, GRANTS, AND CONTRACTS REPORT

Hudson County Community College has received the following grants:

TITLE: *Mental Health and Wellness Mini-Grant*

AGENCY: *New Jersey Council of County Colleges*

PURPOSE OF GRANT: *The grant aims to support campus-based mental health and wellness events designed to increase awareness about mental health and wellness and reduce stigma for students and other college community members.*

COLLEGE ADMINISTRATOR: *Doreen Pontius*

COLLEGE CONTRIBUTION: *\$0*

AWARD AMOUNT: *\$1,482.00*

TITLE: *College Readiness Now X*

AGENCY: *New Jersey Council of County Colleges*

PURPOSE OF GRANT: *The goal of College Readiness Now is to increase the number of college ready students in math and/or English.*

COLLEGE ADMINISTRATOR: *Cristhian Altamirano*

COLLEGE CONTRIBUTION: *\$0*

AWARD AMOUNT: *\$54,697.00*

TITLE: *Tree Planting Grants for NJ Public Schools, Colleges, and Universities*

AGENCY: *New Jersey Dept. of Environmental Protection (DEP)*

PURPOSE OF GRANT: *Renovation and new planting of trees on campus.*

COLLEGE ADMINISTRATOR: Ilya Ashmyan

COLLEGE CONTRIBUTION: \$0

AWARD AMOUNT: \$217,400.00

TITLE: Gateway to Innovation

AGENCY: Citizens Philanthropic Foundation

PURPOSE OF GRANT: The Gateway to Innovation program is designed to achieve equitable workforce solutions.

COLLEGE ADMINISTRATOR: Lori Margolin

COLLEGE CONTRIBUTION: \$0

AWARD AMOUNT: \$25,000.00

RESOLUTION:

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

INTRODUCED BY: Pamela Gardner

SECONDED BY: Jeanette Peña

DATE: November 21, 2023

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

8 Aye 0 Nay

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

Alexa Riano
Signature of Recorder

11/21/2023
Date

HUDSON COUNTY COMMUNITY COLLEGE

Regular Meeting – Board of Trustees

Tuesday, October 17, 2023

5:00 P.M., In-person and via Zoom

MINUTES

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

Counsel to the Board: John Geppert, Esq., for Scarinci and Hollenbeck

ABSENT: *Joseph Doria; Silvia Rodriguez*

I. CALL TO ORDER - FLAG SALUTE

II. ROLL CALL

III. COMMENTS FROM THE PUBLIC – None

IV. CLOSED SESSION – None

V. REPORTS

1. Student Government Association President's Report

Student Government Association President, Lisa Camacho, offered the following report.

Good evening, Trustees, faculty, staff, and students. I am happy to announce that the Student Government Association (SGA) elected four new e-board members these past two weeks. Congratulations to Natalia Amin Montero, Vice President of the Journal Square campus; Abdessamad Belguebli, Director of Intercollegiate Athletics; Destiny Herrera, Director of Communications; and, finally, Jasmine Arriaza, Director of Community Service.

- SGA Executive Board members have continued to attend All College Council (ACC) committee meetings and the newly elected e-board members will attend their first ACC Committee meetings in November.
- We held our first event, the Fall Kickoff, on September 22. I am happy to report that it was a success, with a nice turnout of over 70 students in attendance. Students were highly active and engaging with SGA, peers, fun activities, and enjoying the food.
- For October, SGA will host our most popular annual event, the Halloween party, on Friday, October 27 from 6:00 p.m. to 10:00 p.m. at the Culinary Building. We started promoting the event and have been making good headway with the number of RSVPs we have received. The theme is Glow in the Dark, and the planning, ordering, and reserving for the party is complete.
- We are also hosting a Murder Mystery/Haunted House event on the same day as the Halloween party but in collaboration with the Film Club and Criminal Justice Club. This will occur on October 27 from 5:00 p.m. to 7:00 p.m. in the Culinary Building.

That concludes my updates on SGA. Now, I will update you on what the other clubs on campus have been doing.

- The Art Club held successful events this past month, including their weekly meetings with many members in attendance. They hosted a Friday the 13th Art Creation event and a Scrap Art Challenge event. They also participated in the NYC ComiCon this past Sunday, taking a few of their members there.
- The Latin Society Club held multiple events on the Journal Square and North Hudson campuses. There was one week full of various events for Hispanic Heritage Month from September 18 to 21 at both campuses. The annual Hispanic Heritage Fashion Show, exhibited at the North Hudson campus, highlighted models dressed as famous Hispanic figures worldwide. For future events, they are planning a Noches de Bruja Halloween Party at North Hudson campus on November 2 in collaboration with SGA and the Office of Student Life & Leadership.
- The Film Club is planning to host a karaoke night on Journal Square campus on November 10 in the Student Center.
- The Environmental Club went on a mushroom tour at Lifecap Farms.
- Chemistry Club met earlier today for the first time in the STEM building.
- The Psychology Club had its first meeting with all members in attendance this past week and elected their new e-board.
- The Student Programming Board held the Fall Festival in collaboration with the Office of Student Life & Leadership this past Saturday during the Open House with many attendees, including potential students.

That is all I have for you today. Thank you for listening, and have a great night!

Trustee Lee offered the following remarks.

I think you would make a fantastic news anchor! Very Eloquent! Your presentation is fantastic.

2. All College Council Chair's Report

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

Hello Trustees,

It's good to see you all. It's been a busy month at Hudson County Community College (HCCC). There have been many important events, such as the Health and Wellness Fair on October 11, where free flu shots were available to faculty, staff, and students. October 1 to 7 was Banned Books Week, and the libraries did a phenomenal job raising awareness of this important issue. There was also the Open House at the Journal Square campus (JSQ) on October 14, and the North Hudson campus (NHC) will have its Open House on November 4. And one last exciting item of note – we are looking forward to hosting our October ACC general meeting at NHC on October 25. As you can see, it's an exciting time to be part of the Hudson family!

Now, I'll provide brief updates from the ACC committees:

- The Technology Committee is exploring options for improving the mapping and wayfinding for students on both campuses. The project entails finding and implementing a digital solution. Additionally, when everyone is logging on to check their emails, they should do their best to switch to an authenticator app. Outlook will soon not allow text to be an authentication option, so please use Microsoft Authenticator or Google Authenticator moving forward. For more information, inquire with Information Technology Services.
- The Student Affairs Committee is working on improving conditions for the student-parent population. As US Secretary of Education Miguel Cardona recently said, it's important to “break down barriers to attaining postsecondary education for parents with young children.” The committee is also focusing on improving conditions for student veterans and active service military populations.

- The Development and Planning Committee continues to build upon the initiative from College Service Day, which emphasized the importance of alumni relations and the reasons for giving back to the college. To that end, the Committee is exploring options for planning alumni events to reignite engagement with HCCC.
- The Academic Senate Committee has a new chair, English Instructor Dr. Jeanne Baptiste, and a new secretary, Program Director of Practical Nursing Geraldine Kiefer-Necklen. The committee updated the academic integrity statement last semester to include verbiage on the AI policy. The committee is currently analyzing topics such as the incomplete policy and the college-wide grade scale.
- The College Life Committee's Steps for Wellness challenge is off and running. We are into the fourth week, and the top contestant, Hussein Odeh, walked almost 80 miles in one week! The committee is also planning a winter holiday party. And, finally, the committee is pleased to report that 50 people have been trained in the life-saving drug Narcan, and there are another 25 signed up for the next workshop.
- The Space and Facilities Committee has been exploring bringing an ATM to campus. The committee is working with Veronica Gerosimo from the Office of Student Life and Leadership to secure free sanitary products for both campus bathrooms. There are also ongoing efforts to place lactation rooms for our student-parent population and zen/calm zones, which will benefit the entire community.

Thanks to everyone who made this speech possible, including all the committee members, Dr. Reber and the executive cabinet, Vice Chair Raffi Manjikian, and Secretary Sarah Teichman! And good luck to the students taking midterms!

Trustee Lee offered the following remarks.

Chris, you had very tough shoes to follow, but you represented yourself well. Congratulations!

3. President's Report

President Reber offered the following remarks.

Good evening, Trustees, colleagues, and students. It's great to be back together again!

Lisa and Chris, thank you for your remarks and your leadership. There is so much good happening here.

As you all are aware, Trustee Bakari Lee was honored with the M. Dale Ensign Trustee Leadership Award at last week's convening of the Association of Community College Trustees Annual Leadership Congress in Las Vegas. We had a full contingent of 11 faculty, staff, students, and trustees. This award is given each year to one trustee in the United States in recognition of their exemplary leadership and service to our nation's community college sector. Bakari was recognized by the nearly 2,000 ACCT attendees at the conference's concluding Gala, including Dale Ensign, now 97 years young!

Congratulations, Bakari, and thank you for your exemplary leadership! Your success is a significant point of pride for Hudson County Community College!

This evening's meeting is the last for Daniel Menendez in his role as 2022-23 Alumni Representative to the Board of Trustees. Daniel, on behalf of all trustees, thank you for serving in this important role over the past year. It has also been a pleasure attending the ACCT National Legislative Summit and ACCT Leadership Congress with you, and we are delighted you have joined the ACCT Student Trustee Advisory Committee. We are so proud of your success at Rutgers on your journey to becoming a surgeon. I am pleased to present you with a token of our appreciation.

Daniel, would you like to say a few words?

Daniel Menendez offered the following remarks.

It's been a pleasure and an honor to serve on the Board of Trustees. I've learned so much from everyone on the board and become a better person. I am grateful to share my story from the student's perspective. I feel as though I succeeded in my role of representing students and helping others. A big priority for me in this role is representation for all students, including individuals with similar stories and backgrounds. Representation is essential; it's the fire that ignites people's futures when they see someone else who went through the same trials and tribulations of a similar background succeed. It means they can do so too. I thank everyone for allowing me to be in this role.

President Reber resumed his remarks.

Thank you, Daniel. You're truly an inspiration. We're very proud of you.

At next month's meeting, we look forward to welcoming Daniel's successor, Sally Elwir, who is also here this evening! Welcome back, Sally!

This evening, I have invited Associate Vice President for Academic Affairs and Assessment, Dr. Heather DeVries, and Associate Vice President for Continuing Education and Workforce Development, Lori Margolin, to offer remarks about our growing programs and support for incarcerated, reentry, and court-involved citizens. Heather and Lori co-chair our Incarcerated and Reentry Training Task Force. They are providing exemplary leadership in this area of priority in service to our mission and our community.

Heather and Lori will introduce HCCC reentry students Joseph Wise and Easkon Walker, who have joined us this evening.

Dr. Heather DeVries and Lori Margolin presented [on Creating Transformational Pathways for Incarcerated and Reentry Students](#) alongside Easkon Walker's testimonial.

Lori Margolin offered opening remarks.

Good evening, Trustees, Dr. Reber, colleagues and students.

My name is Lori Margolin, and together with Dr. Heather DeVries, we are excited to present tonight on creating transformational pathways for incarcerated and reentry students.

We are sharing updates on two programs. The first is the Academic and Workforce Pathway Program, launched in the fall of 2021. However, planning began several years earlier, in 2019. It was a very eventful two years and included the addition of several partners and navigating a way around a pandemic. All of that impacted the program that launched with a very resilient design.

The program is based at the Hudson County Correctional Center, the county jail. It includes workforce training and a degree program option for the students. The program launched with only men, and then women were added in the summer of 2022. Through the summer semester, we had 200 students, and 45 students enrolled in the fall semester. This semester, we're offering various workforce and degree programs.

It takes a village to create a transformational program such as this one. Our primary collaboration is between the College, the Hudson County Department of Housing and Community Reintegration, and the Hudson County Department of Corrections and Rehabilitation, and each partner is important in bringing their best to this program.

There are a few features that are quite distinctive. One is that all the instruction is virtual, allowing us to have a program during the pandemic and for a seamless transition for those released into the community to continue their studies the next day. This makes it possible for these students to enroll in a degree program. We have a dedicated computer lab with internet access. We're able to meet the multiple missions of the organizations in which we collaborate. The last feature is our Student Success Coaches, who work with the students. They're in jail daily, working with these students and working with them once they're released. The coaches become these students' trustworthy individuals who help them continue to achieve their educational goals.

The outcomes have proven to be an excellent model. Out of the 200 students enrolled through the summer, 59% have completed a course in which they were enrolled. Their collective GPA is 3.6. Two students graduated this past May at our Commencement with a degree. For context, nationwide completion rates are about 42%, and we are way above that by 17%.

From the student perspective, we have Joseph Wise, one of our students from the beginning of the program. He was not able to attend this meeting, but we will quote what he said, which was, "I decided: I did jail, now I do education," and one of the first things he did as he was released was come to our campus and enroll as a student.

Dr. Heather DeVries offered remarks.

Thank you so much, Lori. The second program is with the New Jersey Reentry Corporation (NJRC), which former New Jersey Governor James McGreevy chairs. We started partnering with them in 2021 to provide academic and workforce programs that specifically lead to high-demand and high-wage jobs. Our programs' workforce and academics are open to all NJRC clients.

The instruction provided is onsite at the NJRC's facility in Kearny. It is virtual. As for our culinary program, NJRC includes transportation for the students to and from their Kearny site to campus several days a week.

We officially launched our programs in January 2022. We offer several programs other than culinary. We offer a welding course that results in American Welding Society Certification. The phlebotomy program is the first in the State of New Jersey to be open to court or justice-involved individuals, a remarkable accomplishment of this partnership. We also offer courses in computer basics to build digital literacy, particularly for those recently released from incarceration and in dire need. We've started offering GED preparation courses. Last, we partnered with NJRC to deliver their Summer Training Institute for 200 justice-involved youth.

HCCC delivers the programs, and NJRC helps connect the students with employment. The unique feature of this partnership is that the students benefit from both organizations offering all-around holistic services and commitment to supporting students in their training, in their programs, and outside. Students have full access to our Hudson Help Resource Center. NJRC helps students or their clients procure driver's licenses and other forms of documentation that may have lapsed or they may be without.

Our welding program is notable in that it's supported through grant funds. We have received \$150,000 through the All Within My Hands Foundation from the Metallica Scholars program, which aligns with our mission in partnership with NJRC, supporting training in career technical education areas. Through this branch money, we've been able to help support students' welding tuition, including covering the cost of the certification exam, because sometimes that can be a considerable barrier to their completing the training. They need to take the exam, many of which often have a sizable cost. It's been a joy to have joined the Metallica Scholars program.

The outcomes of NJRC are as follows. We've had 138 students enrolled in either an academic or workforce program. Of those, 70% have completed the course or program in which they enrolled. As Lori said, benchmarks are hard to come by with programs provided to justice-involved individuals, but we feel confident and proud of our completion rate. We also had 35 students earn an industry-recognized credential in their program. Our culinary program has the Serve Safe certification in it, and this past May, seven students graduated with a proficiency certificate in Culinary Arts Hot Food and celebrated with us at Red Bull Arena. The Summer Training Institute has served more than 200 justice-involved youth to date. And, again, we've received some sizable investments for this work from NJRC and the Metallica Scholars program.

However, the program's best impact is not necessarily on the numbers but on our students. We invited one of them today, and I am pleased to present Mr. Easkon Walker to share his experience and the impact of this program.

Easkon Walker offered remarks.

Hello, all. My name is Easkon Walker. And I wanted to say that the reentry program is beautiful. It helped me realize I wanted to do better with my life.

It was hard for me to take the initial steps. The Reentry Program opened the doors and provided opportunities for me to obtain my certificate in culinary. I'm now a current student at HCCC and plan to graduate with an associate degree in Culinary.

I want to thank my mother because I wouldn't be here if it weren't for her. She passed away, but she is my influence. She's the person who persuaded me into cooking. I fondly remember when I was a child; she would cook, and we would listen to James Brown, Barry White, and Whitney Houston. We danced and ate, which always made me smile, even through hard times. My father died during my childhood, which left us homeless and hungry. Then, when I was between eight and ten years old, I felt upset and would cry, but my mom managed to put food on the table and put a smile on my face. My whole attitude would change, and it helped me to survive the next day. If it weren't for my mother, I would never consider becoming a chef, even though I love cooking. I'm grateful for that.

Dr. Heather DeVries resumed remarks.

Thank you so much, Mr. Walker.

Again, he completed the proficiency certificate with us, walked across the Red Bull stage and signed right back up for the Associate degree program. We look forward to seeing you at Commencement again soon.

Through this work, we've had many lessons learned. As Lori mentioned, all our internal and external partners are significant. It truly takes a village, because, without them, none of this is possible in silos. This can only work when we all work together when keeping the mission of our why front and center. Identifying why we're doing this work and how central it is to each organization's mission is crucial in keeping the work moving forward, removing barriers, and overcoming challenges.

We learned to ask and not assume. We had several assumptions; each organization had several assumptions about various aspects of the work at specific points, whether it was the transportation schedule that NJRC had, or what holidays they observed. And making sure everyone was in communication.

Lori spoke about how valuable the student success coaches are and that they are mentors who are just an incredible support system for these students. Then, it's about each organization and knowing its why and being able to thrive in doing its work and celebrating its mission. That's when all the pieces come together, and we see success.

We have many people to thank. We have our faculty for both programs. We also have our student success coaches; the Academic Dean of Culinary Arts, Dr. Ara Karkashian; Continuing Education administration; the County of Hudson; and NJRC. We have reached into many corners and come together to serve justice-involved students. We're so pleased to be able to do this.

Thank you, everyone.

President Reber offered closing remarks.

So much inspiration. We are so proud of you. Easkon joined me on my podcast along with Governor McGreevy and Lori. If you want to hear more of his story, the podcast is available on our [website](#).

Thanks so much for your report and leadership, Lori and Heather, and your inspirational remarks, Joseph and Easkon!

Trustees, this concludes my report.

Trustee Lee asked a question.

Although the program is new, we must ensure everything is economic. Everybody needs to earn a living wage. Are there any initial statistics on job placement relative to the program, and what are we doing to contribute to that in terms of internship, job placement, etc., to ensure that people have a reliable income?

Lori Margolin responded.

You're right. In terms of the program in the jail, we don't track that because that's not the immediate outcome goal. However, NJRC is primarily responsible for monitoring that, and we work with them. We wouldn't start any program that doesn't lead to employment.

We're quite aware that individuals who are court involved, justice impacted, look at training programs and see what occupations they lead to, so that's not a barrier for them. We do have statistics and will bring them to the next meeting.

Trustee Peña offered remarks.

This is very interesting. I also think we all feel the same and commend you on the work you've done.

For Mr. Walker, I was so touched when you spoke about your mother. It's beautiful to see how you can come full circle, reflect on that, and give her respect by what you do every day. That's wonderful.

President Reber offered remarks.

They're very short-term certificates that can lead immediately to employment. By design, they could be earning 70K. Governor McGreevy and NJRC are working on the front lines with employers who will agree to hire these graduates as soon as they finish the program. Then, there are other pieces, like pathways. We're trying to get them a job quickly in an area of need, while on a pathway to continue on to their associate degree.

Trustee Lee offered final remarks.

We should track that on an ongoing basis. I want to make sure that we're intentionally doing whatever we can to facilitate placement and keep track of those numbers. This is a fantastic program.

VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS

1. *The Minutes of the Regular Meeting of September 12, 2023, were approved.*
2. *Gifts, Grants, and Contracts Report*

Hudson County Community College has received the following grant:

Title: Community to Opportunity: Building Community to Expand Opportunity

Agency: Tepper Foundation and the New Jersey Council of County Colleges

Purpose of Grant: To strengthen provision of basic needs services/non-academic support

College Administrator: Katherine Morales

College Contribution: \$0

Award Amount: \$80,000

Introduced by: Bakari Lee

Seconded by: Pamela Gardner

8 Ayes.....0 Nays

Resolution Adopted

VII. FISCAL, ADMINISTRATIVE, LEASE, AND CAPITAL RECOMMENDATIONS 1-5:

1. Resolution Authorizing Award of Network Managed Services to be funded from the operating budget at a cost not to exceed \$205,433 was approved.
2. Resolution Authorizing Renewal of ITV Technical Support to be funded from the operating budget at a cost not to exceed \$215,148 was approved.
3. Resolution Authorizing Renewal of Document Imaging Software to be funded from the operating budget at a cost not to exceed \$103,258 was approved.
4. Resolution Amending Resolution #12 from August 8, 2023 Board of Trustees Meeting to be funded from the operating budget at a cost not to exceed \$79,378 was approved.
5. Resolution Authorizing Award of Healthcare Certification Testing to be funded from the operating budget at a cost not to exceed \$104,000 was approved.

*Introduced by: Bakari Lee
Seconded by: Pamela Gardner*

8 Ayes.....0 Nays

Resolutions Adopted

VIII. PERSONNEL RECOMMENDATIONS 1-7:

1. RESIGNATIONS

First Name	Last Name	Title	Effective Date
Angel	Cardenas	Support Analyst	September 21, 2023
Nicholas	Mangal	Academic Counselor, Hudson Scholars Program	October 2, 2023
Carmen	McGuire	Director, Benefits and Compensation	October 13, 2023
Frans	Moncayo	Academic Counselor, Hudson Scholars Program	September 19, 2023
Sarah	Yagoubi	Internship Coordinator (Grant-funded)	September 29, 2023

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

2. APPOINTMENT OF FULL-TIME STAFF

First Name	Last Name	Title	Salary Grade	Effective Date	Annual Salary
Suhani	Aggarwal	Associate Director, Human Resources (HRIS)	115	October 23, 2023	\$67,000.00
Larry	Anderson	Admissions Recruiter	105	October 16, 2023	\$40,000.00

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

3. APPOINTMENT OF TEMPORARY FULL-TIME STAFF

First Name	Last Name	Title	Salary Grade	Effective Date	Anticipated End Date	Annual Salary
Leymi	Abreu	Administrative Assistant, Human Resources	108	October 16, 2023	June 30, 2024	\$43,901.53
Marian	Betancourt	Student Success Coach, NJ Reentry Corporation (Grant-funded)	109	June 30, 2024	September 1, 2023	\$47,478.88
Candice	Fernandez	Academic Counselor	113	September 16, 2023	June 30, 2024	\$53,955.51
Andrea	Goodwin	Coordinator, Human Resources	109	October 16, 2023	June 30, 2024	\$47,288.81
Esperanza	Robles-Class	Academic Counselor	113	October 16, 2023	June 30, 2024	\$53,955.51
Megha	Sanghavi	Accounts Payable Officer	112	October 23, 2023	January 31, 2024	\$52,000.00
Luz	Tellez	Academic Advisor	109	September 16, 2023	June 30, 2024	\$46,096.61

RECOMMENDATION:

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

4. APPOINTMENT OF FULL-TIME FACULTY

First Name	Last Name	Title	Salary Grade	Effective Date	Annual Salary
Ashley	Pianko	Instructor, Nursing (Tenure-track)	INST	October 16, 2023	\$55,434.92

RECOMMENDATION:

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

5. AUTHORIZATION OF PART-TIME STAFF THROUGH OCTOBER 2024, AS NEEDED

FIRST NAME	LAST NAME	DEPARTMENT	TITLE	POSITION ID	SUPERVISOR
Omina	Daoud	ADJ Academic Support Services/ Tutorial Services	Tutor	TUTOR-252010	Kenny Fabara
Betzabe	Reyes	Academic Affairs/ English and ESL	ESL Office Assistant	OFFAST-101035	Alison Wakefield
Gabriela	Danta	Academic Affairs/ Humanities and Social Sciences	Oral History Project Intern	STUINTERN	Sean Egan/ Antonio Acevedo
Anais	Vazquez	Academic Affairs/Nursing and Health Professions	Office Assistant	OFFAST-101017	Lori Byrd
D'Marie	Hamilton	Accessibility Services	Notetaker/ Reader	READER-150525	Karine Davis

Ely	Amaya	College Libraries, North Hudson Campus	PT Library Associate	NHCLAPT-150510	Lisa Bogart
Jaden	Antonacci	College Libraries	PT Library Associate	PTLIBASSOC	Miki DeLaFleur
Samuel	Fernandez	College Libraries	Library Associate, Technology	PTLRTEC-150510	Jing Yang
Douglas	McKeon	College Libraries	Librarian	PTLRN-150510	John Hernandez
Bernard	Adamitey	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Oscar	Alvarez	Continuing Education and Workforce Development	PT Instructor	PTINST-102010 and 103005	Chastity Farrell/ Catherina Mirasol
Tatiana	Balladares	Continuing Education and Workforce Development	PT Customer Service	CSTAST-102010	Chastity Farrell
Adefolarin	Bolaji	Continuing Education and Workforce Development	PT Instructor	PTINST-103005 and 606002	Catherina Mirasol
Cynthia	Carrero	Continuing Education and Workforce Development	PT Healthcare Instructor	HCINST-103005 and 605020	Samaya Yashayeva/ Anita Belle
Yusuf	Dag	Continuing Education and Workforce Development	PT Instructor	PTINST-103005 and 603084	Catherina Mirasol
Aya	Daoud	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Cherise	Dawson	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Denise	Dubron	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Mohamed	Elagib	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Ozden	Ernalbant	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Carlos	Fernandez- Chinchilla	Continuing Education and	PT Academic Coach	ACDCCH-603091	Catherina Mirasol

		Workforce Development			
Ernest	Fiabu	Continuing Education and Workforce Development	PT Healthcare Instructor	HCINST-103005 and 605020	Samaya Yashayeva/ Anita Belle
Isak	Gomez	Continuing Education and Workforce Development	PT Welding Instructor	PTINST-103005	Catherina Mirasol
Jaisha	Imran	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Khurshed	Khan	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Rolando	Lugo	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Shahida	Manzoor	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Reda	Mastouri	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Melissa	Molinero	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Whitney M.	Mora Rivera	Continuing Education and Workforce Development	PT Customer Service	CSTAST-603091	Catherina Mirasol
Adrianne	Payne	Continuing Education and Workforce Development	PT Academic Coach	ACDCCH-603091	Catherina Mirasol
Laverne	Ploom	Continuing Education and Workforce Development	PT Healthcare Instructor and PT Instructor	HCINST-103005 and PTINST-102010	Samaya Yashayeva/ Chastity Farrell
Lori	Radcliffe	Continuing Education and Workforce Development	PT Healthcare Instructor	HCINST-103005 and 605020	Samaya Yashayeva/ Anita Belle
Eileen	Ressler	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Mohamed	Sarrouti	Continuing Education and	PT Instructor	PTINST-102010	Chastity Farrell

		Workforce Development			
Sarah	Ulloa	Continuing Education and Workforce Development	PT Customer Service	CSTAST-102010	Chastity Farrell
Bessa	Wahba	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Kieyeitha	Ward	Continuing Education and Workforce Development	PT Healthcare Instructor	HCINST-605020	Anita Belle
Krista	Welz	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Sara	Wolfe	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Steven	Wright	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Danielle	Rizzo	Accessibility Services	Sign Language Interpreter	SIGNLAU-150525	Karine Davis
Roberto	Gomez	North Hudson Campus	Office Assistant	OFFAST-252030	Jason Figueroa
Yadeline	Tineo	North Hudson Campus	Office Assistant	OFFAST-252030	Jason Figueroa
Anabela	Cunha-Almeida	Nursing and Health Professions	Skills Lab Tutor	TUTOR-101017	Lori Byrd
Tytianna	Jackson	Educational Opportunity Fund	EOF Financial Liaison	EOFFINLIAI-150515	Jose M. Lowe
Aqsa	Naveed	Educational Opportunity Fund	EOF Financial Liaison	EOFFINLIAI-150515	Jose M. Lowe
Suton	Jordan	STEM	Lab Assistant	LABAST-101015	Burl Yearwood
Malaya	Allen	Student Financial Assistance	Office Assistant	OFFAST-200520	Sylvia Mendoza
Denifer	Garcia	Student Financial Assistance	Office Assistant	OFFAST-200520	Sylvia Mendoza
Doaa	Hussien	Student Financial Assistance	Office Assistant	OFFAST-200520	Sylvia Mendoza
Veronica	Martinez	Student Financial Assistance	Office Assistant	OFFAST-200520	Sylvia Mendoza
Reda	Mastouri	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Melissa	Molinero	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol

Whitney M.	Mora Rivera	Continuing Education and Workforce Development	PT Customer Service	CSTAST-603091	Catherina Mirasol
Adrianne	Payne	Continuing Education and Workforce Development	PT Academic Coach	ACDCCH-603091	Catherina Mirasol
Laverne	Ploom	Continuing Education and Workforce Development	PT Healthcare Instructor and PT Instructor	HCINST-103005 and PTINST-102010	Samaya Yashayeva/ Chastity Farrell
Lori	Radcliffe	Continuing Education and Workforce Development	PT Healthcare Instructor	HCINST-103005 and 605020	Samaya Yashayeva/ Anita Belle
Eileen	Ressler	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Mohamed	Sarrouti	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Sarah	Ulloa	Continuing Education and Workforce Development	PT Customer Service	CSTAST-102010	Chastity Farrell
Bessa	Wahba	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Kieyeitha	Ward	Continuing Education and Workforce Development	PT Healthcare Instructor	HCINST-605020	Anita Belle
Krista	Welz	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Sara	Wolfe	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Steven	Wright	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Danielle	Rizzo	Accessibility Services	Sign Language Interpreter	SIGNLAU-150525	Karine Davis
Roberto	Gomez	North Hudson Campus	Office Assistant	OFFAST-252030	Jason Figueroa
Yadeline	Tineo	North Hudson Campus	Office Assistant	OFFAST-252030	Jason Figueroa

Anabela	Cunha-Almeida	Nursing and Health Professions	Skills Lab Tutor	TUTOR-101017	Lori Byrd
Tytianna	Jackson	Educational Opportunity Fund	EOF Financial Liaison	EOFFINLIAI-150515	Jose M. Lowe
Aqsa	Naveed	Educational Opportunity Fund	EOF Financial Liaison	EOFFINLIAI-150515	Jose M. Lowe
Suton	Jordan	STEM	Lab Assistant	LABAST-101015	Burl Yearwood
Malaya	Allen	Student Financial Assistance	Office Assistant	OFFAST-200520	Sylvia Mendoza
Denifer	Garcia	Student Financial Assistance	Office Assistant	OFFAST-200520	Sylvia Mendoza
Doaa	Hussien	Student Financial Assistance	Office Assistant	OFFAST-200520	Sylvia Mendoza
Veronica	Martinez	Student Financial Assistance	Office Assistant	OFFAST-200520	Sylvia Mendoza

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

6. APPOINTMENT OF NEW HIRE ADJUNCT INSTRUCTORS

First Name	Last Name	School/Office
Amanda	Velez	English and ESL
Jose	Montalvo	Nursing and Health Professions
Racheal	Tikum	Nursing and Health Professions

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

7. MODIFICATIONS TO STAFFING TABLE

The following adjustments in position grades represent refinements to the new Employee Classification and Compensation System implemented last year.

Current Approved Title	New Title/Classification	Incumbent (If applicable)	Salary Grade and Salary Adjustment (If applicable)	Effective Date
Assistant Director, Advisement	Senior Assistant Director, Advisement	Andrew Adler	Salary Grade Change From 113 to 114 Salary Adjustment From: \$55,319.00 To: \$57,562.32	October 16, 2023
Counselor	Counselor	Marselly Almanzar	Salary Grade Change From 110 to 113 Salary Adjustment From: \$57,281.66 To: \$61,453.12	October 16, 2023
Administrative Assistant, Continuing Education and Workforce Development	Administrative Coordinator and Assistant to the Associate Vice President for Continuing Education and Workforce Development	Dalisay Bacal	Salary Grade Change From 108 to 109 Salary Adjustment From: \$45,218.57.00 To: \$47,212.00	October 16, 2023

Counselor	Counselor	Jonathan Bowman	Salary Grade Change From 110 to 113 Salary Adjustment From: \$57,281.66 To: \$61,409.57	October 16, 2023
Assistant Director, Advisement	Senior Assistant Director, Advisement	Brianna Casagrande	Salary Grade Change From 113 to 114 Salary Adjustment From: \$55,923.20 To: \$57,321.48	October 16, 2023
Assistant Director, Advisement	Senior Assistant Director, Advisement	Samantha Ceballo	Salary Grade Change From 113 to 114 Salary Adjustment From: \$56,159.00 To: \$58,015.03	October 16, 2023
Academic Counselor	Academic Counselor	Shuang De Jesus	Salary Grade Change From 110 to 113 Salary Adjustment From: \$49,440.00 To: \$55,476.61	October 16, 2023
Assistant Director, Advisement	Senior Assistant Director, Advisement	Mackenzie Johnson	Salary Grade Change From 113 to 114 Salary Adjustment From: \$56,473.00 To: \$58,183.44	October 16, 2023
Academic Counselor	Academic Counselor	Josh Mariscal	Salary Grade Change From 110 to 113 Salary Adjustment From: \$49,440.00 To: \$55,476.61	October 16, 2023
EOF Counselor	Counselor, EOF	Eric Okai	Salary Grade Change From 110 to 113 Salary Adjustment From: \$49,153.00 To: \$54,365.96	October 16, 2023
Counselor	Counselor	Daryl Osemwota	Salary Grade Change From 110 to 113 Salary Adjustment From: \$64,193.26 To: \$74,313.42	October 16, 2023
Academic Counselor	Academic Counselor	Richard Remoura	Salary Grade Change From 110 to 113 Salary Adjustment From: \$50,923.20 To: \$56,659.69	October 16, 2023
Assistant Director, Advisement	Senior Assistant Director, Advisement	Elizabeth Ryan	Salary Grade Change From 113 to 114 Salary Adjustment From: \$56,473.00 To: \$58,183.44	October 16, 2023
Director of Advisement	Associate Dean, Advisement	Gretchen Schulthes	Salary Grade Change From 119 to 120 Salary Adjustment From: \$78,255.28 To: \$88,255.28	October 16, 2023

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

*The Board of Trustees approved the recommendations of the President, Administration, and Personnel Committee as outlined above in **Item VIII., Personnel Recommendations 1-7.***

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

*Introduced by: Jeanette Peña
Seconded by: Harold Stahl*

8 Ayes.....0 Nays Resolutions Adopted

IX. ACADEMIC AND STUDENT AFFAIRS RECOMMENDATIONS: None

X. NEW BUSINESS

XI. ADJOURNMENT at 5:44 p.m.

*Introduced by: Bakari Lee
Seconded by: Roberta Kenny*

8 Ayes.....0 Nays Resolution Adopted

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

November 21, 2023

VII. FISCAL, ADMINISTRATIVE, LEASE, AND CAPITAL RECOMMENDATIONS

1. Resolution Awarding Contract for Professional Architectural and Engineering Services for Culinary Conference Center Building Roof

WHEREAS, Hudson County Community College ("College") requires the services of a professional architectural and engineering firm for design and construction of the Culinary Conference Center building roof ("Project"); and,

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

WHEREAS, RSC Architects ("RSC"), an architectural firm approved by the Board of Trustees to provide on-call services, has previously been involved with, and is aware of, the requirements for the Project; and,

WHEREAS, RSC submitted a proposal to provide these services at a total cost not to exceed \$44,000; and,

WHEREAS, the cost of these services will be funded from Chapter 12 Funds; and,

WHEREAS, the Administration, Finance Committee, and Capital Projects Advisory Committee recommend payment for these services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract for architectural and engineering services for the Project to RSC Architects of Hackensack, New Jersey, as described herein at a cost not to exceed \$44,000.

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

2. Resolution Approving a Change Order to the Construction Contract for the North Hudson Campus Café

WHEREAS, the College entered into a construction contract with Molba Construction ("Molba") for construction of the Café at the North Hudson Campus ("Café"); and,

WHEREAS, the College requires Molba to perform additional work as a result of unforeseen conditions; and,

WHEREAS, Molba has provided proposals to perform the additional work, which has been memorialized in the proposed change order attached hereto; and,

WHEREAS, the cost of such additional work is insubstantial in relation to the cost of the overall project; and,

WHEREAS, the College's construction manager has advised that the cost for the work is reasonable and recommends the approval of the change order; and,

WHEREAS, the cost of this service will be funded through American Rescue Plan (ARP) Grant; and,

WHEREAS, the Administration, Finance Committee, and Capital Projects Advisory Committee recommend this change;

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES OF HUDSON COUNTY COMMUNITY COLLEGE HEREBY APPROVE THE FOLLOWING ACTIONS:

1. The change order attached hereto (Attachment I) in the amount of \$14,955.26 is hereby approved;
2. The President is authorized to sign the change order on behalf of the College;
3. The construction contract will thereby be amended to increase the Contract Sum and to authorize the work as set forth in the change order; and,
4. In all other respects, the construction contract remains unchanged.

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

3. Resolution Authorizing Purchase of Unified Communications as a Service (UCaaS) Platform

WHEREAS, Hudson County Community College ("College") needs to purchase a Unified Communications as a Service (UCaaS) platform to provide a cloud delivery model that brings unified communications, such as chat, call, file sharing, and video conferencing tools into a single interface or platform ("Services"); and,

WHEREAS, this service will replace the current telephone system provided by Verizon; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.11a, the College may, without public bidding, purchase goods and services through national cooperatives; and,

WHEREAS, CBTS Technology Solutions LLC ("LM") was awarded a contract through the NJ Edge Cooperative (contract #269EMCPS-19-003), and has submitted a proposal for the Services for a period of two years at a cost not to exceed \$399,789; and,

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

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

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to CBTS Technology Solutions LLC of Cincinnati, Ohio, to provide a Unified Communications as a Service (UCaaS) platform as described herein at a cost not to exceed \$399,789.

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

4. Resolution Awarding Purchase of Student Recruitment and Engagement Platform

WHEREAS, Hudson County Community College ("College") has an existing contract with Ellucian, whereby Ellucian provides a student recruitment and engagement platform ("Services"); and,

WHEREAS, for security reasons, the College has determined it is in its best interests to move the Services to a cloud-based platform due to security benefits, as well as enhanced functionality; particularly, built-in language translation for the college application; and,

WHEREAS, Ellucian submitted a proposal to move the Services to a cloud-based platform for a period of two years at a total cost of \$124,474; and,

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

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

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College hereby approve an increase in the contract to Ellucian of Reston, Virginia, to move the student recruitment and engagement platform described herein to a cloud-based platform at a total cost of \$124,474.

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

5. Resolution Authorizing Agreement for Career Service Platform

WHEREAS, Hudson County Community College ("College") needs the services of a Career Service platform to provide communication and outreach with students and alumni for job and event postings, appointments support, and data ("Services"); and,

WHEREAS, the procurement of the Services is exempt from public bidding since the cost of the Services is below the College's bid threshold established under N.J.S.A. 18A:64A-25.1, et seq.; and,

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

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

<u>Vendor</u>	<u>Location</u>	<u>Cost</u>
Handshake	San Francisco, CA	\$6,500
Symplcity Corporation	Arlington, VA	\$11,850

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

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

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

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract for the Services to Handshake of San Francisco, California, consistent with the terms described herein, at a cost not to exceed \$6,500.

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

6. Resolution Authorizing Purchase of Specialty Food Products for Culinary Conference Center

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

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

WHEREAS, Baldor Specialty Foods, Inc., the current vendor providing the service, submitted a proposal to supply the specialty foods at a cost not to exceed \$85,000, which represents no increase from the prior year and is within the department's budget for specialty food purchases; and,

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

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

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize the purchase of specialty foods from Baldor Specialty Foods, Inc. of Bronx, New York, at a cost not to exceed \$85,000.

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

7. Resolution Authorizing Purchase of Seafood Products for Culinary Conference Center

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

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

WHEREAS, Blue Ribbon Fish Co., Inc., the current vendor providing the service, submitted a proposal to supply the seafood products at a cost not to exceed \$75,000, which represents no increase from the prior year and is within the department's budget for seafood products; and,

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

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

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize the purchase of seafood products from Blue Ribbon Fish Co., Inc. of Bronx, New York, at a cost not to exceed \$75,000.

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

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

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

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

WHEREAS, Dairyland USA Corporation, the current vendor providing the service, submitted a proposal to supply the dairy products at a cost not to exceed \$65,000, which represents no increase from the prior year and is within the department's budget for dairy products; and,

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

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

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize the purchase of dairy products from Dairyland USA Corporation of Bronx, New York, at a cost not to exceed \$65,000.

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

9. Resolution Authorizing Purchase of Meat Products for Culinary Conference Center

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

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

WHEREAS, Green Tree Packing Co., the current vendor providing the service, submitted a proposal to supply the meat products at a cost not to exceed \$65,000, which represents no increase from the prior year and is within the department's budget for meat products; and,

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

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

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize the purchase of meat products from Green Tree Packing Co. of Passaic, New Jersey, at a cost not to exceed \$65,000.

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

10. Resolution Awarding Renewal of Maintenance Agreement for Sharp Multifunctional Printers/Copiers

WHEREAS, Hudson County Community College ("College") needs to renew a maintenance agreement for thirty-four (34) Sharp multifunctional printers/copiers; and,

WHEREAS, the College owns the printers/copiers and needs maintenance services only; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.5 (a) (19), providing goods or services for the use, support or maintenance of proprietary computer hardware, software peripherals, and system development for the hardware, are exempt from bidding; and,

WHEREAS, Sharp Business Systems submitted a proposal to deliver these services at a total cost of \$80,000, which represents no increase from the prior year; and,

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

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

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College hereby award a contract to Sharp Business Systems of Montvale, New Jersey, to provide the maintenance services as described herein at a total cost of \$80,000.

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

11. Resolution Authorizing Renewal of Association of College and University Educators (ACUE) Partnership

WHEREAS, Hudson County Community College ("College") needs to renew the partnership with the Association of College and University Educators ("ACUE"); and,

WHEREAS, the ACUE will provide educational software and related services to meet their goals for student success through scalable programs of faculty development and credentialing; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.5 (6), textbooks, copyrighted materials, student produced publications and services incidental thereto, library materials including without limitation books, periodicals, newspapers, documents, pamphlets, photographs, reproductions, microfilms, pictorial or graphic works, musical scores, maps, charts, globes, sound recordings, slides, films, filmstrips, video and magnetic tapes, other printed or published matter and audiovisual and other materials of a similar nature, necessary binding or rebinding of library materials and specialized library services, are exempt from bidding; and,

WHEREAS, ACUE submitted a proposal for the software and services at a total cost not to exceed \$50,000, which represents no increase from the prior year; and,

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

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

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to the Association of College and University Educators of New York, New York, for educational software and related services as described herein at a cost not to exceed \$50,000.

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

12. Resolution Authorizing Renewal of Staff and Faculty Monthly Parking at 808 Pavonia Avenue

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

WHEREAS, pursuant to N.J.S.A 18A:64A-12 (l), the board of trustees of a county college may acquire, lease and use property that is necessary for college purposes; and,

WHEREAS, SP Plus Parking has submitted a proposal to provide parking spaces for a total cost not to exceed \$126,000, which represents a \$2 per day increase from the prior year; and,

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

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

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the lease renewal with SP Plus Parking of Jersey City, New Jersey, at a cost not to exceed \$126,000.

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

13. Resolution Authorizing Renewal of Staff and Faculty Monthly Parking at 511-523 52nd Street, West New York, NJ, with the Town of West New York

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

WHEREAS, pursuant to N.J.S.A 18A:64A-12 (l), the board of trustees of a county college may acquire, lease and use property that is necessary for college purposes; and,

WHEREAS, the Town of West New York has submitted a proposal to continue to provide parking spaces at 511-523 52nd Street, West New York, New Jersey, for a total cost not to exceed \$45,800 annually, which represents the same rate and no increase from the prior year; and

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

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

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the lease renewal with the Town of West New York, New Jersey, at a cost not to exceed \$45,800.

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

14. Resolution Authorizing Renewal of Bloomberg Terminal Software to be Funded by the Carl D. Perkins Grant

WHEREAS, Hudson County Community College ("College") needs to renew the proprietary Bloomberg Terminal Software for the business labs at the Journal Square Campus; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.5 (a) (3), materials or supplies that are not available from more than one potential bidder, including, without limitation, materials or supplies that are copyrighted, are exempt from bidding; and,

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

WHEREAS, Bloomberg Finance L.P. submitted a proposal for the software renewal at a total cost of \$110,000, which represents a 10% increase from the prior agreement due to an increase in licenses; and,

WHEREAS, the cost of the software will be funded through the Carl D. Perkins Grant; and,

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the software renewal with Bloomberg Finance L.P. of New York, New York as described herein at a cost not to exceed \$110,000.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the Administration to take such other and further steps necessary to effectuate the purposes of this resolution.

15. Resolution Authorizing Sponsorship of Annual Foundation Dinner

WHEREAS, the Hudson County Community College Foundation Board of Directors ("FBD") has asked Hudson County Community College ("College") to sponsor the Annual College Foundation Dinner ("Dinner") to be held on the premises of the Culinary Conference Center on December 7, 2023; and,

WHEREAS, the total cost of the sponsorship will not exceed \$26,000; and,

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

WHEREAS, the Administration and Finance Committee recommend this sponsorship;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the College's sponsorship of the annual College Foundation Dinner at the Culinary Conference Center at a cost not to exceed \$26,000.

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

16. Resolution Authorizing Approval of the 2023 Audit

WHEREAS, Hudson County Community College ("College") had an audit conducted by Donohue, Gironda & Doria ("DGD") for the fiscal year ending June 30, 2023; and,

WHEREAS, a copy of the Audit (Attachment II) prepared by DGD was reviewed by the Finance Committee and Administration, and a copy was forwarded to the Board of Trustees; and,

WHEREAS, the Administration and Finance Committee recommend the acceptance of the Fiscal Year 2023 Audit;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College accept the Fiscal Year 2023 Audit performed by Donahue, Gironda & Doria of Bayonne, New Jersey.

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

17. Resolution Amending Resolution #1 from October 19, 2021 Board of Trustees Meeting

WHEREAS, on October 19, 2021, after receipt of bids at a public bid opening, Hudson County Community College ("College") awarded a contract for solid waste disposal ("Services") to Allegro Sanitation ("Allegro") for an amount not to exceed \$78,535; and,

WHEREAS, the College needs to remove services for the 119 Newkirk Street building, add additional pickup services at the North Hudson campus due to the new cafeteria, and add a recycling container at 162 Sip Avenue parking lot; and,

WHEREAS, the College wishes to amend its prior resolution to reflect that the cost of the Allegro contract is an annual cost of \$94,763, an increase of \$16,228; and,

WHEREAS, the costs of the Project will be funded from the operating budget; and,

WHEREAS, the Administration and Finance Committee recommend approval of the amendment;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College amend resolution #1 from October 19, 2021 awarding a contract for solid waste disposal to Allegro Sanitation of Secaucus, New Jersey, by changing the contract sum to an amount not to exceed \$94,763 for the reasons set forth above.

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

RESOLUTION:

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees approve the recommendations of the President, Administration, and Finance Committee as outlined above in **Item VII., Fiscal, Administrative, Lease and Capital Recommendations 1-17:**

1) Resolution Awarding Contract for Professional Architectural and Engineering Services for Culinary Conference Center Building Roof; 2) Resolution Approving a Change Order to the Construction Contract for the North Hudson Campus Café; 3) Resolution Authorizing Purchase of Unified Communications as a Service (UCaaS) Platform; 4) Resolution Awarding Purchase of Student Recruitment and Engagement Platform; 5) Resolution Authorizing Agreement for Career Service Platform; 6) Resolution Authorizing Purchase of Specialty Food Products for Culinary Conference Center; 7) Resolution Authorizing Purchase of Seafood Products for Culinary Conference Center; 8) Resolution Authorizing Purchase of Dairy Products for Culinary Conference Center; 9) Resolution Authorizing Purchase of Meat Products for Culinary Conference Center; 10) Resolution Awarding Renewal of Maintenance Agreement for Sharp Multifunctional Printers/Copiers; 11) Resolution Authorizing Renewal of Association of College and University Educators (ACUE) Partnership; 12) Resolution Authorizing Renewal of Staff and Faculty Monthly Parking at 808 Pavonia Avenue; 13) Resolution Authorizing Renewal of Staff and Faculty Monthly Parking at 511-523 52nd Street, West New York, NJ, with the Town of West New York; 14) Resolution Authorizing Renewal of Bloomberg Terminal Software to be Funded by the Carl D. Perkins Grant; 15) Resolution Authorizing Sponsorship of Annual Foundation Dinner; 16) Resolution Authorizing Approval of the 2023 Audit; and 17) Resolution Amending Resolution #1 from October 19, 2021 Board of Trustees Meeting.

INTRODUCED BY:

Bakari Lee

SECONDED BY:

Harold Stahl

DATE:November 21, 2023

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

AYE
ABSENT
AYE
AYE
AYE
AYE
AYE
AYE
AYE
ABSENT

8 Aye 0 Nay

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

Alexa Riano
Signature of Recorder

11/21/2023
Date

Type text here

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

November 21, 2023

VIII. PERSONNEL RECOMMENDATIONS

1. RESIGNATIONS

First Name	Last Name	Title	Effective Date
Ruthann	Kelman	College Lecturer	December 22, 2023

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

2. APPOINTMENT OF FULL-TIME STAFF

First Name	Last Name	Title	Salary Grade	Effective Date	Annual Salary
Alexandra	Bonano	Advancement Operations Manager	117	November 22, 2023	\$65,583.25
Malcolm	Kornegay	Senior Support Analyst, North Hudson Campus	112	November 27, 2023	\$51,573.44
Danielle	Lopez	Director of Diversity, Equity and Inclusion for Accessibility	119	December 11, 2023	\$107,000.00
Michelle	Paradies	Grant Project Director (Grant-funded)	117	December 1, 2023	\$80,000.00
Aaron	Patel	Support Analyst	111	November 27, 2023	\$50,198.47
Saudia	Reid	Director of Patron Services	117	November 24, 2023	\$74,000.00
Albert	Velazquez	Support Analyst	111	November 27, 2023	\$50,081.15

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

3. APPOINTMENT OF TEMPORARY FULL-TIME STAFF

First Name	Last Name	Title	Salary Grade	Effective Date	Anticipated End Date	Annual Salary
Denisse	Carrasco	Healthcare Coordinator, Gateway to Innovation (Grant-funded)	109	January 1, 2024	April 30, 2024	\$47,479.50
Jessica	Cortez	Academic Advisor	109	December 2, 2023	June 30, 2024	\$47,478.88
Laurice	Dukes	Associate Director, Gateway to Innovation (Grant-funded)	115	January 1, 2024	April 30, 2024	\$61,800.00
Regina	Espino	Receiving Clerk	102	January 3, 2024	June 30, 2024	\$38,000.00
Evani	Greene	Student Success Coach, Gateway to Innovation (Grant-funded)	109	January 1, 2024	April 30, 2024	\$47,479.50

Afrodita	Hernandez	Student Success Coach, Gateway to Innovation (Grant-funded)	109	January 1, 2024	April 30, 2024	\$47,479.50
Maria Lita	Sarmiento	Alumni Manager, Gateway to Innovation (Grant-funded)	112	December 1, 2023	April 30, 2024	\$57,768.58

RECOMMENDATION:

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

4. APPOINTMENT OF TEMPORARY FULL-TIME FACULTY FOR SPRING 2024

First Name	Last Name	Title	Salary Grade	Effective Date	Annual Salary
Elizabeth	Hallacy	Instructor, ESL (Non-tenure Track)	INST	January 18, 2024	\$55,434.92
Jasmine	Pascua	Instructor, Culinary (Non-tenure Track)	INST	January 3, 2024	\$55,434.92
Artur	Ujzdowski	Instructor, ESL (Non-tenure Track)	INST	January 18, 2024	\$55,434.92

RECOMMENDATION:

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

5. AUTHORIZATION OF PART-TIME STAFF THROUGH NOVEMBER 2024, AS NEEDED

FIRST NAME	LAST NAME	DEPARTMENT	TITLE	POSITION ID	SUPERVISOR
Luisa	Gomes	Academic Foundations, English	Office Assistant	OFFAST-101040	Elham Kamali
Deyanira	Flores	Accessibility Services	Notetaker/Reader	Reader-150525	Karine Davis
Aisha	Javed	Accessibility Services	Notetaker/Reader	Reader-150525	Karine Davis
Fatima	Javed	Accessibility Services	Notetaker/Reader	Reader-150525	Karine Davis
Sarah	Nesheiwat	Accessibility Services	Notetaker/Reader	Reader-150525	Karine Davis
Gabriele	Rosado	Accessibility Services	Notetaker/Reader	Reader-150525	Karine Davis
Asia	Abazeid	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Marystella	Ahmed	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Lisa	Bellan-Boyer	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Marta	Bialkowski	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Phill	Carrillo	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara

Rose	Dalton	ADJ Academic Support Services	Head Academic Mentor	MENTOR-252010	Kenny Fabara
Anthony	Davenport	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Ma Angelica	Dicioco	ADJ Academic Support Services	CTE Academic Coach and Tutor	CTE Academic Coach-601021; TUTOR-252010	Kenny Fabara
Natasha	Digenio	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Dalila	Djerroud	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Tahar	Dob	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Carlo-Angelo	Gochuico	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Matthew	Gomez	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Ernesto	Grassi	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Rose	Grimaldi	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Madelyn	Hoffman	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Athar	Javaid	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Michael	Lago	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Gustavo	Maia de Amorim	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Mark	McCarthy	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Yousef	Mustafa	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Olivia	Na	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Keith	Olkewicz	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Rafael	Osorio	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Dimarie	Pagan	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Dipali	Patel	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Saedel	Pensoy	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Laura	Robertson	ADJ Academic Support Services	Teaching Assistant	TEACHING ASSISTANT-252010	Kenny Fabara
Heba	Salem	ADJ Academic Support Services	Office Assistant	OFFAST-252010	Kenny Fabara
Selena	Suarez	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Shemia	Superville	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara

Sandra	Valanzola	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Marolla	Youakim	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Mariam	Zoair	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Isabelita	Zulueta	ADJ Academic Support Services	Tutor	TUTOR-252010	Kenny Fabara
Darius	Gilmore	Advancement	Office Assistant	PTOFAS-255010	Nicole Johnson
Andrea	Siegel	Advancement	Art Coordinator	PTACORD-255010	Nicole Johnson
William	Bird	Advisement	Advisor	ADVISOR-200510	Jenny Henriquez
Perla	De Aza Paniagua	Advisement	Office Assistant	OFFAST-200510	Jenny Henriquez
Lewis	Livesay	Advisement	Advisor	ADVISOR-200510	Jenny Henriquez
Kamelyn	Santos	Advisement	Office Assistant	OFFAST-200510	Jenny Henriquez
Reda	Agourram	College Libraries	PT Library Associate, Technology	PTLRTEC-150510	Jing Yang
Ely	Amaya	College Libraries	PT Library Associate	PTLRASO-150510	Miki DeLaFleur
Jaden	Antonacci	College Libraries	PT Library Associate	PTLRASO-150510	Miki DeLaFleur
Suaad Susannah	Aziz	College Libraries	PT Librarian	PTLRN-150510	John Hernandez
Sohir	Elgebily	College Libraries	PT Library Associate	PTLRASO-150510	Mary Ellen Piel
Justin	Epps	College Libraries	PT Library Associate	PTLRASO-150510	Miki DeLaFleur
Elliot	Erhunmwosere	College Libraries	PT Library Associate, Technology	PTLRTEC-150510	Jing Yang
Samuel	Fernandez	College Libraries	PT Library Associate, Technology	PTLRTEC-150510	Jing Yang
Melissa	Franco	College Libraries	PT Library Associate	PTLRASO-150510	Lisa Bogart
Martha	Gawchik	College Libraries	PT Librarian	PTLRN-150510	John Hernandez
Sara	Haizoun	College Libraries	PT Library Associate	PTLRASO-150510	Miki DeLaFleur
Marjorie	Lora De La Rosa	College Libraries	PT Library Associate	PTLRASO-150510	Miki DeLaFleur
Mike	Luna	College Libraries	PT Library Associate	PTLRASO-150510	Lisa Bogart
Douglas	Mckeen	College Libraries	PT Librarian	PTLRN-150510	John Hernandez
Jeanette	Nelson	College Libraries	PT Library Associate	PTLRASO-150510	Mary Ellen Piel
Hussein	Odeh	College Libraries	PT Librarian	PTLRN-150510	John Hernandez

Wesley	Pena	College Libraries	PT Library Associate, Technology	PTLRTEC-150510	Lisa Bogart
Robert	Richard	College Libraries	PT Library Associate, Technology	PTLRTEC-150510	Jing Yang
Ashley	Rinaldi	College Libraries	PT Library Associate	PTLRASO-150510	Miki DeLaFleur
Kimberly	Romulus	College Libraries	PT Library Associate	PTLRASO-150510	Miki DeLaFleur
Vanessa	Soto	College Libraries	PT Librarian	PTLRN-150510	John Hernandez
Angelita	Tubungbanua	College Libraries	PT Library Associate	PTLRASO-150510	Miki DeLaFleur
Julieta	Veiga Da Souza	Communications	Office Assistant	OFFAST-254055	Jennifer Christopher
Marwa	Abdelaziz	Continuing Education and Workforce Development	PT Instructor	PTINST-102010 and PTINST-103005	Chastity Farrell; Catherina Mirasol
Andy	Abraham	Continuing Education and Workforce Development	PT Healthcare Instructor	HCINST-103005 and HCINST-605020	Samaya Yashayeva; Anita Belle
Arefa	Ali	Continuing Education and Workforce Development	PT Customer Service	CSTAST-103005	Catherina Mirasol
Emmanuel	Ankrah	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Emily	Arowosaye	Continuing Education and Workforce Development	PT Healthcare Instructor	HCINST-103005	Samaya Yashayeva
Hussein	Bakheet	Continuing Education and Workforce Development	PT Administrator	EWKADM-252010	Alexis Muniz
Monteria	Bass	Continuing Education and Workforce Development	PT Administrator	EWKADM-252010	Alexis Muniz
Nicole	Behman	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Alison	Blumenfeld	Continuing Education and Workforce Development	PT Healthcare Instructor	HCINST-103005	Samaya Yashayeva
Anthony	Campo	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol

Aya	Daoud	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Omnia	Daoud	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Cherise	Dawson	Continuing Education and Workforce Development	PT Healthcare Instructor; PT Instructor	HCINST-103005 and PTINST-102010	Samaya Yashayeva; Chastity Farrell
Belen	Deri	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Alaina	Desjardin	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Abdoulaye	Diallo	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Carmen	Diaz	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Robert	Dowd	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Anass	Ennasraoui	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Edna	Fameux	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Beverly	Figuroa	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Herbert	Forsberg III	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Lilian	Francess	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Arlene	Ganess	Continuing Education and	PT Instructor	PTINST-102010	Chastity Farrell

		Workforce Development			
Patricia	Gonzalez Feliz	Continuing Education and Workforce Development	PT Healthcare Instructor	HCINST-103005	Samaya Yashayeva
Mohamed	Helmy	Continuing Education and Workforce Development	PT Administrator	EWKADM-252010	Alexis Muniz
Ronald	Hewitt	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Sheila	James	Continuing Education and Workforce Development	PT Administrator	EWKADM-252010	Alexis Muniz
Hydah	Kilonzo	Continuing Education and Workforce Development	PT Healthcare Instructor	HCINST-103005	Samaya Yashayeva
Johnstone	Libutsi	Continuing Education and Workforce Development	PT Healthcare Instructor and PT Instructor	HCINST-103005; PTINST-102010; PTINST-103005	Samaya Yashayeva; Chastity Farrell; Catherina Mirasol
Melissa	Molinero	Continuing Education and Workforce Development	PT Healthcare Instructor	HCINST-103005	Samaya Yashayeva
Jose	Montalvo	Continuing Education and Workforce Development	PT Healthcare Instructor	HCINST-103005	Samaya Yashayeva
Tatiana	Montesino Garcia	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Cynthia	Morrison	Continuing Education and Workforce Development	PT Healthcare Instructor	HCINST-103005	Samaya Yashayeva
Mandanna	Naleyanda	Continuing Education and Workforce Development	PT Healthcare Instructor	HCINST-103005	Samaya Yashayeva
Abiodun	Oladeji	Continuing Education and Workforce Development	PT Healthcare Instructor	HCINST-103005	Samaya Yashayeva
Samantha	Piedrahita	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell

Qamar	Raza	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Nanda Gopal	Reddy	Continuing Education and Workforce Development	PT Instructor	PTINST-603071	Anita Belle
Indra	Sanders	Continuing Education and Workforce Development	PT Administrator	EWKADM-252010	Alexis Muniz
Hyun Joon William	Shin	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Gregory	Simon	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Angelo	Soto	Continuing Education and Workforce Development	PT Healthcare Instructor	HCINST-103005	Samaya Yashayeva
Keith	Stith	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Djadjj	Sylla-Samassa	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
George	Testa	Continuing Education and Workforce Development	PT Administrator	EWKADM-252010	Alexis Muniz
Artur	Ujzdowski	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Cynthia	Wilson	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Hany	Zaky	Continuing Education and Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Maria	Zaman	Continuing Education and Workforce Development	PT Instructor	PTINST-103005	Catherina Mirasol
Rafaela	Rodriguez	Culinary Arts	Assistant	Assistant-101030	Ara Karakashian
Ian	Teeter	Culinary Arts	Receiving Clerk	101030-505455	Ara Karakashian

Jacqueline	Garcia	Early College Programs	Office Assistant	OFFASST-505410	Hope Guirantes
Salma	Chahiedine	English	Office Assistant, English	OFFAST-101040	Elham Kamali
Diego	Gonzalez	English	Office Assistant	OFFAST-101040	Elham Kamali
Jedediah	Palmer	English and ESL	PT Coordinator, ESL and AF English	PTCORDESLAF E-101035	Alison Wakefield
Kadiatou	Camara	Enrollment Services	Enrollment Services Assistant	ENRSUP-200525	Wajia Zahur
Richard	Charles	Enrollment Services	Enrollment Services Assistant	ENRSUP-200525	Wajia Zahur
Alisha	Lambert	Enrollment Services	Enrollment Support Assistant	ENRSUP-200525	Wajia Zahur
Rossella	Lopez	Enrollment Services	Enrollment Services Assistant	ENRSUP-200525	Wajia Zahur
Betsaida	Rosario	Enrollment Services	Enrollment Services Assistant	ENRSUP-200525	Wajia Zahur
Aya	Daoud	ESL	Lab Assistant	PTLABAS-601013	Alison Wakefield
Omnia	Daoud	ESL	Lab Assistant	PTLABAS-601013	Alison Wakefield
Christopher	Gabriel	ESL	ESL Academic Coach	ACDCOH-601013	Alison Wakefield
Erick	Gamero	ESL	ESL Academic Coach	ACDCOH-601013	Alison Wakefield
Casey	Healy	ESL	ESL Academic Coach	ACDCOH-601013	Alison Wakefield
Velia	La Garda Hoffman	ESL	ESL Academic Coach	ACDCOH-601013	Alison Wakefield
Victoria	Migochi	ESL	ESL Academic Coach	ACDCOH-601013	Alison Wakefield
Ciro	Romero	ESL	ESL Academic Coach	ACDCOH-601013	Alison Wakefield
Liana	Tabatadze	ESL	Lab Assistant	PTLABAS-601013	Alison Wakefield
Luisa	Carranza	ESL	Office Assistant	OFFAST-101035	Tahrier Ahmad
Betzabe	Reyes	ESL	Office Assistant	OFFAST-101035	Tahrier Ahmad
Keane	Cadogan	Facilities	Administrative Assistant	PTADAS-601505	Ilya Ashmyan
Jennifer	Ramirez	Finance/ Bursars	Account Receivable/ Bursar Clerk	PTACBUR-253015	Leslie Lang
Michelle	Cruz	Finance	Office Assistant	OFFAST-253015	Zuany Chicas
Kinza	Naveed	Finance	Office Assistant	OFFAST-253015	Zuany Chicas
Oliwia	Kozian	Hudson Helps Resources Center	Food Pantry Manager	PTRYMGR-603055	Katherine Morales

Janet	Nieto	Human Resource	Office Assistant, Onboarding	OFFAST-253020	Anna Krupitskiy
Sebastian	Suazo	Humanities and Social Sciences	Office Assistant	OFFAST-101020	Jacquelyn DeLemos
Jeet	Patel	Information Technology Services	PT Network Technician	PTNWTCH-253025	Hardik Sanghavi
Rutvik	Patel	Information Technology Services	Evening / Weekend PT Supervisor	POSNID-505455	Diana Perez
Dylan	Valencia	Information Technology Services	Instructional lab assistant	POSNID-253025	Diana Perez
Amani	Davidson	Information Technology Services	PT Support Analyst, JSQ	ITSSUP-253025	Kenneth Melewski
Sara	Haizoun	Library Resources Ctr	PT Library Associate	PTLRASO-150510	Miki DeLaFleur
Dauri	Abad Ramirez	Maintenance	Facilities Worker	PTFWK-300510	Mark Murray
Jason	Altilio	Maintenance	HVAC/ Maintenance Technician	PTHVAC-300510	Mark Murray
Elijah	Gerald	Maintenance	HVAC/ Maintenance Technician	PTHVAC-300510	Mark Murray
Aries	Gomes	Maintenance	Facilities Worker	PTFWK-300510	Mark Murray
Donald	Pace	Maintenance	HVAC/ Maintenance Technician	PTHVAC-300510	Mark Murray
Lawrence	Squicciarri	Maintenance	HVAC/ Maintenance Technician	PTHVAC-300510	Mark Murray
Apolinar	Velez	Maintenance	Facilities Worker	PTFWK-300510	Mark Murray
Luis	Reyes Alberto	North Hudson Campus	Office Assistant	OFFNHC-252030	Jason Figueroa
Natalie	Mejia	Student Financial Assistance	Office Assistant	OFFAST-200520	Sylvia Mendoza
Natalie	Betancourt	Student Life and Leadership	Event Assistant	PTEVAST-701000	Veronica Gerosimo
Joaziris	Polanco	Student Life and Leadership	Event Assistant	PTEVAST-701000	Veronica Gerosimo
Abou	Traore	Testing and Assessment	Testing Assistant/ Proctor	TASST-200530	Darlery Franco

RECOMMENDATION:

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

6. APPOINTMENT OF NEW HIRE ADJUNCT INSTRUCTORS

First Name	Last Name	School/Office
Prisca	Agombe	Adjunct Faculty, Business
Hilda	Concepcion	Adjunct Faculty, Business
Yun	Kim	Adjunct Faculty, Humanities and Social Sciences
Bianca	Schnarr	Adjunct Faculty, Business

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

7. **MODIFICATIONS TO STAFFING TABLE**

The following adjustments in position grades represent refinements to the new Employee Classification and Compensation System implemented last year.

Current Approved Title	New Title/Classification	Incumbent (If applicable)	Salary Grade and Salary Adjustment (If applicable)	Effective Date
Support Analyst	N/A	Mark Amaker	Salary Grade From: 107 To: 111 Salary From: \$42,317.30 To: \$49,985.73	December 1, 2023
Support Analyst	N/A	Anthony Deschamps	Salary Grade From: 107: To: 111 Salary From: \$43,065.30 To: \$51,223.07	December 1, 2023
Senior PC Technician	Senior Support Analyst	Lawrence Louie	Salary Grade From: 110 To: 112 Salary From: \$55,692.92 To: \$60,704.15	December 1, 2023
Data Network Administrator	N/A	Hardik Sanghavi	Salary Grade From: 112 To: 113 Salary From: \$63,943.74 To: \$67,595.54	December 1, 2023
Senior Audio-Visual Analyst	N/A	Willie Shirer	Salary Grade From: 110 To: 112 Salary From: \$51,938.29 To: \$56,129.84	December 1, 2023

The following adjustments represent additional and expanded responsibilities.

Lee, Bakari
Peña, Jeanette
Rodriguez, Silvia
Stahl, Harold
Netchert, William, Chair

<u>AYE</u>
<u>AYE</u>
<u>AYE</u>
<u>AYE</u>
<u>ABSENT</u>

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

Alexa Riano
Signature of Recorder

11/21/2023
Date

Supporting Documents

Lisa Dougherty and Nicholas Chiaravalloti
Additional and Expanded Responsibilities
November 1, 2023

Lisa Dougherty

- Lead research of the efficacy of creating an on-campus child care center in collaboration with Vice President Nicholas Chiaravalloti, Generation Hope, and our Generation Hope FamilyU team. Research models, grants, and other partnership and funding opportunities for an on-campus child care center and/or models utilizing partnerships to link student and employee parents to high-quality and affordable child care.
- Lead the continued scale-up of Hudson Scholars resulting in the eventual full implementation of the four Hudson Scholars pillars to all students, including returning adult, online, part-time, culinary, and pre-nursing students. Continue to lead collaboration with the Professional Association to research and expand the Faculty Mentor component of this work.
- In collaboration with Vice President Nicholas Chiaravalloti, lead planning for space refinements in the new Tower to reflect changing circumstances and needs, including coordination of adequate space for the Hudson Helps Resource Center, University Center, etc.
- Lead planning and training for the One Stop Center in the new tower. Train staff to become generalists, working closely with supervisors and unions. Assume dotted-line supervisory responsibility for Bursar.
- In collaboration with Vice President Anna Krupitskiy, lead the development, evaluation, and continuous improvement of hybrid employee working models that reflect best practices nationally.
- In collaboration with North Hudson Campus Executive Director Joseph Caniglia, lead the expansion of support services at the North Hudson Campus as appropriate to meet the holistic needs of students.

Nicholas Chiaravalloti

- Lead the development of an Arabic/Southeast Asian Community Advisory Council similar in format to the Latino Advisory Council and African American Outreach Committee.

- In collaboration with Vice President for Academic Affairs Darryl Jones and Dean of Business, Culinary Arts, and Hospitality Management Ara Karakashian, lead the transition of catering services to involve students in the planning and delivery of catering, including work opportunities and field experiences integrated with Culinary and Hospitality academic programs.
- In collaboration with Vice President for Student Affairs Lisa Dougherty and her colleagues, research the efficacy of creating residential housing to accommodate students from outside the College's service area for niche programs such as Culinary, STEM, the arts, and others; and apartment or suite-style housing for international students.
- Publish a history of HCCC for promulgation and programming during the College's 50th anniversary celebration.

**INFORMATION TECHNOLOGY
INSTITUTIONAL RESEARCH AND PLANNING**

POLICY ON INSTITUTIONAL DATA GOVERNANCE

PURPOSE

The purpose of this Data Governance Policy is to ensure Hudson County Community College (“College”) has a framework for the effective management, protection, and responsible use of institutional data.

POLICY

The College and its Board of Trustees (“Board”) are committed to the accuracy, security, and integrity of the College’s data. This policy applies to all members of the College community, including faculty, students, administrators, staff, alumni, authorized guests, and independent contractors who have access to, handle, or interact with data assets.

The Board delegates to the President the responsibility to develop procedures and guidelines for the implementation of this policy. The Information Technology Services and Finance Office and The Office of Institutional Research and Planning will be responsible for implementing the procedures and guidelines developed for this policy.

Approved: November 2023

Approved By: Board of Trustees

Category: Information Technology and Institutional Research and Planning

Subcategory: Institutional Data Governance

Scheduled for Review: November 2025

Responsible Office: Information Technology and Institutional Research and Planning

STUDENT AFFAIRS

POLICY ON STUDENT CODE OF CONDUCT

PURPOSE

Hudson County Community College ("College") is committed to creating and maintaining a safe and inclusive learning environment. The Policy on Student Code of Conduct aims to ensure students uphold and advance HCCC's mission, vision, and values, conduct themselves responsibly and lawfully, and comply with College policies and procedures.

POLICY

The College and its Board of Trustees ("Board") are committed to establishing the highest standards of excellence for students. While participating in academic and student life (on-campus, remote, or online), students are expected to conduct themselves in a manner consistent with the College's values, serving as good citizens of the College and the broader community. Any student violating the Student Code of Conduct will be subject to disciplinary procedures outlined in the Student Handbook. In the case of alleged violations of state and/or federal statutes, the student may be reported directly to appropriate authorities. Students are expected to exercise integrity and sound judgment in all they do.

The Board delegates to the President the responsibility to develop procedures and guidelines for implementing this policy. The Office of the Dean of Student Affairs shall be responsible for implementing the procedures and guidelines developed for this policy.

Approved: November 2023

Approved by: Board of Trustees

Category: Student Affairs

Subcategory: Student Code of Conduct

Scheduled for Review: November 2025

Responsible Office: Dean of Student Affairs

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

November 21, 2023

IX. ACADEMIC AND STUDENT AFFAIRS RECOMMENDATIONS

1. Resolution Authorizing Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and Hudson River Apiary Society (HRAS)

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

WHEREAS, the Hudson River Apiary Society ("HRAS") shares this vision as it aspires to build a healthy local economy through collaborative partnerships for businesses, organizations, and individuals; and,

WHEREAS, the College seeks to enter into a Memorandum of Understanding ("MOU") with HRAS whereby the College and HRAS will work collaboratively to support students and community residents in ways that may include referring or introducing internships/externships for veterans completing the HCCC beekeeping course; providing beekeeping-related workshops, training programs, and other events; referring interested veterans to HCCC beekeeping programs; providing a curriculum, supplies, materials, and equipment for HCCC beekeeping courses; and, referring qualified instructors to HCCC; and,

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

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the authorization of the MOU between Hudson County Community College and Hudson River Apiary Society;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize the Memorandum of Understanding between Hudson County Community College and Hudson River Apiary Society, effective January 1, 2024.

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

2. Resolution Authorizing Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and Saint Peter's University (SPU)

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

WHEREAS, Hudson County Community College ("College") offers credit-bearing academic degree and certificate programs ("Programs"); and,

WHEREAS, one goal of these Programs is the successful transfer of its students to a four-year university to pursue baccalaureate degrees; and,

WHEREAS, Saint Peter's University ("SPU") offers baccalaureate degree programs in fields that align with the College's Programs; and,

WHEREAS, the College seeks to enter into a Memorandum of Understanding (“MOU”) with SPU whereby students who earn an associate degree at the College will be able to transfer seamlessly into mutually-agreed-upon baccalaureate degree programs at SPU, retroactive to August 1, 2023; and,

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

WHEREAS, the Administration, and the Academic and Student Affairs Committee, recommend the authorization of this Memorandum of Understanding;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize this Memorandum of Understanding between Hudson County Community College and Saint Peter’s University, retroactive to August 1, 2023.

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

3. Resolution Authorizing Amendment of Agreement Between Hudson County Community College (HCCC) and Robert Wood Johnson Health Network

WHEREAS, Hudson County Community College (“College”) and Robert Wood Johnson Health Network (“Network”); collectively, the Parties (“Parties”), entered into an Affiliation Agreement, effective April 1, 2021 (the “Agreement”); and,

WHEREAS, the Parties desire to amend certain provisions of the Agreement and have agreed to a two (2) year extension of the Agreement, commencing on May 1, 2023, as amended, subject to the terms and conditions of the Agreement; and,

WHEREAS, the Administration, and the Academic and Student Affairs Committee, recommend the authorization of the amended Agreement between Hudson County Community College and Robert Wood Johnson Health Network;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize the amended Agreement between Hudson County Community College and Robert Wood Johnson Health Network, retroactive to May 1, 2023.

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

4. Resolution Authorizing Renewal of Affiliation Agreement Between Hudson County Community College (HCCC) and The Rothman Orthopedic Institute for Clinical Experiences in Radiography

WHEREAS, Hudson County Community College (“College”) offers a Radiography Program (“Program”) through its School of Nursing and Health Professions; and,

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

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

WHEREAS, The Rothman Orthopedic Institute has the capacity to meet the needs of the Program; and,

WHEREAS, Hudson County Community College seeks to enter into an Affiliation Agreement (“Agreement”) with The Rothman Orthopedic Institute whereby students enrolled in the Program will be able to complete clinical experiences; and,

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

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the authorization of Agreement between Hudson County Community College and The Rothman Orthopedic Institute;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize this Agreement between Hudson County Community College and The Rothman Orthopedic Institute, effective as of the date of last signature.

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

5. Resolution Authorizing Affiliation Agreement Between Hudson County Community College (HCCC) and Stanlaw Fitness for Internship Experiences in Personal Fitness Training and Exercise Science

WHEREAS, Hudson County Community College (“College”) offers Personal Fitness Training and Exercise Science Programs (“Programs”) through its School of Nursing and Health Professions; and,

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize this Agreement between Hudson County Community College and Stanlaw Fitness, retroactive to November 1, 2023.

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

6. Resolution Authorizing Affiliation Agreement Between Hudson County Community College (HCCC) and New Jersey Reentry Corporation (NJRC) for Internship Experiences in Human Services and Addictions Counseling

WHEREAS, Hudson County Community College (“College”) offers Human Services and Addictions Counseling Programs (“Programs”) through its School of Humanities and Social Sciences; and,

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

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

WHEREAS, New Jersey Reentry Corporation (“NJRC”) has the capacity to meet the needs of the Programs; and,

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

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

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the authorization of the Agreement between Hudson County Community College and New Jersey Reentry Corporation;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize this Agreement between Hudson County Community College and New Jersey Reentry Corporation, effective as of the date of last signature.

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

7. Resolution Authorizing Affiliation Agreement Between Hudson County Community College (HCCC) and Comunidad Unida Rehabilitacion de Adictos (CURA) for Internship Experiences in Human Services and Addictions Counseling

WHEREAS, Hudson County Community College (“College”) offers Human Services and Addictions Counseling Programs (“Programs”) through its School of Humanities and Social Sciences; and,

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

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

WHEREAS, Comunidad Unida Rehabilitacion de Adictos (“CURA”) has the capacity to meet the needs of the Programs; and,

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

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

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the authorization of the Agreement between Hudson County Community College and Comunidad Unida Rehabilitacion de Adictos;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize this Agreement between Hudson County Community College and Comunidad Unida Rehabilitacion de Adictos, retroactive to October 11, 2023.

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

8. Resolution Authorizing Agreement Between Hudson County Community College (HCCC) and Rutgers Youth Success Program (RYSP) within the Center for Advanced Infrastructure and Transportation (CAIT) at Rutgers, the State University of New Jersey

WHEREAS, Hudson County Community College ("College") and Rutgers Youth Success Program ("RYSP") share a mission to promote student success and social and economic mobility for disconnected and justice-involved youth; and,

WHEREAS, the College seeks to enter into an Agreement with RYSP to provide education and training to disconnected and justice-involved youth; and,

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

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the authorization of the Agreement between Hudson County Community College and Rutgers Youth Success Program;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize this Agreement between Hudson County Community College and Rutgers Youth Success Program, effective November 22, 2023.

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

9. Resolution Authorizing Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and Bridgeway Behavioral Health Services (BBHS) for the Delivery of a Phlebotomy Refresher Course for Nurses

WHEREAS, Bridgeway Behavioral Health Services ("BBHS") has a need for the provision of training for its members; and,

WHEREAS, Hudson County Community College's ("College") School of Continuing Education and Workforce Development ("CEWD") can meet this need; and,

WHEREAS, the College seeks to enter into a Memorandum of Understanding ("MOU") with BBHS whereby CEWD will provide a phlebotomy refresher course for nurses; and,

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

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the authorization of the Memorandum of Understanding between Hudson County Community College and Bridgeway Behavioral Health Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize this Memorandum of Understanding between Hudson County Community College and Bridgeway Behavioral Health Services, retroactive to October 1, 2023.

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

10. Resolution Authorizing Partner Program Agreement Between Hudson County Community College (HCCC) and CompTIA

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

WHEREAS, the CompTIA has an Academic Partner Program; and,

WHEREAS, the College seeks to enter into an Agreement with CompTIA to be an Academic Partner; and,

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

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

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

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

11. Resolution Authorizing Renewal of Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and The Medicine Woman

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

WHEREAS, The Medicine Woman shares this vision as it aspires to support HCCC students and community residents in benefitting from Cannabis legalization; and,

WHEREAS, Hudson County Community College ("College") offers non-credit and credit-bearing Cannabis programs ("Programs") through its School of Continuing Education and Workforce Development and its School of Business, Culinary Arts, and Hospitality Management, respectively; and,

WHEREAS, the College seeks to renew its Memorandum of Understanding ("MOU") with The Medicine Woman, whereby the College and The Medicine Woman will work collaboratively to provide internship, externship, and employment opportunities for HCCC students completing HCCC Cannabis courses; offer Cannabis-related workshops, training programs, and events; leverage resources for the promotion of each organization; serve as a member of HCCC's Cannabis Advisory Board; and, contribute to scholarship funds for HCCC students directly or through support of HCCC Foundation events; and,

WHEREAS, this MOU will remain in effect through April 30, 2025 unless otherwise terminated by either party in accordance with the parameters established in the MOU; and,

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the authorization of the renewal of the MOU between Hudson County Community College and The Medicine Woman;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize this renewal of the Memorandum of Understanding between Hudson County Community College and The Medicine Woman, retroactive to August 1, 2023.

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

12. Resolution Authorizing Renewal of Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and Seraph and Sons, LLC

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

WHEREAS, Seraph and Sons, LLC shares this vision as it aspires to support HCCC students and community residents in benefitting from Cannabis legalization; and,

WHEREAS, Hudson County Community College ("College") offers non-credit and credit-bearing Cannabis programs ("Programs") through its School of Continuing Education and Workforce Development and its School of Business, Culinary Arts, and Hospitality Management, respectively; and,

WHEREAS, the College seeks to renew its Memorandum of Understanding ("MOU") with Seraph and Sons, LLC, whereby the College and Seraph and Sons, LLC will work collaboratively to support adult students and community residents in Hudson County to benefit from cannabis legalization; provide internship, externship, and employment opportunities for HCCC students completing HCCC Cannabis courses; offer Cannabis-related workshops, training programs, and events; leverage resources for the promotion of each organization; serve as a member of HCCC's Cannabis Advisory Board; and, contribute to scholarship funds for HCCC students directly or through support of HCCC Foundation events; and,

WHEREAS, this MOU will remain in effect through April 30, 2025 unless otherwise terminated by either party in accordance with the parameters established in the MOU; and,

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the authorization of the renewal of the MOU between Hudson County Community College and Seraph and Sons, LLC;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize this renewal of the Memorandum of Understanding between Hudson County Community College and Seraph and Sons, LLC, retroactive to October 1, 2023.

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

13. Resolution Authorizing Renewal of Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and Golden Door Dispensary, LLC

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

WHEREAS, Golden Door Dispensary, LLC shares this vision as it aspires to support HCCC students and community residents in benefitting from Cannabis legalization; and,

WHEREAS, Hudson County Community College (“College”) offers non-credit and credit-bearing Cannabis programs (“Programs”) through its School of Continuing Education and Workforce Development and its School of Business, Culinary Arts, and Hospitality Management, respectively; and,

WHEREAS, the College seeks to renew its Memorandum of Understanding (“MOU”) with Golden Door Dispensary, LLC, whereby the College and Golden Door Dispensary, LLC will work collaboratively to support adult students and community residents in Hudson County to benefit from cannabis legalization; provide internship, externship, and employment opportunities for HCCC students completing HCCC Cannabis courses; offer Cannabis-related workshops, training programs, and events; leverage resources for the promotion of each organization; and, contribute to scholarship funds for HCCC students directly or through support of HCCC Foundation events; and,

WHEREAS, this MOU will remain in effect through April 30, 2025 unless otherwise terminated by either party in accordance with the parameters established in the MOU; and,

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the authorization of the renewal of the MOU between Hudson County Community College and Golden Door Dispensary, LLC;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize this renewal of the Memorandum of Understanding between Hudson County Community College and Golden Door Dispensary, effective December 1, 2023.

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

14. Resolution Authorizing Renewal of Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and KushKlub NJ

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

WHEREAS, KushKlub NJ shares this vision as it aspires to support HCCC students and community residents in benefitting from Cannabis legalization; and,

WHEREAS, Hudson County Community College (“College”) offers non-credit and credit-bearing Cannabis programs (“Programs”) through its School of Continuing Education and Workforce Development and its School of Business, Culinary Arts, and Hospitality Management, respectively; and,

WHEREAS, the College seeks to renew its Memorandum of Understanding (“MOU”) with KushKlub NJ, whereby the College and KushKlub NJ will work collaboratively to support adult students and community residents in Hudson County to benefit from cannabis legalization; provide internship, externship, and employment opportunities for HCCC students completing HCCC Cannabis courses; offer Cannabis-related workshops, training programs, and events; leverage resources for the promotion of each organization; and, contribute to scholarship funds for HCCC students directly or through support of HCCC Foundation events; and,

WHEREAS, this MOU will remain in effect through April 30, 2025 unless otherwise terminated by either party in accordance with the parameters established in the MOU; and,

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the authorization of the renewal of the MOU between Hudson County Community College and KushKlub NJ;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize this renewal of the Memorandum of Understanding between Hudson County Community College and KushKlub NJ, effective January 1, 2024.

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

15. Resolution Authorizing Renewal of Agreement Between Hudson County Community College and New Jersey Reentry Corporation for the Provision of GED Instruction

WHEREAS, Hudson County Community College ("College") is committed to providing its diverse communities with inclusive, high-quality educational programs and services that promote student success and upward social and economic mobility; and,

WHEREAS, in service of its mission, the College has partnered with New Jersey Reentry Corporation ("NJRC") to provide academic programs and workforce training programs to justice-involved individuals; and,

WHEREAS, NJRC desires to continue to offer GED Instruction for its clients; and,

WHEREAS, the College can continue to meet this need; and,

WHEREAS, the College seeks to renew its agreement ("Agreement") with NJRC for the provision of GED Instruction, whereby the College will offer a virtual GED program for NJRC clients statewide through GEDWorks™; and,

WHEREAS, the delivery of the GED program will be supported by a Student Success Coach; and,

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

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the authorization of the renewal of the Agreement between Hudson County Community College and New Jersey Reentry Corporation;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize this Agreement between Hudson County Community College and New Jersey Reentry Corporation, effective January 1, 2024.

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

16. Resolution Authorizing Agreement Between Hudson County Community College (HCCC) and SciTech Scity, LLC

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

WHEREAS, SciTech Scity, LLC shares this vision as it aspires to foster innovation and advance the use of science to find solutions to challenges in the areas of Healthcare, Planetcare, and AI/Enabling Technologies through collaborative partnerships; and,

WHEREAS, the College seeks to enter into an Academic Partner Cooperation Agreement (“Agreement”) with SciTech Scity, LLC whereby the College and SciTech Scity will work collaboratively to support programming in thought leadership; technology showcases; research efforts and grants; joint fellowships or internships; student/public innovation challenges; workforce development; and community impact initiatives; and,

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

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the authorization of the Agreement between Hudson County Community College and SciTech Scity, LLC;

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

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

17. Resolution Authorizing Renewal of Agreement Between Hudson County Community College (HCCC) and the International Brotherhood of Electrical Workers (IBEW) Local 164

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

WHEREAS, the College desires to renew its Agreement with the International Brotherhood of Electrical Workers Local 164 (“IBEW Local 164”) to offer an education and training program (“Program”); and,

WHEREAS, the term of the Agreement renewal is three (3) years unless otherwise terminated by either party in accordance with the parameters established in the Agreement; and,

WHEREAS, the Administration, and the Academic and Student Affairs Committee, recommend the authorization of the renewal of the Agreement between Hudson County Community College and the International Brotherhood of Electrical Workers Local 164;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize this Agreement between Hudson County Community College and the International Brotherhood of Electrical Workers Local 164, effective January 1, 2024.

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

18. Resolution Authorizing Agreement Between Hudson County Community College (HCCC) and the New Jersey Council of County Colleges (NJCCC) for College Readiness Now X

WHEREAS, the New Jersey Council of County Colleges (“NJCCC”) and the Office of the Secretary of Higher Education (“OSHE”) have entered into a Memorandum of Understanding (“MOU”) for the implementation of the College Readiness Now X Project; and,

WHEREAS, Hudson County Community College (“College”) was awarded \$54,697.00 available through College Readiness X to execute a project with selected local school districts to ensure high-school students, with a focus on students who are living below the poverty line, are college ready in math and/or English by the time of high-school graduation, and seeks to enter into a Project Agreement (“Agreement”) with the NJCCC for this purpose; and,

WHEREAS, the term of the Agreement is through August 20, 2024 unless otherwise terminated by either party in accordance with the parameters established in the Agreement; and,

WHEREAS, the Administration, and the Academic and Student Affairs Committee, recommend the authorization of the Agreement between Hudson County Community College and the New Jersey Council of County Colleges;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize this Agreement between Hudson County Community College and the New Jersey Council of County Colleges, retroactive to July 1, 2023.

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

19. Resolution Authorizing Agreement Between Hudson County Community College (HCCC) and Hudson County Schools of Technology (HCST) for Dual Credit Instruction in Computer Programmer, General

WHEREAS, Hudson County Community College (“College”) desires to enter into an Agreement (“Agreement”) with Hudson County Schools of Technology (“HCST”) for the delivery of dual credit instruction in Computer Programmer, General; and,

WHEREAS, the term of the Agreement is September 1, 2023 through June 30, 2024 unless otherwise terminated by either party in accordance with the parameters established in the Agreement; and,

WHEREAS, the Administration, and the Academic and Student Affairs Committee, recommend the authorization of this Agreement between Hudson County Community College and Hudson County Schools of Technology;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize this Agreement between Hudson County Community College and Hudson County Schools of Technology, effective September 1, 2023.

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

20. Resolution Authorizing Academic Calendar for Fall 2024 Term

WHEREAS, Hudson County Community College (“College”) is committed to ensuring students’ success, and the College develops an academic calendar that outlines important dates pertinent to academic terms; and,

WHEREAS, the Academic Calendar Planning Committee is comprised of individuals from across the College, and the academic calendar planning process is a joint effort between the Offices of Academic Affairs and Student Affairs; and,

WHEREAS, an academic calendar has been developed for the fall 2024 term; and,

WHEREAS, this academic calendar complies with all internal and external planning guidelines; and,

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the authorization of the Academic Calendar for the fall 2024 term;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize the Academic Calendar for the fall 2024 term.

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

21. Resolution Authorizing Modification to Number of Required Credits in Proficiency Certificates in Construction Administration, Construction Technology, and Health Science

WHEREAS, Hudson County Community College ("College") is committed to providing its diverse communities with inclusive, high-quality educational programs and services that promote student success and upward social and economic mobility; and,

WHEREAS, the development of short-term academic credentials ("proficiency certificates") is one strategy the College uses to promote student success and equitable outcomes; and,

WHEREAS, Proficiency Certificates in Construction Administration, Construction Technology, and Health Science were previously approved at 13, 14, and 15 credits, respectively; and,

WHEREAS, the College was notified in September 2023 of a change in the Department of Education's Title IV Financial Aid regulations whereby proficiency certificates now must require at least 16 credits to be eligible for Title IV financial aid funding; and,

WHEREAS, the Proficiency Certificates in Construction Administration, Construction Technology, and Health Science have been revised to comply with the 16-credit minimum; and,

WHEREAS, the Administration, and the Academic and Student Affairs Committee, recommend the authorization of the modification of credits for the Proficiency Certificates in Construction Administration, Construction Technology, and Health Science;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize the modification of credits for the Proficiency Certificates in Construction Administration, Construction Technology, and Health Science, effective upon approval.

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

RESOLUTION:

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees approve the recommendations of the President, Administration, and Academic and Student Affairs Committee as outlined above in **Item IX., Academic and Student Affairs Recommendations 1-21:**

1) Resolution Authorizing Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and Hudson River Apiary Society (HRAS); 2) Resolution Authorizing Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and Saint Peter's University (SPU); 3) Resolution Authorizing Amendment of Agreement Between Hudson County Community College (HCCC) and Robert Wood Johnson Health Network; 4) Resolution Authorizing Renewal of Affiliation Agreement Between Hudson County Community College (HCCC) and The Rothman Orthopedic Institute

for Clinical Experiences in Radiography; 5) Resolution Authorizing Affiliation Agreement Between Hudson County Community College (HCCC) and Stanlaw Fitness for Internship Experiences in Personal Fitness Training and Exercise Science; 6) Resolution Authorizing Affiliation Agreement Between Hudson County Community College (HCCC) and New Jersey Reentry Corporation (NJRC) for Internship Experiences in Human Services and Addictions Counseling; 7) Resolution Authorizing Affiliation Agreement Between Hudson County Community College (HCCC) and Comunidad Unida Rehabilitacion de Adictos for Internship Experiences in Human Services and Addictions Counseling; 8) Resolution Authorizing Agreement Between Hudson County Community College (HCCC) and Rutgers Youth Success Program (RYSP) within the Center for Advanced Infrastructure and Transportation (CAIT) at Rutgers, The State University of New Jersey; 9) Resolution Authorizing Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and Bridgeway Behavioral Health Services (BBHS) for the Delivery of a Phlebotomy Refresher Course for Nurses; 10) Resolution Authorizing Partner Program Agreement Between Hudson County Community College (HCCC) and CompTIA; 11) Resolution Authorizing Renewal of Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and The Medicine Woman; 12) Resolution Authorizing Renewal of Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and Seraph and Sons, LLC; 13) Resolution Authorizing Renewal of Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and Golden Door Dispensary, LLC; 14) Resolution Authorizing Renewal of Memorandum of Understanding (MOU) Between Hudson County Community College (HCCC) and KushKlub NJ; 15) Resolution Authorizing Renewal of Agreement Between Hudson County Community College and New Jersey Reentry Corporation for the Provision of GED Instruction; 16) Resolution Authorizing Agreement Between Hudson County Community College (HCCC) and SciTech Scity, LLC; 17) Resolution Authorizing Renewal of Agreement Between Hudson County Community College (HCCC) and the International Brotherhood of Electrical Workers (IBEW) Local 164; 18) Resolution Authorizing Agreement Between Hudson County Community College (HCCC) and the New Jersey Council of County Colleges (NJCCC) for College Readiness Now X; 19) Resolution Authorizing Agreement Between Hudson County Community College (HCCC) and Hudson County Schools of Technology (HCST) for Dual Credit Instruction in Computer Programmer, General; 20) Resolution Authorizing Academic Calendar for Fall 2024 Term; and, 21) Resolution Authorizing Modification to Number of Required Credits in Proficiency Certificates in Construction Administration, Construction Technology, and Health Science.

INTRODUCED BY:

Pamela Gardner

SECONDED BY:

Roberta Kenny

DATE:

November 21, 2023

DeFazio, Edward

AYE

Doria, Joseph

ABSENT

Gardner, Pamela

AYE

Gargiulo, Frank

AYE

Kenny, Roberta

AYE

Lee, Bakari

AYE

Peña, Jeanette

AYE*

*Abstained from Resolution # 11, 12, 13, 14

Rodriguez, Silvia

AYE

Stahl, Harold

AYE

Netchert, William, Chair

ABSENT

8 Aye 0 Nay

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

Alexa Riano
Signature of Recorder

11/21/2023
Date

Supporting Documents

[Click Here for Supporting Materials](#)

MEMORANDUM OF UNDERSTANDING

January 1, 2024 – December 31, 2024

This Memorandum of Understanding (“MOU”) is made between **Hudson County Community College** (“HCCC”), with offices located at 70 Sip Avenue, Jersey City, New Jersey, and **Hudson River Apiary Society** (“HRAS”), with offices located at 100 78th Street, North Bergen, New Jersey 07047 (hereinafter referred to collectively as the “Parties”, and individually as a “Party”). The Parties agree to the following:

1. Description

The purpose of this MOU is for HCCC and HRAS to work together to mutually support each organizations’ mission and to collaborate to create programs that support HCCC’s students and community residents. HCCC’s School of Continuing Education and Workforce Development, School of Business, Culinary Arts, and Hospitality Management, and School of Science, Technology, Engineering, and Math will, if applicable, be responsible for training programs, certificate programs, and events in furtherance of the purpose of this MOU. Both HCCC and HRAS will share resources to develop programs to support HCCC’s students and local community residents.

2. Roles and Responsibilities

During the term of this MOU, and any renewals or extensions thereof, it is agreed that the following will be the roles and responsibilities of the Parties.

Hudson River Apiary Society

- a. Work collaboratively with HCCC to support students and local community members by introducing them to the benefits of beekeeping.
- b. Refer or introduce internships/externships for students completing the HCCC beekeeping courses.
- c. Support HCCC with beekeeping-related workshops, training programs.
- d. Provide a curriculum, supplies, materials, and equipment for HCCC beekeeping courses.
- e. Refer qualified instructors to HCCC.

Hudson County Community College

- a. Collaborate with HRAS to support students in the study of beekeeping.
- b. Determine the type(s) of certification that would be most beneficial to students and prepare a proposal to offer the certification(s) on an on-going basis.
- c. Offer beekeeping instruction and training programs for students to gain an understanding and knowledge of beekeeping, in accordance with New Jersey’s laws, regulations, ordinances and code applicable to beekeeping.
- d. Work with HRAS to plan and offer beekeeping and other events.
- e. Promote beekeeping-related workshops, training programs and events to the community.

3. Term

The term of this MOU is for the period of January 1, 2024 – December 31, 2024. Any continuation beyond the expiration date is subject to a new agreement or a written renewal of this MOU. Either Party may terminate this MOU upon providing sixty (60) days' prior written notice to the other Party. The termination will be effective at the end of the current semester in which the termination becomes effective.

4. Responsible for Own Actions

Each Party shall be responsible for their own actions in connection with this MOU, as well as the actions of their employees, agents, representatives and contractors.

5. Fees/Costs

Fees and/or costs for any program will be determined by the Parties. Any agreement on fees and/or costs shall be in writing and signed by the Parties. Once signed, the writing will constitute an amendment to this MOU.

6. Provisions and Amendments

This MOU contains all provisions agreed upon by the Parties. Any amendments to this MOU must be in writing and signed by either Party or their duly authorized representatives.

7. Choice of Law/Dispute Resolution

This MOU shall be subject to, and interpreted in accordance with, the laws of the State of New Jersey, without regard to New Jersey's conflicts of laws rules or principles. All disputes between the Parties arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey venued in Hudson County, New Jersey.

Agreed to as of the dates set forth below:

Antonio Quinlan
Executive Director
Hudson River Apiary Society

Dr. Christopher M. Reber
President
Hudson County Community College

Date

Date

MASTER ARTICULATION AGREEMENT
BETWEEN
SAINT PETER'S UNIVERSITY
AND
HUDSON COUNTY COMMUNITY COLLEGE

This Master Articulation Agreement ("Agreement"), effective as of August 1, 2023 ("Effective Date"), by and between **Hudson County Community College** ("Hudson") and **Saint Peter's University** ("SPU"), connects students in Hudson's Associate of Arts ("A.A."), and Associate of Science ("A.S.") degree programs to various Bachelor of Arts, Bachelor of Science, or Bachelor of Professional Studies (collectively "BA/BS/BPS Degree") programs offered at SPU. These connected degree programs enable students to complete their A.A., A.S., degrees at Hudson and then transfer to a variety of four-year programs at SPU towards the completion of a BA/BS/BPS degree.

WHEREAS, Hudson and SPU are both accredited institutions of higher education and generally accept for transfer purposes credits earned by students at the other institution and each party desires to establish a protocol to facilitate the transfer of credits earned by students in the Hudson A.A., or A.S., (collectively "Associate Degree") programs into the BA/BS/BPS Degree programs at SPU on a non-exclusive basis and pursuant to the following terms and provisions.

WHEREAS, this Agreement is entered into by the parties to provide a pathway for students in a specific major at Hudson to be able to meet admission standards for transfer into a specific major at SPU in order to attain their associate's degree at Hudson and bachelor's degree at SPU.

WHEREAS, Hudson and SPU are authorized by law to enter into this Agreement pursuant to N.J.S.A. 18A:64A-12j, and N.J.S.A. 18A:64A-25.I, et seq. respectively, and upon the authorization of their Board of Trustees to the extent required.

WHEREAS, performance of this Agreement shall be in full compliance with the State of New Jersey's Transfer Policy of September 2007, and the Comprehensive Statewide Transfer Agreement commonly referred to as the Lampitt Law.

WHEREAS, the purpose of this Agreement is to provide students with an opportunity to plan their total baccalaureate experience at the beginning of their college education, to provide students with a seamless transition and to minimize duplicate coursework and to facilitate the recruitment of students into programs offered by both institutions.

WHEREAS, the successful implementation of this Agreement depends upon communication of its contents to all involved participants, and assumptions of responsibility by both institutions for such communication. Annual periodic reviews and updates are

essential to ensuring a seamless transfer curriculum. Programmatic changes by either institution will necessitate amendments to this Agreement as appropriate.

NOW THEREFORE, the parties agree to the following:

1. The recitals set forth above are hereby incorporated into this Agreement as if fully repeated herein.

2. The Connected Degree Curricula

The Hudson Associate Degree programs consist of two-year preparatory curricula for students who may plan on transferring to bachelor degree programs offered by major institutions like SPU. The A.A., and A.S., curriculums at Hudson provide students with a strong foundation in their corresponding fields along with problem-solving experience and communication skills. The AAS and AFA degrees will not be accepted at SPU.

The BA/BS/BPS Degree programs at SPU prepare graduates to enter various professions in many areas. Graduates may be employed in industry, government, or academia. Additionally, graduates will be prepared to pursue graduate studies, should they choose to do so.

Hudson and SPU will develop and maintain accurate, up-to-date course equivalency listings for Hudson's Associate Degree programs and the BA/BS/BPS Degree programs at SPU (which will be posted on SPU website). This would be reviewed annually in June of each year.

The institutions may expand these connected degree programs from time-to-time as agreed upon by the institutions in a written amendment with attached appendix to this Agreement.

Each institution will assign an appropriate number of staff persons to serve as liaisons to assure on-going communication between the two institutions. Proposed changes in curriculum by either institution will be addressed to ensure that they are acceptable to the other and that they will not cause unnecessary difficulty for students seeking transfer.

Further, SPU agrees to engage a Saint Peter's University employee to administer the day-to-day operations of this Agreement on the campus of Hudson; Hudson agrees to provide shared space and other services necessary for the SPU staff member administering the daily operations of this Agreement on the Hudson campus.

3. Transfer Requirements

The purpose of this Agreement is to facilitate Hudson students who transfer to SPU to carry with them the credit they have already earned for as much relevant study as possible. Any Hudson student who is admissible to SPU may transfer credits as designated by SPU.

- a. The Hudson student must have completed his/her/their degree at Hudson in good academic, behavioral and financial standing, and meet the minimum GPA of 2.0 (with the exception of the Nursing program).
- b. Hudson students will go through SPU's transfer process and therefore must meet all applicable requirements and deadlines pertaining to the application for admission, orientation and registration, and payment of tuition and fees. They will abide by the policies and procedures, along with any revisions thereof that apply to all SPU students.
- c. The Hudson student must earn their A.A./A.S. degree from Hudson and submit their official transcript to SPU to participate in this Agreement. The A.A./A.S. degree earned by the student at Hudson will waive the General Education requirements at SPU.
- d. Only the courses at a 100 or 200 level in which the Hudson student earned a grade of "C " or above and where were applicable toward the BA/BS/BPS Degree programs at SPU (Appendix C) will be considered for acceptance by SPU. Saint Peter's University will accept a grade of P or D, provided this is earned as part of the A.A./A.S. degree.
- e. The Hudson student must otherwise meet the admission standards and comply with the admissions procedures of SPU (with the exception of the Nursing Program). All determinations that a Hudson student has satisfied the prerequisites for admission, and the application of credit to the BA/BS/BPS Degree programs shall be made in the sole discretion of SPU.

f. SPU reserves the right to deny admission and/or the granting of transfer credit for courses completed with respect to any person whose participation in the BA/BS/BPS Degree programs imposes an undue risk of harm to him/herself or others or the property of SPU or others, or if the person is determined to have submitted false or misleading credentials, to have participated in academic dishonesty, fraud or misrepresentation in any courses, or is otherwise determined to be ineligible for participation in the BA/BS/BPS Degree programs. Saint Peter's University shall not be unreasonable in their discretion in considering whether a Hudson student is otherwise determined to be ineligible for participation in the BA/BS/BPS Degree programs.

- g. Hudson agrees that SPU shall have the sole and final authority and oversight with respect to all academic matters regarding SPU's degree programs, including but not limited to admission and registration processes, tuition and fees (including increases and in-state/out of state rate determinations), conferring of degrees and maintenance of all its own official student educational records.

4. Responsibilities of Institutions

Each institution shall be solely responsible for establishing, collecting and retaining tuition from students enrolled in its own degree programs. Neither party shall receive any compensation from the other under this Agreement and there will be no tuition or revenue sharing of any kind.

Neither institution shall have any financial obligation to the other institution under this Agreement. To the extent allowable by applicable law, each institution hereby assumes any and all risks of personal injury, property damage and third party claims attributable to the negligent acts or omissions of that institution and the officers, employees and agents thereof.

Except with respect to the articulation protocol established in this Agreement, Hudson students must comply with and will be bound by the standards, policies, guidelines and regulations of SPU in effect at the time of their application for admission to SPU and during their enrollment at the same.

This Agreement is not intended to and shall not be so construed as to create any independent rights in any students of Hudson nor include Hudson students as parties hereto.

During the term of this Agreement, each institution hereby grants to the other institution a nonexclusive and nontransferable right, to use and display the other institution's name and/or logos in print publications in connection with the promotion and implementation of this Agreement. All promotional and/or marketing materials created or used by either institution will be pre-approved by the other institution prior to dissemination; such approval not to be unreasonably withheld. Saint Peter's University will provide Hudson with information packets for transfer admissions. Hudson will provide its students with information about transferring to SPU, including the list of course equivalencies pertaining to this Agreement.

Unless authorized by SPU, Hudson will not make any representations or offer any guarantees to prospective Hudson students about the likelihood of awards of financial aid or scholarships or student employment at SPU. HCCC alumni and final term/graduating students will be eligible for HCCC-specific scholarships. Scholarship amount and criteria will vary annually and will be based upon GPA at the time of degree conferral, or GPA during their final semester at Hudson.

5. Compliance

Implementation and interpretation of this Agreement will be consistent with and subject to all applicable and mandatory approvals, policies and procedures established by the appropriate accreditation bodies, including Middle States Commission on Higher Education, the New Jersey Secretary of Higher Education, the United States Department of Education, and other agencies that have jurisdiction over the operations of either institution. Hudson and SPU are responsible for identifying and communicating to each other any change in the policies or requirements of their respective institutions that affect this Agreement. The appropriate individuals at each institution will review and consider such changes upon request and to the extent required, adjust the programs accordingly.

Participation of Hudson students under the articulation protocol established in this Agreement will be permitted in compliance with applicable federal, state, and local nondiscrimination laws and regulations. The parties shall comply with all applicable laws and shall not discriminate

against any person or group of persons on the basis of race, color, creed, sex, age, national origin, ancestry, religion, marital status, disability, sexual orientation, gender identity or expression, pregnancy, genetic information, domestic partnership or civil union status, atypical hereditary cellular or blood trait, AIDS and/or HIV status, genetic information, service in the Armed Forces of the United States, status as a disabled veteran or as a veteran of the Vietnam era or any other protected category under Federal or State of New Jersey law. Both institutions shall maintain their respective individual accreditation and this Agreement shall be binding only so long as that accreditation is maintained by both institutions.

Both institutions recognize that they are bound to comply with the Family Educational Rights and Privacy Act of 1974 ("FERPA"), as it may be amended from time to time, in the handling of educational records of students enrolled in their institutions. The parties may possess and come to possess confidential student records that have been created, discovered or developed in the course of the programs. Each party shall keep confidential all such student records and information and will not without the prior written consent of the other party use for its benefit or disclose at any time, except to the extent written required by the performance of this Agreement or by law, any such information. Each institution shall share student information with the other in accordance with FERPA and any applicable state and local laws, including any regulations of the institutions' regional accrediting association Middle States Commission on Higher Education. Nothing contained herein shall limit the discretion of each institution to execute this Agreement, in accordance with its own educational policies, criteria and standards.

6. General Provisions

This Agreement may not be assigned by either institution to another party without the further written consent of the other institution.

Each institution acknowledges and agrees that the relationship with the other is that of independent contractors, and this Agreement shall not be construed to create a partnership, joint venture, or agency relationship between Hudson and SPU.

This Agreement shall not be amended or modified except by written agreement of the institutions.

This Agreement represents the entire agreement between the institutions with respect to the subject matter and supersedes all prior negotiations, representations and/or agreements, between the institutions relating to the subject matter of this Agreement, with the exception of those programs identified in the Hudson AS Degree in Nursing to SPU BSN Degree, Dual Enrollment/Automatic Transfer Agreement between Saint Peter's University and Hudson County Community College, and the Hudson County Community College AAS in Culinary Arts to SPU BSBA Hospitality Event and Sports Management. This Agreement shall not have retroactive application to any Hudson student covered under a prior articulation agreement between the institutions.

This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey as it applies to contracts made and performed in New Jersey without regard to its conflicts of laws principles and rules. In the event of a dispute, the institutions shall firstly attempt to settle it by negotiation within thirty (30) days before any other action is taken. The Superior Court of the State of New Jersey shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to this Agreement or to any matter arising therefrom. Each of the parties hereby expressly submits

and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

Neither institution shall have any liability to the other for consequential, exemplary, special, incidental or punitive damages even if advised of the possibility of such damages, including without limitation lost profits and opportunity.

Except as otherwise contained herein, each institution disclaims all warranties and representations, either express or implied, with respect to its programs and/or any courses or services to be provided hereunder.

Both institutions recognize that the proprietary information and/or materials of each institution shall remain the property of that institution throughout and subsequent to this Agreement.

If the performance of any obligation under this Agreement on the part of either institution should be prevented or delayed by an event of force majeure beyond its reasonable control, including but not limited to acts of war, revolution, insurrection, terrorism, civil unrest, strikes or work stoppages, fire, flood, earthquake or other natural disaster, or pandemic/epidemic, then the affected institution's duty to perform its obligations under this Agreement shall be excused as reasonably required or justified by the circumstances, and this Agreement may be terminated upon the written request of either institution.

This Agreement shall be deemed to have been drafted jointly by counsel for their respective parties hereto and there shall be no inference drawn against any party as a result of their participation in the drafting of this Agreement.

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the parties, or of any right which is not explicitly waived in this Agreement. A party's waiver of a breach of any term of this Agreement shall not constitute a waiver of any subsequent breach of the same or other terms contained in this Agreement. A party's subsequent acceptance of performance by the other party shall not be construed as a waiver of a preceding breach of this Agreement other than failure to perform the particular duties so accepted.

Term and Termination

This Agreement shall continue from the Effective date of August 1, 2023 for a period of time not to exceed twenty-four (24) months and shall automatically renew thereafter for additional two (2) year periods, unless and until it is discontinued by either institution for convenience by submitting written notification to the other institution at least ninety (90) days before the end of any semester in SPU's school year in order to protect all students transferring between institutions. Such early termination notice shall be effective for the

upcoming semester and without further liability or obligation to the other institution. With respect to Hudson, the parties agree that the term of this Agreement shall comply with the County Colleges Contract Law.

N.J.S.A 18A:64A-25.1, et seq.

In the event of a breach or default of any material term or condition of this Agreement by either party, the non-defaulting party shall promptly notify the other Party, in writing, of the alleged breach and the other party shall promptly take all reasonable steps necessary to cure the alleged breach. If, after a period of thirty (30) days, the party to whom the written notice of breach was sent has not cured or taken reasonable steps to cure the alleged breach, or otherwise remedied the situation to the reasonable satisfaction of the non-defaulting party, the non-defaulting party may suspend its performance under the Agreement in whole or in part, or immediately terminate the Agreement as it deems appropriate under the circumstances.

In the event that this Agreement is terminated early for any reason, SPU commits that it shall make a good faith effort to formulate a "teach-out" plan applicable to all then enrolled Hudson students. The institutions agree that any early termination shall be made through a consultative process with one another.

Notices

Whenever written notice is required or permitted to be given by one party to the other, it shall be deemed to be sufficiently given when received (or receipt refused) when sent by United States mail with the proper postage affixed by certified mail, return requested, or nationally recognized courier (such as FedEx) subject to confirmation of receipt.

This Agreement may be executed in any number of counterparts, and by facsimile or electronic transmission, each of which, when executed, shall be deemed to be an original, and all of which, together, shall be deemed to be one and the same instrument, valid and binding on all parties.

The undersigned represent that they have the requisite authority to sign this Agreement on behalf of their respective institutions. The institutions have duly executed and delivered this Agreement as of the dates set forth below. Signatures on the following page. The point of contact for HCCC will be Jennifer Valcarcel and the best way to contact her is by emailing transferpathways@hccc.edu. The best point of contact for SPU is Nicole DeCapua Rinck and the best way to contact her is by emailing ndecapuarinck@saintpaters.edu

**FIRST AMENDMENT TO THE AFFILIATION AGREEMENT
BY AND BETWEEN
ROBERT WOOD JOHNSON HEALTH NETWORK
AND
HUDSON COUNTY COMMUNITY COLLEGE**

THIS FIRST AMENDMENT to the Affiliation Agreement (as defined herein) (this “First Amendment”), is entered into and made effective as of May 1, 2023 (the “First Amendment Effective Date”) by and between Hudson County Community College (the “School”) and Robert Wood Johnson Health Network (the “Network”). Network and School are each a “Party” and collectively, the “Parties.”

WITNESSETH

WHEREAS, the School and the Network entered into that certain Affiliation Agreement, effective on April 1, 2021 (the “Agreement”);

WHEREAS, the Parties desire to amend certain provisions of the Agreement and have agreed to a two (2) year extension of the Agreement, commencing on May 1, 2023, as amended, subject to the terms and conditions of the Agreement, set forth herein.

WHEREAS, the parties have determined that it would be in their best interests to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants herein considered and each act performed hereunder by the parties, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged by each of the parties hereto, the Network and the School hereby agree to amend the Agreement, as follows;

1. Any capitalized terms herein shall have the same meaning as set forth in the Agreement, unless otherwise defined herein.
2. Section 1 of the Agreement is amended by deleting the section and replacing it with the following:

Section 1. TERM

This Agreement shall be for a period commencing on May 1, 2023 and continuing until April 30, 2025. (2 years).

This Agreement shall be reviewed at the end of the term stated herein, and may be renewed at the end of the stated period by a new written agreement of both parties for such additional time as the parties determine.

Either party hereto may, at any time during the term of this Agreement, with or without cause, terminate this Agreement upon thirty (30) days written notice to the other party.

The Network may immediately terminate a student(s) participation in the program established under this Agreement, if the Network, in its sole discretion, believes that the continued participation of a student is unsafe, disruptive, detrimental to the Network or patient care, or otherwise not in conformity with Network standards, policies, procedures, or health requirements.”

3. Except as modified by this First Amendment, all terms and conditions of the Agreement remain in full force and effect. In the event of any conflict between the terms of the First Amendment and the terms of the Agreement, the parties agree that the terms of this First Amendment shall control.
4. This First Amendment may be executed in several counterparts, each of which shall be deemed a duplicate original so long as each party has executed one counterpart; all of which counterparts collectively shall constitute one instrument representing this First Amendment. A counterpart signed and sent by facsimile transmission or by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment by their duly authorized representatives effective as of the First Amendment Effective Date written above.

Date of Signature:

ROBERT WOOD JOHNSON HEALTH NETWORK:

By:_____

Date of Signature:

HUDSON COUNTY COMMUNITY COLLEGE:

By:_____

HUDSON COUNTY COMMUNITY COLLEGE

AND THE ROTHMAN ORTHOPAEDIC INSTITUTE
AFFILIATION AGREEMENT

This agreement (the "Agreement") is made this ____ of ____ between Rothman Orthopaedic Institute, (the "Center") **located at 1 Journal Square Plaza, 2nd floor, Jersey City, New Jersey 07306** and Hudson County Community College, (the "School") for the provision of clinical experience for Students ("Students") enrolled at School.

1. TERM

This Agreement covers the period from January 1, 2024 to January 1, 2026 unless earlier terminated by a party pursuant to the terms of this Agreement. Upon the expiration of the term, this Agreement may be renewed upon the execution of a new agreement or written amendment to this Agreement.

2. SCHOOL RESPONSIBILITIES

1. The School will assume the responsibility for planning, directing and implementing the educational Program of the Students, including clinical assignments and the general supervision and instruction of the educational Program, (the "Program").
2. The School will respect the autonomy of the Center to set its own program as a service delivery system.
3. A Program Faculty member will be assigned and will communicate the objectives of the clinical experience and the responsibilities of the Students directly to the appropriate Center liaison and/or clinical personnel.
4. The School will work cooperatively with the Center Staff in selecting and assigning clinical experiences to Students.
5. School Faculty ("Faculty") and Students will observe the rules, regulations, policies and procedures in effect at the Center.
6. The School will provide the Center with the names, days and times for the Students' clinical rotation at least one week prior to the beginning of the clinical rotation.
7. The School will provide an in-service training session at a mutually agreed upon day and time for Center staff to outline the clinical competency aspects of the Program.
8. The School will work with the Center to assign the Center's staff sonographers/radiographers as clinical instructors and provide necessary continuing education for Center staff on mutually agreed upon days and times.
9. All Faculty and Students will be made aware that all patient information including patient medical records are to be kept strictly confidential.

10. School assures that all Faculty and Students participating in any clinical activities at Center will be covered by general liability insurance coverage in the amounts of one million dollars (\$1,000,000) per occurrence and three million (\$3,000,000) million dollars in the aggregate, as well as malpractice insurance as required in Section E. below, and that proof of such insurance will be carried by each Student and Faculty member, with copies of the applicable Certificates of insurance provided to Center.
 11. Prior to beginning the clinical experience, Faculty and Students will meet the following health requirements:
 - a. P.P.D. Intermediate Skin Test (within the last year) except for those Students who have received BCG.
 - b. Chest X-ray for those with a positive P.P.D. or at the option of the examining physician and documentation of evaluation by a physician on an annual basis. Or T-spot/or Quantiferon Gold Test. If negative it is ok. If positive, a chest x- ray is required.
 - c. Rubella: Must have documentation of having received live vaccine on or after their first birthday or laboratory evidence of immunity. Adults born before 1957, except women who can become pregnant, can be considered immune.
3. CENTER RESPONSIBILITIES
1. Center will designate a liaison to coordinate with Faculty.
 2. Center will remain ultimately responsible for patient care at Center.
 3. Center will cooperate with Faculty in planning for the clinical experience and evaluating it in order to provide Students with the maximum opportunities to develop diagnostic medical imaging skills and enhance professional growth.
 4. Center will assume responsibility for the continuity of care of all patients assigned to the Students and will allow use of its facilities for direct contact and care of patients during their clinical rotation period.
 5. Center will provide the Program with copies of the Center's policies and procedures and will advise the Program of policy and/or service charges which may have an impact on Student education.
 6. In case of accident or illness incurred by Students while they are engaged in a clinical experience at the Center, the School shall be notified immediately. The Center may provide for emergency care within its clinical capabilities or shall otherwise arrange for emergency care to be provided.
 7. An orientation will be provided by Center for Faculty and Students prior to commencement of the clinical experience.
 8. Center will observe the Program's calendar with respect to school holidays, school closures, and vacation periods, so long as Center is provided reasonable notice of such days.

9. School and affected Students will be advised of possible Student/Faculty exposure to contagious diseases that become known following the clinical experience.
 10. Center will provide space for Student record maintenance, including JCERT required program documentation.
 11. Center will provide parking and access to the staff lounge and locker facilities for Students and Faculty.
 12. Forms required by the appropriate professional accrediting association(s) will be completed and exchanged between the parties as necessary, and such information as is reasonably requested by either party for such purpose will be supplied by the other.
 13. Center will provide information and/or reports which may be needed by the School for compliance with accreditation.
 14. Center will notify the School immediately in the event of any emergency or problem which may threaten the Student's successful completion of the clinical education program.
 15. Center will provide release time to staff radiographers designated as clinical instructors, as requested.
 16. Center shall provide adequate staffing at the Center so that Students are never used as Center staff replacements.
4. MUTUAL RESPONSIBILITIES
1. A schedule of hours and days for clinical experience and number of Students will be mutually agreed upon in writing by the School and the Center at least one week before the beginning of each semester.
 2. Either Party may withdraw any Students whose performance does not comply with School's standards, or fails to comply with the policies, standards, and procedures of Center. Prior to requesting withdrawal of a Student, a Center representative will meet with a Faculty member to see if performance issues can be addressed by corrective action other than withdrawal. However, Center shall maintain the right to withdraw Students. Center shall be responsible for any unilateral decision made by Center to withdraw a Student.
 3. The Parties will ensure that any services provided pursuant to this Agreement comply with all pertinent provisions of Federal, State and Local statutes, rules and regulations.
 4. Center retains the right to have a Student or Faculty excluded from Center. Center maintains the right to immediately remove a Student from Center if a Student's behavior is unsafe, disruptive, detrimental to patient care, or violate of existing rules and regulations of Center in such matters as procedures, policies, conduct, manner of dress, patient contact, and in such other respects as Center may require to prevent interference with its proper operation. Center will use its best efforts to meet with a Faculty member to see if performance issues can be addressed by corrective action prior to removing a Student from Center.

5. The Center and School will not discriminate against any employee, applicant, or Student enrolled in their respective programs because of age, handicap, color, national origin, race, religion, sex, sexual orientation, veteran status, marital status, any other characteristic protected by law. Both parties are equal opportunity employers.
6. Both parties shall inform one another of the following: changes in academic curriculum, changes in the availability of learning opportunities, and staff changes affecting either academic preparation or clinical teaching of Students. In the event that such changes will affect the number of Students accepted in any one time period, the Center will make every effort to inform the School of such changes at least one week in advance of that time period.

5. INSURANCE

1. School will require each Faculty member and Student to provide proof that the Faculty member and Student is covered by a policy of professional liability and malpractice insurance, with single limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate per year.
2. School shall provide Workmen's Compensation and disability Insurance coverage for all its employees and Students pursuant to the laws of the State of New Jersey.
3. The Center warrants that it will ensure that its employees and staff performing under this Agreement carry professional liability insurance, with single limits of at least \$1,000,000.00 per occurrence, \$3,000,000.00 in the annual aggregate, to protect itself and its participating employee and staff members, from the consequences of bodily injury arising out of negligence, malpractice, error, or mistake in the rendering or failure to render of any professional service by said employee or staff members, with respect to this educational clinical experience program in the Center. Such professional liability insurance shall be either the type commonly known as "occurrence" or the type commonly known as "claims made plus tail." If it is "claims made plus tail," the tail shall be for a period of time acceptable to School. Center shall obtain commercial general liability insurance with coverage not less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate for employees and staff participating in the program covering the entire educational period. The general liability coverage shall continuously remain in effect at all times that this Agreement is in effect. Proof of insurance to be provided upon execution of this Agreement and from time to time upon request of the School.

Center shall provide immediate notice to School of any material change in any of the insurance coverages requested to be carried pursuant to this Agreement. Insurance coverage(s) provided under this Agreement shall not limit or restrict in any way liability arising under or in connection with this Agreement. The School agrees to indemnify and hold harmless the Center, its affiliates, subsidiaries, and parent and their directors, trustees, officers, agents, servants and employees from and against any and all third-party claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the School's Students, faculty members, employees, servants, trustees, officers, directors, or agents. The Center agrees to indemnify and hold harmless the School and its trustees, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defenses thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the Center's employees, staff, servants, trustees, officers, directors, or agents in connection with their duties at the Center. Each party agrees that

it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it which could result in a claim for indemnification above; provided however, that delay in giving or failure to give such notice shall not be a waiver of the party's right to indemnification from the other, unless such delay or failure materially prejudices the indemnifying party in its defense of such claim, and then only to the extent of such prejudice.

6. TERMINATION

1. Either Party may terminate this Agreement by providing at least one hundred and eighty (180) days prior written notice to the other Party. This paragraph shall not apply if this Agreement is cancelled by mutual consent of the Parties. This termination shall not take effect with respect to Students already enrolled in the Program until such Students shall have completed their clinical experience.
2. Either Party shall have the right to immediately terminate the Agreement if the other Party has breached terms, covenants or conditions of the Agreement in any substantial manner and fails to cure within thirty (30) days of notice. This Agreement may also be terminated immediately and without notice by either Party upon revocation of any required accreditation, license or registration, or the notice or threat thereof by the Department of Health or any other applicable federal, state, local agency or course of competent jurisdiction, which prohibits or adversely affects in whole or in part the performance of the Agreement by the parties hereto.
3. Either Party shall have the right to terminate this Agreement for "cause." In general, "cause" is any material and substantial violation of this Agreement by either of the Parties. If either Party desires to terminate this Agreement for cause, such Party shall give written notice of default to the other Party of the specific grounds for termination. The Party receiving any such written notice shall have thirty (30) days to cure the default stated in said notice. If the Party receiving notice of termination fails to cure the default within thirty (30) days, the Party who gave the original notice shall, thereafter, have the right to terminate this Agreement by giving written notice of termination to the defaulting Party in which event this Agreement shall terminate as of the giving of such notice of termination.
4. Either Party also may terminate this Agreement by giving thirty (30) days prior written notice to the other Party in the event that the other Party becomes an "Ineligible Entity," and requires the immediate removal of any Student who has become an "Ineligible Person" where that term is defined as follows:

"An entity or person that:

- i. is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in the Federal procurement or nonprocurement programs; or
- ii. Has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. §1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible."

5. Termination for Lack of Legal Compliance. This Agreement is intended to comply with all Federal and state Laws, rules and regulations. Either Party may terminate this Agreement at any time upon thirty (30) days written notice to the other if any modification or interpretation of any Federal, state or local government law, regulation, or policy impairs in any substantial manner the continuing legal validity and/or effectiveness of any material provision of this Agreement, or places the tax- exempt status of either Party or any of its component parts at risk. Prior to the end of such notice period, the Parties shall use their best efforts to agree on a modification of this Agreement that, in the opinion of the Parties and their respective legal counsel, satisfactorily addresses and removes the impairment. This Agreement shall continue in full force and effect if,

prior to the end of such notice period, the parties agree on such a modification of this Agreement; otherwise this Agreement shall terminate as set forth herein.

6. Involuntary Termination. This Agreement shall be terminated immediately in the event that either Party loses its license, accreditation, or certification.

7. MISCELLANEOUS

1. In accordance with Federal Law and New Jersey, the parties do not discriminate on the basis of sex, sexual orientation, race, color, creed, marital status, national and ethnic origin, age, or any other protected characteristic (subject to local, State and Federal requirements) in the administration of their program and policies and are equal opportunity employers.
2. Security and Privacy. The Parties acknowledge that Center is a covered entity as defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). To the extent that the Students and Faculty have access to protected health information by virtue of their participation in the clinical placement program at Center, the Parties agree that said Students and Faculty are deemed to be part of Center's workforce for HIPAA compliance purposes and subject to the Center's policies and procedures governing the use and disclosure of protected health information, as defined in HIPAA, by School and School's staff. Students will be required to sign a "Student/Intern/Agency/Temporary Staff confidentiality agreement. The Parties agree that the sponsorship of a clinical placement program as contemplated by this affiliation agreement does not constitute a business associate agreement under HIPAA.
3. Confidentiality.
 - a. Both School and Center shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including medical record policies and guidelines established and approved by Center, which shall be made available to Students.
 - b. The Parties recognize that from time to time, either of them and/or their respective employees and agents, and Students, may learn or come into contact with confidential patient or proprietary information of the other Party (hereinafter, "Confidential Information"). Each Party agrees and acknowledges that it, Faculty and Students shall, except to the extent that disclosure of the information is required by law, not disclose the Confidential information and, further:
 1. Take all reasonable steps to hold Confidential Information in confidence
 11. Instruct its employees and agents, and Students to exercise the highest degree of care to preserve from disclosure the Confidential Information, and not to copy or otherwise duplicate same for any Purpose, without the other Party's prior written permission;
 111. Give at least five business days prior written notice to the other Party before making any disclosure of the Confidential Information purportedly required by law.
 - c. Excluded from "Confidential Information" shall be any information or data which (i) the

other Party was lawfully in possession of prior to the negotiation and execution of this Agreement; (ii) is lawfully acquired by the other Party in a manner not resulting from, or from a source not derived from or related to, the negotiation, execution, or performance of this Agreement; or (iii) becomes part of the public domain in any manner other than the unlawful publication thereof by the other Party.

- d. Upon the termination of the Agreement for any reason (including, but not limited to, the expiration of the stated term hereof), each Party shall promptly return to the other Party or destroy, with confirmation to the other Party of satisfactory evidence of such destruction, all records, documents, and other materials containing information or data which shall be proprietary to the other Party, unless such destruction is impracticable.
4. No Employment Relationship. It is not intended that an employer/employee, joint venture, or partnership agreement be established, hereby expressly or by implication, between Center and School.

Neither Center nor School is authorized or permitted to act as an agent or employee of the other. Nothing in this Agreement shall in any way alter the freedom enjoyed by either Center or School, nor shall it in any way alter the control of the management, operation, and affairs of either Center or School; it being the intent of this Agreement that Center and School shall maintain separate and independent management, and each has full, unrestricted authority and responsibility regarding its organization and structure.

5. Notices. All notices which either Party is required or may desire to give to the other under or in conjunction with this Agreement shall be in writing and shall be given by addressing the same to such other party at the address set forth below, and by depositing the same addressed, certified mail, postage prepaid, return receipt requested, or by overnight mail or by reputable courier service, or by delivering the same personally to such other party. The notice shall be effective when same is received, or when receipt is refused.

As to Center:

Rothman Orthopaedic Institute
345 Madison Avenue, 3rd/4th Fl.
New York, NY 10022
Attention: Legal Department

As to School:

Cheryl Cashell, MS, R.T. (R)(M)(QM)
Hudson County Community College
Director, Radiography Program
Hudson County Community College
870 Bergen Avenue- 2nd floor
Jersey City, NJ 07306

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6. It is the intent and understanding of the Parties to this Agreement that each and every provision required by Law be inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through a mistake or otherwise, any such provision is not inserted or is not inserted in correct form then this Agreement shall forthwith upon the application by either Party be amended by such insertion so as to comply strictly with the law, without prejudice to the rights of either Party; provided however, that if the insertion of such provision is

contrary to the underlying intent of the Parties, then either Party may terminate immediately on written notice to the other.

7. Advertising. No Party shall use the other's name or logo in any descriptive or promotional literature, newspaper, news release or communication of any kind without the other's prior written approval.
8. No Fee. It is agreed and understood that Center and School as a public service enter into this Agreement. Accordingly, there will be not charge or fee by either party to the other.
9. In the event any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the state legislature, or by any regulation duly promulgated by offices of the United States of the State of New Jersey acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect.
10. Waiver. Failure by either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provisions nor of the right of that Party to enforce each and every provision.
11. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable.
12. Entire Agreement. Both Parties agree that this Agreement represents the entire understanding of the Parties with respect to the subject matter covered and supersedes and nullifies any previous agreements regarding the subject matter covered between the Parties.
13. Amendments. Any additional responsibilities, obligations, or duties undertaken by either party in connection with the performance of this Agreement shall be detailed in writing, must be signed by authorized representatives of both Parties, and attached as an addendum to this Agreement.
14. Captions. The captions to the sections in this Agreement are included for convenience only and are not intended to and shall not be deemed to modify or explain any of the terms of this Agreement.
15. Recitals. The recitals set forth at the beginning of this Agreement are incorporated into this Agreement as though repeated at length herein.
16. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey without regard to New Jersey's conflict of laws principles.
17. Assignment. The Parties recognize that this Agreement is based upon the skill and expertise of the Parties and therefore agree that the Agreement and obligations thereunder may not be assigned or delegated without the written consent of the other party, which shall not be unreasonably withheld, except as expressly allowed by this Agreement.
18. Authority. The persons signing below on behalf of the Parties warrant that they have the authority to execute this Agreement according to its terms on behalf of Center and School.

19. Successors. All of the agreements, obligations, terms, provisions and conditions herein shall apply to and bind to the benefit of the heirs, administrators, executors, legal representatives, trustees and successors of the Parties hereto.
20. Non-Exclusive. This Agreement is not exclusive. Each party shall have the right to enter into agreements with other facilities relating to matters covered by this Agreement.
21. Venue. To the extent any litigation should be brought or arise out of, in connection with, or by reason of this Agreement, the parties agree that such controversy shall be submitted to a court of competent jurisdiction in Hudson County, New Jersey, and each party consents to the jurisdiction and venue of such court. This section shall survive termination or expiration of this Agreement.

Agreed to as of the date set forth above.

HUDSON COUNTY COMMUNITY COLLEGE

By: _____
Dr. Chris Reber, President

Rothman Orthopaedic Institute

By: _____
Director of Compliance

**STUDENT PERSONAL FITNESS TRAINING CERTIFICATE
AND
STUDENT EXERCISE SCIENCE A.S. AFFILIATION AGREEMENT
BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE
AND
__STANLAW FITNESS __**

Agreement, effective Nov __1st__, 2023 by and between Hudson County Community College (“College”), located at 70 Sip Avenue Jersey City, New Jersey 07306, and

**Stanlaw Fitness (Agency)
676-678 Broadway
Bayonne, NJ 07002**

1. **TERM**

This contract shall be for a period of two years commencing Nov __1st__, 2023 and continuing until October __31st__, 2025 for the:

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

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

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

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

2. **COLLEGE RESPONSIBILITIES**

The College as the sponsoring agency agrees:

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

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

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

3. **AGENCY CENTER RESPONSIBILITIES**

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

4. **MUTUAL OBLIGATIONS**

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

5. **INSURANCE**

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

6. **CONFIDENTIALITY**

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

7. **INDEMNIFICATION**

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

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

8. **EMERGENCY MEDICAL CARE**

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

9. **REGULATORY REQUIREMENTS**

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

10. **JURISDICTION AND VENUE**

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

11. **GOVERNING LAW**

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

12. NO AGENCY/PARTNERSHIP

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

Signed:

Christopher Reber, President
Hudson County Community College

Date

Signed:

Mike Stanlaw
Stanlaw Fitness

Date

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

THIS AGREEMENT is entered into as of the ___ day of _____, 2023 between New Jersey Reentry Corporation, headquartered at 591 Summit Avenue, Suite 605B, Jersey City, NJ 07306 (hereinafter referred to as “Agency”) and HUDSON COUNTY COMMUNITY COLLEGE, having an address at 25 Journal Square, Jersey City, New Jersey 07306 (hereinafter referred to as “College”).

WHEREAS, the College has a curriculum in Human Services; and

WHEREAS, service learning experience is a required and integral component of the Human Services curriculum; and

WHEREAS, the College desires the cooperation of the Agency in the development and implementation of the service learning experience phase of its Human Services curriculum; and

WHEREAS, Agency desires to participate with the College in the development and implementation of service learning experience for Human Services students of the College.

NOW THEREFORE in consideration of the mutual promises hereinafter contained, the Agency and College agree as follows:

1. TERM

This Agreement shall be for a period commencing on _____ and continuing until _____. The Agreement may thereafter be renewed on an annual basis for up to two (2) additional years, upon the mutual written consent of the Agency and College.

2. TERMINATION

- A. Either party hereto shall have the right to terminate this Agreement at the end of the initial one (1) year term or annual renewal time period upon thirty (30) days prior written notice to the other party.
- B. In the event of the breach of any provision of this Agreement by one party, the other party shall have the right and option to give the breaching party notice thereof and, in the event the breaching party fails to remedy the breach within thirty (30) days of the receipt of such written notice, the other party may, at its sole option, terminate this Agreement.
- C. If the Agency exercises its right to terminate this Agreement, the Agency agrees that no students participating in an ongoing clinical affiliation program will be denied the opportunity to complete the clinical program, even when the effective date of termination occurs prior to the completion date of the program.

3. COLLEGE RESPONSIBILITIES

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

The College shall:

- A. Assume full responsibility for the planning and the execution of the curriculum for its students, including the administration, curriculum content, and faculty appointments.
- B. The College assures that all instructors possess the requisite academic qualifications for their academic roles.
- C. The College will provide a clinical assignment schedule of dates for the affiliation periods throughout the academic year.
- D. The College shall inform its students of the requirement to conform to the rules, regulations, and policies of the Agency.
- E. The College will inform its students that they must meet certain health standards as required by the Agency.

4. **AGENCY RESPONSIBILITIES**

The Agency shall:

- A. Participate in joint evaluation of the effectiveness of the fieldwork experiences through meetings and/or written, online evaluations of the students as well as inform the College of any problems or concerns that may affect the student's performance or permanence in that field setting.
- B. The Agency shall provide one hour of individual or triadic supervision a week and provide the necessary supplies and facilities as may be required to ensure quality education for the students without impairing quality program participant care.
- C. The Agency shall provide an orientation of its facilities, and procedures for the College's students. Agency rules, regulations, and policies will be available and reviewed with each student by the Agency.
- D. The Agency shall provide emergency care for students in case of illness or accident. However, Agency shall not be responsible for any further care. In no event shall Agency be responsible for a greater amount or degree of care or assistance than it would reasonably provide for its paid employees. The College shall be promptly notified of any such occurrence. The student shall be responsible for payment of any medical expenses incurred.

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

- E. The Agency shall supervise the College's students while the students are on the premises of the Agency for the purposes of the program. No student shall be deemed under the control or supervision of the Agency while not on Agency's premises.

5. MUTUAL OBLIGATIONS

The parties hereto mutually agree that:

- A. The Agency shall at all times retain sole responsibility for all program participant care, and the extent of participation of students in assisting with providing program participant care.
- B. Responsibility for planning the clinical experience in the Agency will be jointly shared by the Agency's staff and the College's instructors, subject at all times to the policies, Rules, and regulations of the Agency.
- C. A student of the College may be assigned to any facilities or programs within the Agency's system.
- D. Student curriculum, attendance, and scheduling shall be under the direction of the College as long as they do not conflict with Agency's policies, rules, and regulations.
- E. Each student of the College will start his/her clinical experience program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of the College and the Agency.
- F. The Agency and College will perform their duties and responsibilities under this Agreement without cost or other financial obligation to the other party.

6. STUDENT RESPONSIBILITIES

The College shall advise students of the following conditions of participation in the program. Further, the College shall advise students that failure to meet the following conditions shall be grounds for denial of admission to the program and/or dismissal from the program:

- A. Students of the College shall, at all times, follow the rules and regulations established by the Agency. The Agency shall orient the students to applicable rules and regulations.
- B. The health of all students assigned to the Agency shall meet the standards required for the Agency's employees.

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
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- C. Students of the College acknowledge that all information regarding program participant identity, diagnosis, prognosis, treatment, and/or any personal data which comes into the possession of the student is strictly confidential. Students shall not disclose any such information to third parties and will take all steps reasonably necessary to protect the privacy, confidentiality, and dignity of any program participants with whom the students have contact during the clinical program provided for herein.
- D. The student will provide medical documentation of any special physical needs while participating in the program.
- E. Each student, at his or her own expense, shall be required to submit to a criminal background check prior to starting training at the Agency as required by the Agency's criminal background check procedure. Any student whose record shows an adverse finding will be subject to review by the Agency. The Agency may reject any student for clinical training based upon the information contained in the criminal background check.

7. REGULATORY COMPLIANCE

College and Agency agree that each shall comply with all applicable requirements of Municipal, County, State, and Federal authorities, all applicable Municipal and County ordinances and regulations, and all applicable State and Federal statutes and regulations now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of this Agreement. These include, without limitation, the applicable requirements under any State fair employment practices or similar laws declaring discrimination in employment based upon race, color, creed, religion, sex, sexual preference, or national origin as illegal and, if applicable, Title VII of the Civil Rights Act of 1964 or any applicable rule or regulation promulgated pursuant to any such laws herein above described.

8. INDEPENDENT CONTRACTOR

Both Agency and College are independent contractors. It is not intended that an employer/employee, joint venture, or partnership agreement be established hereby expressly or by implication between Agency and College. Rather, in discharging all duties and obligations hereunder, Agency shall at all times be in and remain an independent contractor relationship with College.

Neither Agency nor College is authorized or permitted to act as an agent or employee of the other. Nothing in this Agreement shall in any way alter the freedom enjoyed by either Agency or College, nor shall it in any way alter the control of the management, operation, and affairs of either Agency or College, it being the intent of this Agreement that Agency and College shall maintain separate and independent management, and each has full, unrestricted authority and responsibility regarding its organization and structure.

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other party to this Agreement.

9. CONFIDENTIALITY

Both College and Agency shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), standards of the Joint Commission on Accreditation of Healthcare Organizations, and medical records policies and guidelines established and approved by Agency, which shall be made available to the College’s students.

10. NO DISCRIMINATION

The College and Agency mutually agree that no students shall be discriminated against on the basis of race, color, sex, creed, age, national origin, ancestry, marital status, familial status, religion, sexual orientation, or disability for the purposes of this Agreement.

11. NO WAIVER

The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.

12. ENTIRE AGREEMENT

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties with respect to the services of Agency or College, and this Agreement contains all the covenants and agreements between the parties with respect to this affiliation agreement. The parties agree that no oral representations or written representations, other than contained herein, were relied on by the parties, or form additional terms of this Agreement.

13. MODIFICATION

Agency or College may from time to time request changes to the terms in this Agreement. Such changes shall be valid only if incorporated as a written amendment to this Agreement.

14. ASSIGNABILITY

The duties and obligations of each of the parties hereto shall be deemed personal and unique. This Agreement and the duties and obligations of the parties hereunder shall not be assigned to any other person, firm, or corporation without the prior written consent of the other party.

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, including without limitation, the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. The parties agree that pursuant to the New Jersey Contractual Liability Act, venue and jurisdiction regarding any matter pertaining to this Agreement shall be in the Superior Court of New Jersey, Law Division, and consent to same.

16. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or when received (or receipt refused) when sent by United States mail, postage prepaid, addressed as follows:

As to the Agency:

New Jersey Reentry Corporation
591 Summit Avenue, 6th Floor
Jersey City, NJ 07306
Attn: General Counsel

As to the College:

Hudson County Community College
25 Journal Square
Jersey City, New Jersey 07306
Attn.: Department of Humanities and Social Sciences

17. INDEMNIFICATION

Each party shall indemnify and hold harmless the other party, and their representatives, agents, interns, contractors, consultants, employees, officers, and directors from and against any and all third-party claims and causes of action to the extent caused by the indemnifying party's negligent acts, errors, intentional acts, or omissions in connection with this agreement.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals or caused these presents to be executed by their duly authorized corporate officers on the day and year first above written.

NEW JERSEY REENTRY CORPORATION

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

Signed: _____

Date: _____, 2023

Name: James E. McGreevey

Title: Chairman

HUDSON COUNTY COMMUNITY COLLEGE

Signed: _____

Date: _____

Name:

Title:

Revised January 19, 2013

4841-9822-6480, v. 1

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

THIS AGREEMENT is entered into as of the 11 day of October 2023 between COMUNIDAD UNIDA REHABILITACION DE ADICTOS, (CURA, INC) having an address at 47 Lincoln Park Newark, NJ 07102 (hereinafter referred to as "Agency") and HUDSON COUNTY COMMUNITY COLLEGE, having an address at 25 Journal Square, Jersey City, New Jersey 07306 (hereinafter referred to as "College").

WHEREAS, the College has a curriculum in Human Services; and

WHEREAS, service learning experience is a required and integral component of the Human Services curriculum; and

WHEREAS, the College desires the cooperation of the Agency in the development and implementation of the service learning experience phase of its Human Services curriculum; and

WHEREAS, Agency desires to participate with the College in the development and implementation of service learning experience for Human Services students of the College.

NOW THEREFORE in consideration of the mutual promises hereinafter contained, the Agency and College agree as follows:

1. TERM

This Agreement shall be for a period of two (2) years commencing on October 11, 2023 and continuing until October 11, 2025. The Agreement may thereafter be renewed on an annual basis for two (2) additional years, upon the mutual written consent of the Agency and College.

2. TERMINATION

- A. Either party hereto shall have the right to terminate this Agreement at the end of the initial one (1) year term or annual renewal time period upon thirty (30) days prior written notice to the other party.
- B. In the event of the breach of any provision of this Agreement by one party, the other party shall have the right and option to give the breaching party notice thereof and, in the event the breaching party fails to remedy the breach within thirty (30) days of the receipt of such written notice, and such breach was reasonably able to be cured within thirty (30) days, the other party may, at its sole option, terminate this Agreement. If the breach is unable to reasonably be cured within thirty (30) days, and so long as the breaching party has been diligently taking steps to remedy the breach, then the breaching party shall be entitled to an extension of its opportunity to cure for the minimum amount of time necessary to cure the breach.
- C. If the Agency exercises its right to terminate this Agreement, the Agency agrees that no students participating in an ongoing clinical affiliation program will be denied the opportunity to complete the clinical program, even when the effective date of termination occurs prior to the completion date of the program.

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

3. COLLEGE RESPONSIBILITIES

The College shall:

- A. Assume full responsibility for the planning and the execution of the curriculum for its students, including the administration, curriculum content and faculty appointments.
- B. The College assures that all instructors possess the requisite academic qualifications for their academic roles.
- C. The College will provide a clinical assignment schedule of dates for the affiliation periods throughout the academic year.
- D. The College shall inform its students of the requirement to conform to the rules, regulations and policies of the Agency.
- E. The College will inform its students that they must meet certain health standards as required by the Agency of its employees.

4. AGENCY RESPONSIBILITIES

The Agency shall:

- A. Participate in joint evaluation of the effectiveness of the field work experiences through meetings and/or written, online evaluations of the students as well as inform the College of any problems or concerns that may affect the student's performance or permanence in that field setting.
- B. The Agency shall provide one hour of individual or triadic supervision a week and provide the necessary supplies and facilities as may be required to insure quality education for the students without impairing quality client care.
- C. The Agency shall provide an orientation of its facilities, and procedures for the College's students. Agency rules, regulations and policies will be available and reviewed with each student by the Agency.
- D. The Agency shall provide emergency care for students in case of illness or accident. However, Agency shall not be responsible for any further care. In no event shall Agency be responsible for a greater amount or degree of care of assistance than it would reasonably provide for its paid employees. The College shall be promptly notified of any such occurrence. The student shall be responsible for payment of any medical

STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
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HUDSON COUNTY COMMUNITY COLLEGE

expenses incurred.

- E. The Agency shall supervise the College's students while the students are on the premises of the Agency for the purposes of the program. No student shall be deemed under the control or supervision of the Agency while not on Agency's premises.

5. MUTUAL OBLIGATIONS

The parties hereto mutually agree that:

- A. The Agency shall at all times retain sole responsibility for all client care, and the extent of participation of student in assisting with providing client care.
- B. Responsibility for planning the clinical experience in the Agency will be jointly shared by the Agency's staff and the College's instructors, subject at all times to the policies, rules and regulations of the Agency.
- C. A student of the College may be assigned to any facilities or programs within the Agency's system.
- D. Student curriculum, attendance and scheduling shall be under the direction of the College as long as they do not conflict with Agency's policies, rules and regulations.
- E. Each student of the College will start his/her clinical experience program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of the College and the Agency.
- F. The Agency and College will perform their duties and responsibilities under this Agreement without cost or other financial obligation to the other party.

6. STUDENT RESPONSIBILITIES

The College shall advise students of the following conditions of participation in the program. Further, the College shall advise students that failure to meet the following conditions shall be grounds for denial of admission to the program and/or dismissal from the program by Agency:

- A. Students of the College shall, at all times, follow the rules and regulations established by the Agency. The Agency shall orient the students to applicable rules and regulations.
- B. The health of all students assigned to the Agency shall meet the standards required for the

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

Agency's employees.

- C. Students of the College acknowledge that all information regarding patient identity, diagnosis, prognosis, treatment and/or any personal data which comes into the possession of the student is strictly confidential. Students shall not disclose any such information to third parties and will take all steps reasonably necessary to protect the privacy, confidentiality and dignity of any patients with whom the students have contact during the clinical program provided for herein.
- D. The student will provide medical documentation of any special physical needs while participating in the program.
- E. Each student, at his or her own expense, shall be required to submit to a criminal background check prior to starting training at the Agency as required by the Agency 's criminal background check procedure. Any student whose record shows an adverse finding will be subject to review by the Agency. The Agency may reject any student for clinical training based upon the information contained in the criminal background check.

7. REGULATORY COMPLIANCE

College and Agency agree that each shall comply with all applicable requirements of Municipal, County, State and Federal authorities, all applicable Municipal and County ordinances and regulations, and all applicable State and Federal statutes and regulations now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of this Agreement. These include, without limitation the applicable requirements under any State fair employment practices or similar laws declaring discrimination in employment based upon race, color, creed, religion, sex, sexual preference or national origin as illegal and, if applicable, Title VII of the Civil Rights Act of 1964 or any applicable rule or regulation promulgated pursuant to any such laws herein above described.

8. INDEPENDENT CONTRACTOR

Both Agency and College are independent contractors. It is not intended that an employer/employee, joint venture, or partnership agreement be established hereby expressly or by implication between Agency and College. Rather, in discharging all duties and obligations hereunder, the Agency shall at all times be in and remain an independent contractor relationship with College.

Neither Agency nor College is authorized or permitted to act as an agent or employee of the other. Nothing in this Agreement shall in any way alter the freedom enjoyed by either Agency or College, nor shall it in any way alter the control of the management, operation, and affairs of either Agency or College,

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

it being the intent of this Agreement that Agency and College shall maintain separate and independent management, and each has full, unrestricted authority and responsibility regarding its organization and structure.

Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other party to this Agreement.

9. CONFIDENTIALITY

Both College and Agency shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), standards of the Joint Commission on Accreditation of Healthcare Organizations, and medical records policies and guidelines established and approved by Agency, which shall be made available to the College's students.

10. NO DISCRIMINATION

The College and Agency mutually agree that no students shall be discriminated against on the basis of race, color, sex, creed, age, national origin, ancestry, marital status, familial status, religion, sexual orientation or disability for the purposes of this Agreement.

12. NO WAIVER

The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.

13. ENTIRE AGREEMENT

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties with respect to the services of Agency or College, and this Agreement contains all the covenants and agreements between the parties with respect to this affiliation agreement. The parties agree that no oral representations or written representations, other than contained herein, were relied on by the parties, or form additional terms of this Agreement.

14. MODIFICATION

Agency or College may from time to time request changes to the terms in this Agreement. Such changes shall be valid only if incorporated as a written amendment to this Agreement.

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

15. ASSIGNABILITY

The duties and obligations of each of the parties hereto shall be deemed personal and unique. This Agreement and the duties and obligations of the parties hereunder shall not be assigned to any other person, firm or corporation without the prior written consent of the other party.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, including without limitation, the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. The parties agree that pursuant to the New Jersey Contractual Liability Act, venue and jurisdiction regarding any matter pertaining to this Agreement shall be in the Superior Court of New Jersey, Law Division, and consent to same.

17. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

As to the Agency:

Comunidad Unida Rehabilitacion de Adictos, (CURA, INC)
47 Lincoln Park
Newark, NJ 07102
Att: President / CEO

As to the College:

Hudson County Community College
25 Journal Square
Jersey City, New Jersey 07306
Attn.: Department of Humanities and Social Sciences

18. INDEMNIFICATION

Each party shall indemnify and hold harmless the other party, and their representatives, agents, employees, officers and director from and against any and all third party claims and causes of action to the extent caused by the indemnifying party's negligent acts, errors, intentional acts or omissions in connection with this agreement.

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals or caused these presents to be executed by their duly authorized corporate officers on the day and year first above written.

Comunidad Unida Rehabilitacion de Adictos CURAJNC

Signed: 

Date: October 1st 2023

Name: Roberto Flecha, MA, MBA, LCADC, CCS

Title: President / CEO

HUDSON COUNTY COMMUNITY COLLEGE

Signed:

Date:

Name:

Title:

Revised January 19, 2013

4841-9822-6480, v. I



**Agreement Between
Hudson County Community College
and
Rutgers Youth Success Program (RYSP), within the Center for Advanced Infrastructure and
Transportation (CAIT) at Rutgers, The State University of New Jersey
November 22, 2023 – November 21, 2026**

I. Description

Hudson County Community College (HCCC) and the Rutgers Youth Success Program (RYSP) have collaborated to establish a program to provide education and training to disconnected and justice-involved youth. The partnership includes the provision of academic (credit) courses and continuing education (noncredit) courses in a virtual modality.

II. Partnership Scope

A. Purpose and Goals

The primary objective of this Agreement is to provide training for disconnected and justice-involved youth in New Jersey (statewide) who are enrolled in the RSYP.

It is anticipated that the provision of post-secondary education for disconnected, and justice-involved youth will inform and encourage graduates of the training program to pursue further education, employment, and/or a registered apprenticeship program.

Youth who are participating in RYSP and enroll at Hudson County Community College will be eligible for in-county tuition for credit courses, regardless of their residency.

B. Institutional Responsibilities

RYSP and the College agree to promote the partnership in appropriate publications and at recruitment and outreach activities.

1. RYSP and the College agree to cooperate in communicating with each other and with their common and respective communities concerning the relationship between the two institutions. RYSP and the College agree to acknowledge and recognize the partnership programs on each institution's website and via other marketing and publicity methods.



2. RYSP and the College agree to promptly communicate with each other on any future program changes, policy changes or resident credit requirements that will affect this agreement.
3. Each institution will designate in writing an employee who will serve as the point of contact for the administration of this agreement.

C. RYSP

1. Will consult with HCCC to determine the training course subject(s) and scheduling.
2. Agrees to recruitment and notification of students to assure that students are attending classes at the assigned times.
3. Shall be responsible for its actions as well as the actions of its members and anyone taking classes. RYSP agrees to defend, indemnify and hold HCCC harmless from any and all damages incurred by, or third-party claims brought against, HCCC, its employees, administrators, trustees, agents and representatives, in connection with any actions or omissions that may result from participation, instruction, or other student or RYSP member or enrollee interaction.

D. Hudson County Community College

1. Agrees to consult with RYSP regarding training course offerings and scheduling.
2. Will provide virtual instruction in subject areas requested by RYSP.
3. Will develop and/or provide curriculum for each class requested.
4. Will record and maintain student attendance.
5. Will provide final evaluations and certificate of completion for those who successfully complete.
6. Will provide academic credit to students who complete courses listed in the academic catalog.

E. Agreement Review

1. RYSP and the College will notify one another of programming changes. This Agreement will continue in effect and will be automatically renewed from academic year to academic year, for a total term, including renewals, of up to three years, although either RYSP or the College may withdraw from this Agreement upon written notification to the other party at the end of any academic year of the College.
2. This Agreement shall be reviewed and modified, as needed, every three years by RYSP and the College.



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

III. Invoicing

- a. Prices for each course will be determined by HCCC and presented to RYSP for approval. Once approved, the prices will be set forth in writing signed by both parties which will serve as an amendment to this Agreement.
- b. HCCC will invoice RYSP upon the start of the training course.
- c. RYSP will pay invoices within 30 days of receipt. Payments not received timely shall be subject to a late payment fee of one percent (1%) per month.

IV. Dispute Resolution

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

V. Governing Law

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

VI. Assignment

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

VII. Notices



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

As to RYSP:

As to the College:

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

VIII. Independent Contractors

The parties relationship shall be that of independent contractors. The parties are not agents of one another. This Agreement does not create a partnership or joint venture between the parties. Neither party shall act or represent itself as an agent of the other or purport to bind or obligate the other in any manner. It is further expressly agreed and understood that neither RYSP nor any authorized person providing the services on behalf of RYSP are, or shall be considered College employees.

IX. Term

It is further understood that the term of this agreement is for the period: November 22, 2023 – November 21, 2026 and shall not automatically renew. Any continuation, renewal or extension is subject to a new agreement.

Rutgers Youth Success Program:

Hudson County Community College:

By: _____

By: _____
Dr. Christopher M. Reber, President

Date

Date



MEMORANDUM OF UNDERSTANDING

Between

Hudson County Community College

and

Bridgeway Behavioral Health Services

November 22, 2023 – November 21, 2024

Description

Hudson County Community College (HCCC) through the School of Continuing Education and Workforce Development (CEWD) and the Bridgeway Behavioral Health Services (BBHS) have established a partnership whereby HCCC CEWD will develop and deliver a Phlebotomy Refresher course for nurses.

Roles and Responsibilities

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

Bridgeway Behavioral Health Services

- a) Will assign an individual to be the main contact for the training.
- b) Will consult with HCCC to determine the workforce training schedule.
- c) Will recruit students/employees to enroll in 1 day, (7 hours of course work and 1 hour lunch) Phlebotomy Refresher course.
- d) Agrees to provide employee information to HCCC for the purpose of registering them into CEWD's student database.
- e) BBHS shall be responsible for its actions as well as the actions of its members, employees, and anyone taking classes.
- f) Enroll a minimum of 10 students and a maximum of 17 students in the Phlebotomy Refresher course. All students shall be subject to HCCC's policies, procedures, and code of conduct.

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

- a) Will assign an individual to be the main contact for the training.
- b) Agrees to consult with BBHS regarding the workforce training program schedule.
- c) Will develop a customized Phlebotomy Refresher course based on the BBHS's training needs.
- d) Will provide in-person instruction for the Phlebotomy Refresher course.
- e) Agrees to provide attendance records for the training.
- f) Will provide a certificate of completion to students who have successfully completed the Phlebotomy Refresher course.
- g) Will provide all the materials required for the class.
- h) Will adhere to the training schedule, which is planned for November-December 2023. Any changes will be made in consultation with the BBHS.
- i) Will provide training for up to 17 employees in the Phlebotomy Refresher course.
- j) Will recruit and hire an instructor(s) for the training program.

Total number of training hours:

7 hours

Number of students per cycle:

Up to 17

Introduction and Evaluation	1	hours
Lecture	2	hours
Phlebotomy Practicum and Skills Evaluation	4	hours

Schedule:

9 am- 5 pm (8 hours), with 1-hour lunch (12 pm-1 pm) = 7 training hours

Invoicing

- a) The total cost of the Phlebotomy Refresher training is \$3,800
- b) BBHS agrees to pay HCCC as follows: 50% (\$1,900) upon signing the agreement and 50% (\$1,900) at the end of the training course.
- c) HCCC shall not be obligated to provide any services until the initial 50% payment is made. HCCC shall invoice the second 50% payment upon completion of the training.
- d) If the second 50% payment is not made within thirty (30) of the date of the invoice, the unpaid amounts shall accrue interest at the rate of one percent (1%) per month.

Dispute Resolution

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

Governing Law

- a) This Agreement shall be governed by and in accordance with the laws of the State of New Jersey, without references to any choice of law or conflicts of laws, and provisions therein.
- b) The rights of the College or the Client under this Agreement are personal to each party, and neither party shall assign, transfer, hypothecate, or otherwise assign its rights or delegate its duties under this Agreement, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other party to this Agreement.

Notices

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

Bridgeway Behavioral Health Services:

Bridgeway Behavioral Health Services
373 Clermont Terrace, Union, New Jersey 07083
Michael Swerdlow, Director, Integrated Care

As to the College:

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

Provisions and Amendments

- a) This Memorandum of Understanding contains all provisions agreed upon by the parties. Any amendment to this Memorandum of Understanding must be in writing and signed by either parties or their duly authorized representative. It is further understood that the term of this agreement is for the period of November 22, 2023, until November 21, 2024, and shall not automatically renew. Any continuation, renewal, or extension is subject to a new agreement.

Bridgeway Behavioral Health Services

Hudson County Community College

By: **Cory Storch**

By: _____

Date: 10/20/2023

Date: _____

Academic Partners

This CompTIA Authorized Partner Agreement ("Agreement") between CompTIA, Inc. ("CompTIA") and the undersigned ("Academic Partner") forms the mutual understanding and agreement of the parties of the CompTIA Authorized Partner Program ("Academic Partner Program"). In addition to the terms and conditions in this Agreement, the attached Exhibit(s) and Schedules shall form a part of this Agreement.

1. **Agreements of Academic Partner.** As a participant in the Academic Partner Program, the Academic Partner agrees to at all times perform and comply with the obligations and requirements of Academic Partner as set forth herein. In performing all services in connection with the Program, Academic Partner shall act in a professional manner, using such sound judgment as is commercially reasonable in similar business circumstances, and will abide by all applicable requirements of law, all applicable generally accepted methods of industry practice, and all applicable standards or requirements of CompTIA with respect to quality, service and method of operation, or otherwise, as in effect from time to time.

2. **Agreements of CompTIA.** In recognition of Academic Partner's agreements herein, CompTIA agrees to provide Academic Partner the benefits outlined in Exhibit A. CompTIA may provide discounts on CompTIA products to Academic Partner; such discounts may change at any time and at the discretion of CompTIA.

3. **Term and Termination.** This Agreement shall become effective upon (a) acceptance by CompTIA and (b) a completed signature of this Agreement by Academic Partner; but no earlier than January 1, 2021. The initial Term of the Agreement shall extend for one year, unless Academic Partner was an active Academic Partner with CompTIA prior to the effective date, then the previous expiration date shall continue to apply. For purposes of this Agreement, the period for which this Agreement is in effect will be referred to as the "Term". The Term shall be automatically extended for successive 1-year periods unless otherwise terminated. The parties may terminate this Agreement as follows: (i) by mutual, written consent of the parties; (ii) by either party upon ten (10) days' written notice if the other party hereto materially breaches any term of this Agreement, and further provided that such breaching party shall fail to cure said breach within such period; or (iii) by CompTIA, with or without cause, upon thirty (30) days' written notice.

4. **Disclaimer of Warranties; Limitation of Liability.** CompTIA products and services are provided on an "as-is" and "as available basis." COMPTIA DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CompTIA does not guarantee any specific results, uptime, performance, or error-free operation. Neither party shall be responsible for lost profits, indirect, special, incidental, consequential, punitive, or exemplary damages, whether or not foreseeable or contemplated by the parties.

5. **Indemnification.** Unless otherwise prohibited by applicable law, Academic Partner shall indemnify and defend and hold harmless CompTIA and its members, directors, officers, employees and agents from and against any and all claims, suits, proceedings, damages, losses, liabilities, and expenses arising in connection with any third party claim relating to any goods or services provided by Academic Partner associated with the Program or any act or omission of Academic Partner. CompTIA shall indemnify and defend and hold harmless Academic Partner and its members, directors, officers, employees and agents from and against any and all claims, suits, proceedings, damages, losses, liabilities, and expenses arising in connection with any third-party claim of intellectual property infringement of CompTIA products.

6. **No Antitrust.** CompTIA has a policy of strict compliance with applicable antitrust laws that generally prohibit competitors from engaging in actions that could result in an unreasonable restraint of trade. Academic Partner agrees to avoid discussing certain topics when participating in CompTIA events or activities, including without limitation, an discussions related to prices, fees, rates, profit margins,

or other terms or conditions of sale (including allowances, credit terms, and warranties); allocation of markets or customers or division of territories; or refusals to deal with or boycotts of suppliers, customers, or other third parties, or topics that may lead participants not to deal with a particular supplier, customer, or other third party in violation of applicable antitrust law.

7. **Insurance.** Academic Partner shall at all times maintain, at its sole cost and expense, general liability insurance policy with commercially reasonable coverage for organizations of similar size and scope as Academic Partner. Academic Partner will furnish CompTIA with a certificate of insurance evidencing such coverage promptly upon request.

8. **No Partnership or Joint Venture; Independent Contractor.** The Academic Partner is an independent contractor with CompTIA for the activities associated with the Program and limited to the matters of this commercial relationship and contract. No other relationship is intended to be created between the parties hereto. Nothing in this Agreement shall be construed as (i) giving the Academic Partner any rights as a partner in or owner of the business of CompTIA, (ii) giving CompTIA any rights as a partner in or owner of the business of the Academic Partner, (iii) entitling the Academic Partner to control in any manner the conduct of CompTIA's business or (iv) entitling CompTIA to control in any manner the conduct of the Academic Partner's business. The Academic Partner shall not have, nor shall it represent itself as having, the power to make any contracts or commitments in the name of or binding upon CompTIA. The Academic Partner shall not hold itself out as being CompTIA, or an affiliate or instrumentality of CompTIA, and may only represent that it is an authorized business partner of CompTIA. Except as otherwise expressly provided in this Agreement, each party to this Agreement shall bear its own expenses including, without limitation, marketing, rent, travel, entertainment, secretarial or other office expense, postage, telephone, and other communications costs.

9. **Notices.** All notices, demands and communications required in connection with this Agreement shall be in writing (which may be by email) to the address completed herein.

10. **Amendments.** The parties hereto may, by mutual agreement, amend any provision of this Agreement, and any party hereto may grant consent or waive any right to which it is entitled under this Agreement or any condition to its obligations under this Agreement, provided that each such amendment, consent or waiver shall be in writing. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

11. **Governing Law.** Unless otherwise prohibited by applicable law, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to applicable principles of conflicts of laws, each of the parties hereto (a) irrevocably consents to the exclusive jurisdiction and venue of any court within the County of Cook in the State of Illinois, (b) agrees that process may be served upon them in any manner authorized by the laws of the State of Illinois for such parties, and (c) waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue or service of process.

12. **Support Material; Marks and Proprietary Rights.** CompTIA may provide the Academic Partner with marketing materials, training aids or other materials relating to CompTIA, its products or services which CompTIA may from time to time make available. The Academic Partner agrees that any and all information which concerns CompTIA's business or properties and is not generally known within the relevant industry, including but not limited to pricing and cost information, research and development, intellectual property, and all written and oral information concerning any of the preceding, whether transmitted orally or in writing (collectively, the "Information"), are confidential and are, together with any marketing materials of this Section are the exclusive property of CompTIA. The Academic Partner shall maintain the confidentiality of all Information and shall not disclose such Information to any person or entity, except as provided in this Agreement or authorized in writing by CompTIA.

The Academic Partner acknowledges, and will not contest, CompTIA's exclusive ownership of any of CompTIA's trade names,

service marks and trademarks, and all logos and derivations thereof, and all names and marks licensed to CompTIA (collectively, the "Marks"). In addition, the Academic Partner acknowledges that it lacks and will not acquire any right to use the Marks other than as specifically set forth in this Agreement. All uses of the Marks by the Academic Partner shall automatically inure to the benefit of and become the property of CompTIA. The Academic Partner shall not register any Mark or use any Mark in its legal or trade name. Further, the Academic Partner acknowledges, and will not contest, CompTIA's exclusive ownership of the Marks or the Information, including, without limitation, all sales literature, certification and examination information and business processes.

Subject to the provisions of this Section, CompTIA grants to the Academic Partner the limited nonexclusive right to use Marks only in forms approved by CompTIA during the Term of this Agreement and in connection with the activities of the Academic Partner within the scope of the Academic Partner Program, in advertising, and promotional materials. The Academic Partner only may use the Marks under this subsection with respect to the activities within the scope of the Academic Partner Program that meet all of CompTIA's applicable standards or requirements with respect to quality, service and method of operation, or otherwise only in the form and manner CompTIA prescribes in writing. Academic Partner must comply with all trademark, trade name and service mark notice marking requirements of CompTIA, including, without limitation, affixing "SM," "TM," or "®," adjacent to all Marks in any and all uses thereof. The use of any additional words with any of the Marks must have CompTIA's prior written consent. The Academic Partner shall promptly cease and desist use or publication of any such materials to which CompTIA shall from time to time object.

Upon termination of this Agreement, the Academic Partner shall immediately cease using all Marks and Mark-bearing promotional materials and the like and shall promptly return, free of any charge to CompTIA, all such promotional materials and training aids, any and all materials containing any of the Information, including, without limitation, papers, documents and copies of customer correspondence, and copies of any kind made thereof by any person. Thereafter, the Academic Partner shall no longer use in any manner whatsoever any of the Information or the Marks.

A breach of this Section by the Academic Partner cannot reasonably or adequately be compensated in damages in an action at law and shall cause irreparable harm and significant injury and damage to CompTIA. By reason thereof, CompTIA shall be entitled, in addition to any other remedies it may have under this Agreement or otherwise, to seek and obtain immediate preliminary, interim and permanent injunctive or other equitable relief to prevent or curtail any actual or threatened breach of such Sections.

13. **Miscellaneous.** This Agreement may be executed electronically in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one in the same instrument. In the event that any provision of this Agreement, or any word, phrase, clause, sentence or other provision thereof, should be held to be unenforceable or invalid for any reason, such provision or portion thereof shall be modified or deleted in such a manner so as to make this Agreement as modified legal and enforceable to the fullest extent permitted under applicable laws. This Agreement and any attachments hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, purchase orders, understandings and negotiations, whether oral or written, between the parties with respect to such subject matter. The parties each represent and warrant to the other party that it has all necessary power and authority to execute, deliver, and perform this Agreement, that this Agreement is valid, binding and enforceable in accordance with its terms and that the party's execution, delivery and performance of this Agreement will not violate or conflict with any applicable law or any material contractual obligation to which such party is bound.

I acknowledge and agree that my organization,

(insert organization name) (the "Academic Partner")
qualifies as an academic partner pursuant to this Agreement.

I acknowledge and agree that the [Terms and Conditions](#) and [Privacy Policy](#) shall govern the use of CompTIA's website and privacy terms.

I represent that I am an authorized signatory of Academic Partner and have all authority to bind and enter into this Agreement on behalf of Academic Partner.

Signed: _____ (type your name as your signature)

By: (Insert your name)

Title: (Insert title)

Mailing Address for Legal Notices:

Email Address for Legal Notices:

EXHIBIT A: ACADEMIC PARTNERS

This Exhibit A may include additional Schedules provided and amended by CompTIA, from time to time.

Eligibility

The following organizations qualify as an Academic Partner:

Secondary Schools. A school, career center, or other institution/facility that is part of a school system or school district that offers diplomas that are approved by the appropriate educational regulatory agency in the institution's jurisdiction. Examples – A high school, a school district career center or a school district vocational center that offers courses based on CompTIA's A+ certification.

Post-Secondary College/University. A traditional institution of higher education that offers approved programs of study in a variety of both technical and non-technical disciplines that are recognized by the awarding of degrees. The degree programs are recognized and approved by the appropriate educational regulatory agency in the institution's jurisdiction. Example – a traditional community college or university that offers a course mapped to CompTIA's Security+ certification as part of a computer technology degree program.

Not-For-Profit 501(c)(3) organizations that provide technology instruction. A not-for-profit organization or agency that offers technology training based on CompTIA's certifications to its clientele and not as open enrollment courses. Not-for-profit status is verified by documentation from the appropriate government agency (e.g. in the United States – an IRS Letter of Determination) Examples – A YMCA center or a Goodwill Industries location

Government Funded Educational Agencies (Non-US Only). An organization created or funded by a federal or state agency with a mission of providing training services to a specialized population.

US Job Corps. An educational program administered by the US Department of Labor available to 16 to 24 year-old students.

Correctional Institutions. A penal institution maintained by a governmental agency.

Additional Terms and Conditions

- A. Annual Requirement. During each Term, Partner shall receive a discount for CompTIA examination vouchers.
- B. Academic Partner acknowledges and agrees that the vouchers purchased through the Academic Partner Program can only be sold to students of the Academic Partner. Academic Partner may not sell to corporate, Federal/State/Local Government, or retail/consumer customers. If there is a dispute on whether a sale is allowed, CompTIA's decision on any such matters will be final.
- C. Academic Partner agrees that its cost of a certification voucher shall be the final cost to the student. Academic Partner may add a reasonable processing or handling fee of a third-party bookseller.
- D. Academic Partner will cooperate fully with CompTIA with respect to any investigation, inquiry, spot audit or other similar process. CompTIA may audit the books and records of Academic Partner to ensure compliance with these terms and conditions upon reasonable notice to Academic Partner.
- E. Academic Partner acknowledges and agrees that CompTIA may terminate Academic Partner's participation in the program at any time in CompTIA's sole discretion. CompTIA may amend this Agreement, Exhibits, and Schedules at any time by posting the amended copy on the Academic Partner portal. Such amended terms will be effective immediately upon posting.
- F. Academic Partner agrees that it will not misrepresent CompTIA or the Academic Partner Program in any manner and will only present the program in a manner consistent with CompTIA's approved messaging.
- G. Academic Partner acknowledges that CompTIA may publish case studies about the Academic Partner and Academic Partner will actively participate in such case studies. Solely in connection with published research and/or case studies about the Academic Partner Program, Academic Partner grants CompTIA a limited, non-exclusive, irrevocable license and right to use: (i) name, image, and likenesses of Academic Partner's students, instructors, and other staff; and (ii) the name and logo(s) of the Academic Partner.
- H. If required by applicable law, indemnification, liability and other related terms shall be amended to comply with applicable law.

Schedules to be provided:

Schedule 1: Academic Partner Pricing



MEMORANDUM OF UNDERSTANDING

August 1, 2023 – April 30, 2025

Between:

Hudson County Community College (HCCC) and The Medicine Woman

1. Description

The purpose of this Memorandum of Understanding is for HCCC and the Medicine Woman to work together to mutually support each organization's mission. HCCC and The Medicine Woman will work collaboratively to support students and community residents in Hudson County. This will include employment opportunities, workshops, training programs, membership on Advisory Boards, scholarships, and events. HCCC will work with its staff, students, faculty, and partners to support initiatives. The Medicine Woman will work with its management, ownership, staff, and other partners to support initiatives. Both HCCC and The Medicine Woman will share resources to support the Hudson County community.

2. Roles and Responsibilities

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

The Medicine Woman

- a. Collaborate with HCCC to support students and community residents in Hudson County to benefit from Cannabis legalization.
- b. Provide internship/externship and employment opportunities for students completing HCCC Cannabis courses, within 60 days of retail store opening.
- c. Collaborate on Cannabis-related workshops, training programs, and events.
- d. Membership on the HCCC Cannabis Advisory Board during the term of this MOU and any extensions.
- e. Leverage The Medicine Women resources to promote HCCC Cannabis programs.

- f. Contribute to scholarship funds for HCCC students directly or through support of Foundation events in an amount and within such time as mutually agreed upon by the parties. Within thirty (30) days of the execution of this agreement, the details of the amount and timing of the contribute shall be agreed upon by the parties, reduced to writing and executed by the parties, and constitute an amendment to, and a material term of, this Agreement.

HCCC

- a. Collaborate with TMW to support students and community residents in Hudson County to benefit from Cannabis legalization.
- b. Offer Cannabis education and training programs for students to prepare them for work.
- c. Partner with The Medicine Woman to plan and offer events for the Hudson County community.
- d. Promote jointly sponsored Cannabis-related workshops, training programs, and events.

3. Term

Either party may terminate this Agreement upon providing sixty (60) days' prior written notice to the other party. The termination will be effective at the end of the then current semester in which the termination becomes effective.

4. Each Party Responsible for Their Own Actions

Each party shall remain responsible and liable for their own actions and for the actions of any other individual or entity for whom they are responsible including, without limitation, employees, contractors, suppliers, vendors, agents and representatives.

5. Fees/Costs

Fees and/or costs for any program will be determined by the parties on a case-by-case basis. Any agreement on fees and/or costs for any program, initiative, item or event shall be reduced to writing and signed by the parties as an amendment to this Agreement.

6. Provisions and Amendments

This Memorandum of Understanding contains all provisions agreed upon by the parties. Any amendments to this Memorandum of Understanding must be in writing and signed by either parties or their duly authorized representative. It is further understood that the term of this agreement is for the period: August 1, 2023 – April 30, 2025. Any continuation beyond the end date of this Agreement is subject to a new agreement.

7. Choice of Law/Dispute Resolution

This MOU shall be subject to, and interpreted in accordance with, the laws of the State of New Jersey, without regard to New Jersey's conflicts of laws, rules or principles. All disputes between the parties arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey venued in Hudson County, New Jersey.

8. Affirmative Action

As applicable, The Medicine Woman agrees to comply with the requirements of New Jersey's Mandatory Equal Employment Opportunity Language, a copy of which is annexed hereto.

9. Records Retention

Pursuant to N.J.A.C. 17:44-2.2, The Medicine Woman shall maintain all documentation related to products, transactions or services under this MOU for a period of five years. Such records shall be made available to HCCC and New Jersey Office of the State Comptroller upon request.

Name
Title
The Medicine Woman

Dr. Christopher M. Reber
President
Hudson County Community College

Date

Date

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.



MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding (“MOU”) is made between Hudson County Community College (“HCCC”), a New Jersey nonprofit organization with offices located at 70 Sip Avenue, Jersey City, New Jersey, and Seraph and Sons, LLC (“Seraph and Sons”), a New Jersey limited liability corporation with offices located at 784 Garfield Avenue, Jersey City, New Jersey (collectively, the “Parties” or each individually, a “Party”). The Parties agree to the following:

1. Description

Seraph and Sons intends to collaborate with HCCC to develop a program to provide students and community residents in Hudson County with employment opportunities, workshops, training programs, membership on Advisory Boards, scholarships, and events. (the “Program”) conditioned upon Seraph and Sons receiving a Class 5 Annual Retail License (the “License”) from the New Jersey Cannabis Regulatory Commission (the “Commission”) to operate such a License in New Jersey. This MOU shall not take effect until and unless Seraph and Sons receives the License from the Commission. Further, this MOU shall immediately terminate in the event that Seraph and Sons receives such License and such License is not renewed, cancelled or is terminated for any reason.

The Purpose of this MOU is to memorialize the terms of the Program. HCCC will work with its staff, students, faculty, and partners to support initiatives organized, sponsored, or led by Seraph and Sons. Seraph and Sons will work with HCCC management, ownership, staff, and other partners to support HCCC’s cannabis-related initiatives. HCCC and Seraph and Sons will reasonably share resources to support the Hudson County community. Subject to future revisions, the Parties agree to the following key aspects of this collaboration.

2. Roles and Responsibilities

Seraph and Sons shall use commercially reasonable efforts to:

- a. Collaborate with HCCC to support adult students and community residents in Hudson County to benefit from cannabis legalization.

- b. Provide internship/externship and employment opportunities for students completing HCCC cannabis courses, if such students are approved by the New Jersey Cannabis Regulatory Commission (the “Commission”) and receive a cannabis business identification card pursuant to N.J.A.C. 17:30-8.1 and related rules and regulations.¹
- c. Collaborate with HCCC on cannabis-related workshops, training programs, and events.
- d. Leverage Seraph and Sons’ resources to promote HCCC Cannabis programs.
- e. Upon receipt of the License, contribute a one-time donation of at least \$10,000 to a Cannabis Scholarship Fund for HCCC students directly or through the support of Foundation events. The donation will be made prior to the Expiration Date and shall be due and owing even if the MOU is terminated.

HCCC shall:

- a. Work collaboratively with Seraph and Sons to support students and community residents in Hudson County to benefit from cannabis legalization.
- b. Offer cannabis education and training programs for students to prepare them for work in the cannabis industry.
- c. Partner with Seraph and Sons to plan and offer events for the Hudson County community.
- d. Promote jointly-sponsored cannabis-related workshops, training programs and events with Seraph and Sons.
- e. Provide to Seraph and Sons and the Commission any information or documentation reasonably requested by the Commission or other governmental authority when such request is related to this MOU, the License or attempt to obtain the License, or the Program.

3. HCCC Cannabis Advisory Board

In consideration for the mutual promises set forth in this MOU, Seraph and Sons shall, so long as this MOU is in effect, be a Member of the HCCC Cannabis Advisory Board.

4. Term

This MOU will continue in effect from October 1, 2023 to April 30, 2025 (the “Expiration Date”). Either party may terminate this MOU prior to the Expiration Date for any reason upon sixty (60) days’ prior written notice to the other party. The termination will be effective at the end of the then current semester in which the termination becomes effective, and students then participating in

¹ The Parties agree that such students must remain compliant with all Cannabis-related statutes, regulations, and rules and maintain the cannabis business identification card throughout the term of the internship/externship or employment opportunity.

internships/externships shall continue their respective internship/externship until the termination becomes effective. Any continuation beyond the Expiration Date is subject to a new agreement or a written renewal of this MOU. Notwithstanding same, HCCC shall have the right to terminate this MOU immediately without penalty or obligation to Seraph and Sons if Seraph and Sons does not receive the License by [INSERT DATE].

5. Each Party Responsible for Their Own Actions

Each party shall remain responsible and liable for their own actions and for the actions of any other individual or entity for whom they are responsible.

6. Confidentiality

This MOU and the matters discussed herein and the information provided by Seraph and Sons to HCCC in connection herewith (collectively, "Confidential Information") are confidential. HCCC shall not disclose any Confidential Information to third parties. For the purposes of this MOU, Confidential Information shall include all information or material that reasonably has or could have commercial value or other utility in the business in which Seraph and Sons is engaged, any personally identifiable information, including any information regarding students, and any information marked by HCCC as confidential. Notwithstanding same, any information or documentation which is required to be disclosed pursuant to applicable law, including, without limitation, New Jersey's Open Public Records Act, subpoena, judicial process, or requirement or order of any court or governmental authority, shall not be considered Confidential Information and may be disclosed by recipient.

7. Binding Obligation

The terms of this MOU shall be binding until same is terminated or replaced with a separate agreement.

8. Fees/Costs

Fees and/or costs for any program will be determined by the parties on a case-by-case basis. Any agreement on fees and/or costs shall be memorialized in writing and signed by the parties as an amendment to this MOU.

9. Provisions and Amendments

This MOU constitutes the entire agreement between the Parties related to the Program. Any amendments to this MOU must be in writing and signed by both Parties.

10. Choice of Law/Dispute Resolution

This MOU shall be subject to, and interpreted in accordance with, the laws of the State of New Jersey, without regard to New Jersey's conflicts of laws, rules or principles. All disputes between the parties arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey venued in Hudson County, New Jersey.

11. Affirmative Action

As applicable, Seraph and Sons agrees to comply with the requirements of New Jersey's Mandatory Equal Employment Opportunity Language, a copy of which is annexed hereto.

12. Records Retention

Pursuant to N.J.A.C. 17:44-2.2, Seraph and Sons shall maintain all documentation related to products, transactions or services under this MOU for a period of five years. Such records shall be made available to HCCC and New Jersey Office of the State Comptroller upon request.

Agreed to as of the dates set forth below:

Name
Title
Seraph and Sons, LLC

Dr. Christopher M. Reber
President
Hudson County Community College

Date

Date



MEMORANDUM OF UNDERSTANDING

December 1, 2023 – April 30, 2025

The Memorandum of Understanding (“MOU”) is made between Hudson County Community College (“HCCC”), a New Jersey nonprofit organization with offices located at 70 Sip Avenue, Jersey City, New Jersey, and Golden Door Dispensary, LLC, a New Jersey Limited Liability Company with offices located at 638 Newark Avenue, Floor 1, Jersey City, New Jersey (collectively, HCCC and Golden Door Dispensary, LLC shall be called the “Parties” or each individually, a “Party”). The Parties agree to the following:

1. Description

The purpose of this MOU is for HCCC and Golden Door Dispensary, LLC to work together to mutually support each organization’s mission. HCCC and Golden Door Dispensary, LLC, will work collaboratively to support students and community residents in Hudson County. This will include internships, employment opportunities, workshops, training programs, scholarships, and events. HCCC will work with its staff, students, faculty, and partners to support initiatives. Golden Door Dispensary, LLC, will work with management, ownership, staff, and other partners to support initiatives. Both HCCC and Golden Door Dispensary, LLC, will share resources to support the Hudson County community.

2. Roles and Responsibilities

During the term of this MOU, and any renewals or extensions thereof, it is agreed that the following will be the roles and responsibilities of the Parties. All activities shall remain compliant with N.J.A.C. 17:30, and all other applicable laws, regulations, ordinances and codes.

Golden Door Dispensary, LLC

- a. Work collaboratively with HCCC to support students and community residents in Hudson County to benefit from Cannabis legalization.
- b. Provide internship/externship and employment opportunities for students completing HCCC Cannabis courses, within 60 days of retail store opening.
- c. Collaborate with HCCC on Cannabis-related workshops, training programs, and events.
- d. Leverage Golden Door Dispensary, LLC's resources to promote HCCC Cannabis programs.
- e. Contribute to a Cannabis Scholarship Fund for students from Hudson County directly or through support of Foundation events.

HCCC

- a. Work collaboratively to support students and community residents in Hudson County to benefit from Cannabis legalization.
- b. Offer cannabis education and training programs for students to prepare them for work.
- c. Partner with Golden Door Dispensary, LLC, to plan and offer events for the Hudson County community.
- d. Promote jointly sponsored Cannabis-related workshops, training programs, and events.

3. Term

The term of this agreement is for the period December 1, 2023 – April 30, 2025. Any continuation beyond the Expiration Date is subject to a new agreement or a written renewal of this MOU. Either party may terminate this Agreement upon providing sixty (60) days' prior written notice to the other party. Termination of this Agreement shall not relieve a party of any obligation incurred (or which should have been incurred) prior to the date of termination. The termination will be effective at the end of the then current semester in which the termination becomes effective and students then participating in internships/externships shall continue their respective internship/externship until the termination becomes effective.

4. Each Party Responsible for Their Own Actions

Each party shall remain responsible and liable for their own actions and for the actions of any other individual or entity for whom they are responsible, including, without limitation, employees, contractors, suppliers, vendors, agents and representatives.

5. Fees/Costs

Fees and/or costs for any program will be determined by the parties on a case-by-case basis. Any agreement on fees and/or costs shall be reduced to writing and signed by the parties as an amendment to this Agreement.

6. Provisions and Amendments

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

7. Choice of Law/Dispute Resolution

This MOU shall be subject to, and interpreted in accordance with, the laws of the State of New Jersey, without regard to New Jersey's conflicts of laws, rules or principles. All disputes between the parties arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey venued in Hudson County, New Jersey.

8. Affirmative Action

As applicable, Golden Door Dispensary, LLC agrees to comply with the requirements of New Jersey's Mandatory Equal Employment Opportunity Language set forth as Exhibit A below.

9. Records Retention

Pursuant to N.J.A.C. 17:44-2.2, Golden Door Dispensary, LLC shall maintain all documentation related to products, transactions or services under this MOU for a period of five years. Such records shall be made available to HCCC and New Jersey Office of the State Comptroller upon request.

Agreed to as of the dates set forth below:

Name
Title
Golden Door Dispensary, LLC

Dr. Christopher M. Reber
President
Hudson County Community College

Date

Date

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.



MEMORANDUM OF UNDERSTANDING

January 1, 2024 – April 30, 2025

The Memorandum of Understanding (“MOU”) is made between Hudson County Community College (“HCCC”), a New Jersey nonprofit organization with offices located at 70 Sip Avenue, Jersey City, New Jersey, and KushKlub NJ, a New Jersey limited liability company, with offices located at 550-560 Tonnelle Avenue, Jersey City, New Jersey (collectively, the HCCC and KushKlub NJ shall be called the “Parties” or each individually, a “Party”). The Parties agree to the following:

1. Description

The purpose of this MOU is for HCCC and KushKlub NJ to work together to mutually support each organization’s mission. HCCC and KushKlub NJ will work collaboratively to support students and community residents in Hudson County by providing internships, employment opportunities, workshops, training programs, scholarships, and events. HCCC will work with its staff, students, faculty, and partners to support these initiatives. KushKlub NJ, will work with its management, ownership, staff, and other partners to support these initiatives. Both HCCC and KushKlub NJ, will share resources to support the Hudson County community.

2. Roles and Responsibilities

During the term of this MOU, and any renewals or extensions thereof, it is agreed that the following will be the roles and responsibilities of the Parties.

KushKlub NJ

- a. Work collaboratively with HCCC to support students and community residents in Hudson County to benefit from Cannabis legalization.
- b. Provide internship/externship and employment opportunities for students completing HCCC Cannabis courses, within 60 days of retail store opening.

- c. Collaborate with HCCC on Cannabis-related workshops, training programs, and events.
- d. Use KushKlub NJ's resources, financial and otherwise, to promote HCCC Cannabis programs.
- e. Contribute a Cannabis Scholarship Fund for students from Hudson County of a minimum of \$10,000 each year. The contribution shall be made no later than thirty (30) days following execution of this MOU.

HCCC

- a. Work collaboratively to support students and community residents in Hudson County to benefit from Cannabis legalization.
- b. Offer cannabis education and training programs for students to prepare them for work.
- c. Partner with KushKlub NJ, to plan and offer events for the Hudson County community.
- d. Promote jointly sponsored Cannabis-related workshops, training programs, and events.

3. Term

The term of this agreement is for the period January 1, 2024 – April 30, 2025. Any continuation beyond the Expiration Date is subject to a new agreement or a written renewal of this MOU. Either party may terminate this Agreement upon providing sixty (60) days' prior written notice to the other party. Termination of this Agreement shall not relieve a party of any obligation incurred (or which should have been incurred) prior to the date of termination. The termination will be effective at the end of the then current semester in which the termination becomes effective and students then participating in internships/externships shall continue their respective internship/externship until the termination becomes effective.

4. Each Party Responsible for Their Own Actions

Each party shall remain responsible and liable for their own actions and for the actions of any other individual or entity for whom they are responsible including, without limitation, employees, contractors, suppliers, vendors, agents and representatives.

5. Fees/Costs

Fees and/or costs for any program will be determined by the parties on a case-by-case basis. Any agreement on fees and/or costs shall be reduced to writing and signed by the parties as an amendment to this Agreement.

6. Provisions and Amendments

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

7. Choice of Law/Dispute Resolution

This MOU shall be subject to, and interpreted in accordance with, the laws of the State of New Jersey, without regard to New Jersey's conflicts of laws, rules or principles. All disputes between the parties arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey venued in Hudson County, New Jersey.

8. Affirmative Action

As applicable, KushKlub NJ agrees to comply with the requirements of New Jersey's Mandatory Equal Employment Opportunity Language, a copy of which is set forth below.

9. Records Retention

Pursuant to N.J.A.C. 17:44-2.2, KushKlub NJ shall maintain all documentation related to products, transactions or services under this MOU for a period of five years. Such records shall be made available to HCCC and New Jersey Office of the State Comptroller upon request.

Agreed to as of the dates set forth below:

Name
Title
KushKlub NJ

Dr. Christopher M. Reber
President
Hudson County Community College

Date

Date

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Agreement Between
Hudson County Community College
and
New Jersey Reentry Corporation
January 1, 2024- December 31, 2026

This Agreement effective as of January 1, 2023 is between Hudson County Community College (HCCC) with offices located at 70 Sip Avenue, Jersey City, New Jersey 07306 and the New Jersey Reentry Corporation (NJRC), headquartered at 591 Summit Avenue, Suite 605B, Jersey City, New Jersey 07306. (HCCC and NJRC are each individually a “party” and collectively “parties”)

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

Description

HCCC and the NJRC have established a partnership to provide virtual GED preparation statewide for NJRC clients. This training is in addition to the provision of instruction by HCCC faculty in credit-bearing degree and certificate programs and the provision of Continuing Education and Workforce Development (CEWD) courses and programs at the NJRC Governors’ Training and Employment Center located at 195 Campus Drive, Kearny, NJ 07032.

I. Purpose and Goals

The primary objective of the Agreement for Partnership is to establish a partnership whereby HCCC agrees to provide a virtual GED program for NJRC clients statewide. The instruction will be offered through GEDWorks™ and supported by an HCCC Student Success Coach. The cost for the program in 2024 for 39 students will be \$20,000. The cost for the program in subsequent years will be determined at the time of renewal.

II. Institutional Responsibilities

1. HCCC will procure GEDWorks™ and identify a Student Success Coach. The GED preparation program will be delivered virtually.
2. NJRC will identify students to enroll in the GED preparation program. Students must attend an in-person session prior to beginning the GED preparation program conducted by HCCC. Initial recruitment is the purview of the NJRC. The number of students admitted to the program will be capped at 39.
3. NJRC must provide contact information for all students who will enroll in the GED preparation program.
4. HCCC will arrange with NJRC for the administration of the CASAS Test (or a comparable test), to determine literacy levels prior to enrollment in the GED preparation course.
5. GEDWorks™ licenses are not refundable or transferrable.
6. HCCC and NJRC are authorized to exchange pertinent student information, which information shall be kept confidential except as necessary to comply with the requirements of this Agreement .

7. Each party shall be responsible for its actions as well as the actions of its members. Each party agrees to defend, indemnify and hold the other party harmless from any and all damages incurred by, or claims brought against, the other party, its employees, administrators, trustees, agents and representatives, in connection with any actions or omissions that may result from participation, instruction, or other student or NJRC client interaction.
8. During the term of this Agreement, each institution hereby grants to the other institution a non-exclusive and non-transferable right, to use and display the other institution's name and/or logos in print publications in connection with the promotion and implementation of this Agreement. All promotional and/or marketing materials created or used by either institution will be pre-approved by the other institution prior to dissemination; such approval not to be unreasonably withheld.
9. Each institution will designate in writing an employee who will serve as the point of contact for the administration of this agreement.

III. Payment

1. NJRC shall be responsible for providing payment for the program. Payment of the full \$20,000 is due upon signing of the agreement. This Agreement will be funded utilizing funds received from the The Sommer Family Foundation.

I. Responsibilities of Parties

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

II. Dispute Resolution

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

III. Governing Law

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

IV. Assignment

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

V. Notices

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

As to NJRC:

NJRC
195 Campus Drive
Kearny, New Jersey 07032
Attention: Robert Carter, Director of Operations
cc: Rahat A. Chatha, General Counsel
New Jersey Reentry Corporation
591 Summit Avenue, Suite 605B
Jersey City, NJ 07306

As to the College:

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

VI. Provisions and Amendments

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

VII. Agreement Review

The term of this Agreement shall be for three years, from January 1, 2024 through December 31, 2026. HCCC will notify NJRC of curricular changes upon institutional approval. Prior to the expiration of this Agreement, the Parties shall meet to review the terms of the Agreement for the purposes of entering into a new agreement.

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

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

This Agreement may be terminated by either Party upon ninety (90) days' written notice to the other Party.

VIII. General Provisions:

- a. Neither party shall have the right to assign this agreement without the prior written consent of the other party.
- b. This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. No modification hereof shall be binding upon any of the parties hereto unless made in writing and signed by the parties.
- c. The parties are not and shall not be considered partners and are not agreeing to a joint venture. The execution of this agreement does not, and shall not, constitute a partnership or a principal/agent relationship between the parties hereto.
- d. Each party represents to the other that the persons signing this agreement have the full authority to do so.
- e. The parties may execute this agreement in counterparts, each of which shall have full legal force and effect.
- f. If any provision of this agreement shall be held invalid by a court of law for any reason, the remaining provisions shall remain in full force and effect.
- g. This agreement may not be waived, changed, modified, or altered, except by an instrument signed by both parties, unless otherwise provided for in this agreement

X. Signatures

New Jersey Reentry Corporation

Hudson County Community College

By: _____
Governor James McGreevey, Chairman

By: _____
Dr. Christopher M. Reber, President

Date

Date

SciTech Scity

Academic Partner Cooperation Agreement

This Academic Partner Cooperation Agreement (this “Agreement”) is effective as of September 1, 2023 (the “Effective Date”) by and between HUDSON COUNTY COMMUNITY COLLEGE with an office located at 70 Sip Avenue, Jersey City, New Jersey 07306 (“Academic Partner”) and SciTech Scity, LLC, a New Jersey limited liability company wholly-owned by Liberty Science Center, Inc., a New Jersey nonprofit corporation (“LSC”), with an office located at 222 Jersey City Boulevard, Jersey City, New Jersey 07350 (“STS”).

Overview:

Located in the heart of NY harbor in Jersey City, near the Statue of Liberty, and building on the exposure to 800,000 annual visitors to Liberty Science Center and six million to Liberty State Park, SciTech Scity will be a unique innovation hub for driving a new type of open innovation. SciTech Scity’s overall mission is to advance the use of science to tackle the most pressing challenges of our time: Healthcare, Planetcare, and AI/Enabling Technologies.

The goal is to forge a public-private alliance of leading innovators and set up a comprehensive innovation and entrepreneurship program across the following focus areas:

1. **Thought leadership** bringing together preeminent innovators in the fields of science and technology through industry conferences, business roundtables, workshops and speaker series;
2. **Research, showcasing, and innovation** leveraging LSC, the Edge Works Exhibition and Conference Center, the residential housing at Scholar’s Village, the Sheba Liberty ARC HealthSpace 2030, and the SciTech Scity campus more broadly;
3. **Entrepreneurship** including collaborative R&D efforts, student innovation challenges with the full network of academic partners, and a Venture Studio operated at SciTech Scity with the goal of creating and launching new companies.

SciTech Scity is creating a vibrant ecosystem of leading innovators from the public, private, and academic sectors. Below is the general outline for the alternative formats for participation of HUDSON COUNTY COMMUNITY COLLEGE as an Academic Partner in the broader SciTech Scity programming.

Nature of the Participation:

Academic Partners have a wide range of opportunities for engaging in the SciTech Scity Innovation program in multiple interdisciplinary fields, including Healthcare, Planetcare and AI/Enabling Technologies. This includes, but is not limited to:

- **Thought leadership programming** with keynote speaking events, panel discussions, workshops, roundtables etc. to help bridge the gap between different industry verticals, the public and private sectors, industry and academia, etc.;

- **A live ‘test-bed’ and showcase for technologies** at Edge Works and SciTech Scity by contributing research ideas, products, and resources;
- **Collaborative research efforts and grants** by cooperating with SciTech Scity and other public, industry, and academic partners to accelerate the progress and adoption of innovation while sharing risks, costs, and benefits;
- **Joint fellowships or internships** for students across all disciplines to encourage a cross-pollination of ideas. These experiences could offer students a chance to work on real-world problems in a collaborative setting, with guidance from both academic and industry professionals;
- **Student/public innovation challenges and Venture Studio** by contributing talent, emerging startups, expertise, and mentorship;
- **Workforce development programs** in cooperation with SciTech Scity corporate partners to address some of the most critical workforce needs while creating career pathways for students;
- **Other innovation and community impact initiatives** that are synergistic with the SciTech Scity mission.

Anticipated Benefits of Collaboration:

SciTech Scity intends to foster a vibrant ecosystem of innovation and collaboration, driving growth and success for all stakeholders involved. In accordance with their role, Academic Partners will benefit from:

- Enhanced reputation and visibility for being at the forefront of cutting-edge innovation and research through the combined LSC and SciTech Scity platforms;
- Access to a rich ecosystem of leading innovators from both the public and private sector, to open the gateway to a wide range of growth opportunities including partnerships and alliances, policymaking, driving commercialization & adoption, etc.;
- The chance to expand channels to commercialize their intellectual property by access to a broader set of resources and teaming with SciTech Scity’s professional innovation partners;
- Preferred access to SciTech Scity’s cutting-edge innovation facilities for showcasing, development and product testing;
- Preferred access to invest in, or collaborate with, startups emerging from the SciTech Scity Innovation Engine;
- Access to real-world, hands-on learning opportunities for students;
- Exposure and professional development for faculty.

Operating Commitment:

While the day-to-day activities of the SciTech Scity Innovation Engine will be managed by a dedicated team of professional operators, for the ecosystem to succeed Academic Partners are expected to designate one or more individuals with relevant expertise to act as liaison(s) to their respective organizations, provide strategic input, identify areas of collaboration and establish effective communication channels with their organizations. For example, these individuals are encouraged to help drive awareness for opportunities for faculty and students to engage in the SciTech Scity programming. In addition, Academic Partners are encouraged to contribute ideas,

speakers and researchers to the thought leadership program, and resources and content experts to the innovation challenges, venture studio and business program.

Branding:

Academic Partner, HUDSON COUNTY COMMUNITY COLLEGE will receive recognition in relevant press, media, and events in ways that enhance its brand and demonstrate its commitment to innovation and its support of new ideas and technologies. The specific targets for such opportunities will be developed collaboratively to most closely reflect HUDSON COUNTY COMMUNITY COLLEGE's priorities and to efficiently leverage the joint efforts involved.

Term:

This agreement will remain in place from September 1, 2023, until such time as it is revoked by either party on 30 days notice.

In witness whereof, authorized representatives have executed this Agreement.

SCITECH SCITY, LLC

By: _____

Name: _____

Title: _____

Date: _____

HUDSON COUNTY COMMUNITY COLLEGE

By: _____

Name: _____

Title: _____

Date: _____

**Agreement Between
Hudson County Community College
and
International Brotherhood of Electrical Workers Local 164
January 1, 2024- December 31, 2026**

Description

Hudson County Community College (“HCCC” or “College”) and the International Brotherhood of Electrical Workers Local 164 (“IBEW” or “IBEW Local 164”) have established a partnership to provide education and training to IBEW Local 164 members. The partnership includes granting HCCC college credits for demonstrated academic proficiency in the study of Construction Management acquired by persons who are apprentices and have completed at least Year 2 of the 5-year apprenticeship program with the Electrical Training Alliance IBEW - NECA program, and the provision of continuing education classes at the IBEW Training Facility.

Partnership Activity 1: Articulation Agreement

I. Purpose and Goals

The primary objective of the Agreement for Partnership Activity 1 is to provide articulation with the IBEW Local 164 and HCCC, granting College credits for demonstrated academic proficiency in the study of Construction Management acquired by persons who are apprentices and have completed at least Year 2 of the 5 year apprenticeship program with the Electrical Training Alliance IBEW - NECA program.

The IBEW apprenticeship program has an extensive curriculum that is accredited by the American Council on Education. The program includes work in electrical circuits, the physics of electricity, electrochemistry, mathematics through trigonometry, use of design software, engineering graphics, and aspects of material science.

The curriculum at IBEW is developed and approved by the Electrical Training Alliance. The Electrical Training Alliance curriculum is a five-year curriculum with core competencies that must be learned within each curriculum year. The five-year curriculum identifies the number of granted college credits for each learning lesson within the annual curriculum. The primary instructional format is in the form of classroom instruction. The training occurs over a period of five years with an average of twelve core competency lessons per year. In order to move from one level of learning to the next, apprentices must demonstrate established

levels of proficiency in each of the standardized curriculum's functional areas of instruction by passing written examinations.

The College awards an Associate in Applied Science (AAS) degree in Construction Management.

It is hoped that the College credits awarded by this Agreement will inform and encourage graduates of the Electrical Training Alliance curriculum to pursue the educational and career advancement opportunities that matriculation at the College will provide, as well as afford such persons the ability to expedite the successful completion of their degree requirements.

II. The Transfer Articulation Application Process and Procedures

IBEW Local 164 and HCCC enter into this Articulation Agreement and agree as follows:

1. Subject to adherence to the criteria and procedures listed herein, students who successfully complete the Electrical Training Alliance IBEW - NECA apprenticeship will be awarded credits at the College for the following courses:

Course	Code	Credits
College Algebra	MAT 100	3
Introduction to Engineering Science and Calculation	CNM 120	4
Introduction to Physical Science	SCI 101	3

2. In order to receive the 10 credits at the College described in the preceding paragraph, students must: (a) be admitted to the College, (b) be matriculated in the College's Construction Management program, and (c) present to the Registrar an official document indicating enrollment in the Electrical Training Alliance IBEW-NECA. To be eligible to receive the 10 credits described in paragraph 1 herein, students must be currently enrolled in the Electrical Training Alliance program.
3. The 10 credits identified in paragraph 1 herein will be reflected on the College transcript as "Credit by Examination", in the same manner as credits obtained through other external standardized examinations, such as the College Level Examination Program (CLEP), and such credits will not be counted in computing a student's Grade Point Average (G.P.A.).

4. The policies reflected in this Agreement apply only to the College's records. In the case of transfer to another institution of higher education, the acceptance of all credits awarded by this Agreement will be in accordance with the prevailing policies of the receiving institution.
5. Transfer of credits earned at other institutions of higher education, by examination, or other assessment of prior learning shall adhere to HCCC Transfer Policy.
6. No tuition or fees will be charged to any student for the credits earned by articulation pursuant to this Agreement.
7. Appropriate members of the faculties of the College and representatives of IBEW Local 164 will meet annually to address areas of mutual concern, including but not limited to, sharing of recommendations regarding the content and implementation of this Agreement, and curriculum and programmatic changes. The minutes of this annual meeting will be provided to the appropriate Dean, the Chief Academic Officer, and the College's Construction Management Advisory Committee.

III. Institutional Responsibilities

IBEW Local 164 and the College agree to promote the Articulation Program in appropriate publications and at recruitment and outreach activities.

1. IBEW Local 164 and the College agree to cooperate in communicating with each other and with their common and respective communities concerning the relationship between the two institutions. IBEW Local 164 and the College agree to acknowledge and recognize the articulation programs on each institution's website and via other marketing and publicity methods.
2. IBEW Local 164 and the College agree to promptly communicate with each other any future curriculum changes, policy changes or resident credit requirements that will affect this agreement.
3. Each institution will designate in writing an employee who will serve as the point of contact for the administration of this agreement.

IV. Agreement Review

1. IBEW Local 164 and the College will notify one another of curricular changes upon institutional approval. This Agreement will continue in effect and will be automatically renewed from academic year to academic

year, for up to three years. After the initial three-year period is up, the Agreement may only be extended by entering into a new written agreement or written amendment to this Agreement. Notwithstanding same, either IBEW Local 164 or the College may withdraw from this Agreement upon written notification to the other party at the end of any academic year of the College.

2. This Agreement shall be reviewed and modified, as needed, every three years by officials at IBEW Local 164 and the College.
3. This agreement represents the entire agreement between IBEW Local 164 and the College through their authorized agents and will be deemed fully executed on the date of the last signature. All negotiations, oral agreements, and understandings are merged herein and any change(s) in the terms must be made in writing and signed by all parties.

Partnership Activity 2: Continuing Education Classes

I. Purpose and Goals

The primary objective of the Agreement for Partnership Activity 2 is to establish a partnership between the HCCC's Division of Continuing Education and Workforce Development (CEWD) and IBEW Local 164 whereby HCCC CEWD will deliver continuing education classes at the IBEW Local 164 Training Facility ("Facility").

II. Institutional Responsibilities

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

IBEW Local 164

- a) IBEW Local 164 will consult with HCCC to determine the training course subject(s) and scheduling.
- b) IBEW Local 164 agrees to provide a classroom for training onsite at the Facility for use by HCCC CEWD.
- c) IBEW Local 164 agrees to recruitment and notification of members to assure that members are in attendance at the assigned times.
- d) IBEW Local 164 shall be responsible for its actions as well as the actions of its members and anyone taking classes. IBEW Local 164 agrees to defend, indemnify and hold HCCC harmless from any and all damages incurred by, or third-party claims brought against, HCCC, its employees, administrators, trustees, agents and representatives, in connection with any actions or omissions that may result from participation, instruction, or other student or IBEW member interaction.

HCCC CEWD

- a) HCCC CEWD agrees to consult with IBEW Local 164 regarding training course offerings.
- b) HCCC CEWD will provide classroom-based instruction in subject areas requested by IBEW Local 164.
- c) HCCC CEWD will hold the training classes at the Facility located at 65 W Century Rd, Paramus, NJ 07652 (with option to online/remote learning).
- d) HCCC CEWD will develop and/or provide curricula for each training class requested.
- e) HCCC CEWD will record and maintain student attendance.
- f) HCCC CEWD will provide final evaluations and certificate of completion for those who successfully complete the program.

III. Invoicing

- a. Prices for each course will be determined by HCCC and presented to IBEW Local 164 for approval along with a course outline.
- b. HCCC CEWD will invoice International IBEW 164 upon completion of the training course.
- c. IBEW Local 164 will pay invoices within 30 days of receipt. Payments not received within that timeframe shall be subject to a late payment fee of one percent (1%) per month.

IV. Dispute Resolution

Any and all claims, disputes or other matters in question between the College and IBEW 164 arising out of or relating to this Agreement, the services provided thereunder, or alleged breach thereof, shall be subject to and determined exclusively by the Superior Court of New Jersey venued in Hudson County, New Jersey.

V. Governing Law

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

VI. Assignment

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

VII. Notices

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

As to IBEW:

IBEW Local 164 JATC
65 W. Century Rd
Paramus, New Jersey 07652
Attention: Warren M. Becker, Training Director

As to the College:

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

VIII. Independent Contractors

The Vendor is and shall perform its services under this Agreement as an independent Vendor and not as the College's agent, partner or joint venture. The Vendor is employed to render the services only, as specified herein, and any payments made by the College are compensation solely for such services rendered.

Partnership Agreement 1 and 2:

I. Provisions and Amendments

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

II. Term

It is further understood that the term of this agreement is for the period of January 1, 2024 – December 31, 2026 and shall not automatically renew. Any continuation, renewal or extension is subject to a new agreement.

International Brotherhood
of Electrical Workers Local 164

By: _____

Date

Hudson County Community College

By: _____
Dr. Christopher M. Reber, President

Date

COLLEGE READINESS NOW X PROJECT
OF THE NEW JERSEY COUNCIL OF COUNTY COLLEGES
Supported by the New Jersey Office of the Secretary of Higher Education

COLLEGE READINESS NOW X PROJECT AGREEMENT

BETWEEN

THE NEW JERSEY COUNCIL OF COUNTY COLLEGES, NJCCC

and

HUDSON COUNTY COMMUNITY COLLEGE, Recipient

I. RECITALS

The New Jersey Council of County Colleges and the Office of the Secretary of Higher Education have entered into a Memorandum of Understanding for the implementation of the College Readiness Now X Project. Commencing in July 2023 and concluding no later than August 20, 2024, approved projects will be established between community colleges and selected local school districts. By entering into this Project Agreement the Recipient agrees to be bound by the terms and conditions set forth or referenced in the Memorandum of Understanding and this Project Agreement including the program goals, programmatic responsibilities, funding, audit requirements, recordkeeping and retention, and grant acknowledgments in dissemination of project materials.

II. DEFINITIONS

The following terms shall have the meanings described below:

“NJCCC” shall mean the New Jersey Council of County Colleges.

“OSHE” shall mean the New Jersey Office of Secretary of Higher Education.

“Recipient” shall mean the County College receiving funds.

“MOU” shall mean the Memorandum of Understanding (master grant agreement) entered into between the OSHE and NJCCC.

“RFP” shall mean the Request for Proposals issued by NJCCC.

“Recipient Proposal” shall mean the written proposal submitted by Recipient in response to the RFP and approved by the OSHE.

III. PROJECT CONTRACT PROVISIONS INCORPORATED BY REFERENCE

The MOU provides project contract provisions and conditions between the State of New Jersey, Office of the Secretary of Higher Education and the New Jersey Council of County Colleges. The terms of this Project Agreement remain subject to compliance with the terms and conditions of the MOU, the RFP, and the Recipient’s Proposal.

IV. DOCUMENTATION REQUIREMENTS

Recipient will maintain records that adequately identify the source and application of funds, the services rendered, and the individuals served. Recipient will provide source documents to the NJCCC within five (5) working days of request. Source documents include both program and accounting records. Program source documents include but are not limited to student contact and enrollment forms; event/session/seminar sign-in sheets; course attendance records; program schedules; event evaluation forms; and diagnostic instruments and results. Accounting source documents include, but are not limited to, general ledgers, paid bills, cancelled checks, payrolls, and time and attendance records.

Recipient will maintain and make available for audit purposes project personnel records to document calculations of time and effort expended to implement Recipient’s Proposal.

V. PROGRAM PRIORITY

Using an assessment tool, Recipient's Proposal must identify students in the 9th, 10th, 11th, and/or 12th grade who are not likely to be college ready in math and/or English (and college ready students if using an accelerated learning approach) by the time of high school graduation. Recipient shall be responsible for defining and documenting the methodology utilized to identify students who are living below the applicable poverty line, and who shall be given the highest priority.

VI. PROJECT OR BUDGET MODIFICATIONS

Upon approval by the NJCCC, Recipient may transfer up to \$10,000 of the Grant Sum within the line items of the project budget. Transfers exceeding \$10,000 require approval from OSHE.

VII. GRANT FUNDING

Subject to program approval by the NJCCC, the NJCCC has allocated and will pay Recipient the sum of \$54,697 ("Recipient's Grant Award") toward funding of Recipient's approved project budget. Recipient's Grant Award will be paid by the NJCCC upon successful submission of the Grant Reimbursement Form. Recipient agrees to promptly notify the NJCCC in writing in the event it becomes apparent that Recipient will not require or expend the full Grant Award for Recipient's project. Upon receipt of such notification the NJCCC reserves the right to reallocate the excess Grant Award to College Readiness Now X projects approved by OSHE to other community colleges. All Grant Award monies must be spent and accounted for by June 30, 2024.

Recipient agrees that any funds received under this Grant Award will not be used to supplant funds normally budgeted for programs or services of the same or similar type.

X. PROGRAM GOALS AND RECIPIENT PROGRAMMATIC RESPONSIBILITY

A. Using an assessment tool, colleges must identify students in the 9th, 10th, 11th and/or 12th grade who are not likely to be college ready in math and/or English (and college ready students if using an accelerated learning approach) by the time of high school graduation. Highest priority must be given to students who are living below the poverty line applicable to the individual's family size (as determined under section 673(2) of the Community Service Block Grant Act).

B. Colleges must incorporate a student success component into the program such as a student success course, series of workshops, or equivalent, to expose students to the college experience, assist students with developing effective study strategies, and engage in career exploration.

C. Colleges must implement the program between July 1, 2023 and August 20, 2024. All monies must be spent or encumbered by June 30, 2024.

D. Colleges must complete interim and final reports that provide the following information: numbers of students served at each school, high school partners, program overview, financial records, and evaluation of program effectiveness.

E. Colleges must provide the program at no cost to the student.

X. INTERIM AND FINAL STATUS REPORTS

No later than March 1, 2024 Recipient shall submit in writing to the NJCCC an interim project status report utilizing the report template furnished by the NJCCC. No later than August 31, 2024 Recipient shall submit in writing to the NJCCC a final project status report utilizing the report template furnished by the NJCCC.

The reports shall describe (a) the extent to which Recipient's Proposal has been implemented, (b) itemization by category of the grant related expenditures to date, (c) information about the students served and partner schools, (d) the methods used to identify students living below the poverty level, (e) the methodology for serving them, topics presented, success rates, (f) enrollment data of students and (f) evaluation of the impact of the project on the college readiness of the student participants.

X. DISSEMINATION

All public events, activities, curricular materials, press releases and other documents produced with these funds, or describing the College Readiness Now X project must clearly state:

1. The College Readiness Now X funding is administered by the OSHE and the OSHE is a partner in the "College Readiness Now X" project.
2. Any publication, including web pages and recruitment materials, shall contain the following statement:

"The contents of this (insert type of publication; e.g. book report, film) were developed under a grant from the State of New Jersey that is administered by the New Jersey Office of the Secretary of Higher Education (OSHE). However, these contents do not necessarily represent the policy of the State of New Jersey or the OSHE, and you should not assume endorsement by State Government."

XI. TERM

The term of this College Readiness Now X Project Agreement shall be from the date it is signed by both parties to June 30, 2024. The grant funding cycle runs from July 1, 2023 - June 30, 2024. However, programs can extend until August 20, 2024 as long as funds are expended or encumbered by June 30, 2024.

XII. AMENDMENT

No amendment to this College Readiness Now X Project Agreement shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Project Agreement to be duly executed by their respective authorized officers.

NEW JERSEY COUNCIL OF COUNTY COLLEGES

By _____
Aaron R. Fichtner, President

HUDSON COUNTY COMMUNITY COLLEGE

By _____
Christopher Reber, President



**AGREEMENT BETWEEN HUDSON
COUNTY COMMUNITY COLLEGE
AND
HUDSON COUNTY SCHOOLS OF
TECHNOLOGY FOR
THE DELIVERY OF DUAL CREDIT
INSTRUCTION IN COMPUTER
PROGRAMMER, GENERAL
FOR ACADEMIC YEAR 2023-24**

This Agreement between the Hudson County Community College (HCCC) and the Hudson County Schools of Technology (HCST) is for the purposes of HCCC providing dual credit instruction in selected courses for high school students enrolled in eligible programs of study in HCST high schools. HCST students enrolled in HCCC classes will have the opportunity to earn HCCC credits for selected college courses taught by their high school instructors during or after school as part of their regular teaching responsibilities.

Faculty Qualifications and Responsibilities

1. High school instructors teaching HCCC courses as part of the high school curriculum are required to meet the minimum educational requirements in the subject area(s) being taught or in a closely related discipline and must receive approval from the HCCC faculty coordinator or Dean responsible for that subject area prior to the commencement of instruction.
2. High school instructors teaching HCCC courses must follow the HCCC curricula, utilize required texts, maintain required minimum instructional hours (i.e., 750 minutes per credit), administer HCCC exams and submit both grades and attendance reports to HCCC by specified dates.
3. Class observation(s) will be conducted by HCCC supervisor(s). HCCC reserves the right to remove approvals of HCST instructors who do not meet HCCC standards of instruction.

Provision for Alternate Scheduling and Registration

Instruction for each approved course on HCST campuses may follow the high school schedule as it relates to start-and-end dates and frequency, as long as the required minimum instructional hours and all course outcomes are met.

Student Enrollment

1. Selection for participation in the courses covered under this agreement will initially be determined by HCST, provided that all selected students meet all course pre-and-co-requisites of HCST and HCCC. HCST will select students who demonstrate a proficiency for college-level work and a reasonable chance for successful completion. HCCC Course pre-and-co-requisites may be waived with prior approval of the HCCC faculty coordinator

or Dean responsible for that subject area.

2. HCCC will arrange with HCST for the administration of the College Placement Test for selected students and students must meet the minimum scores required by each applicable HCCC academic division to qualify to take specific HCCC courses. Students who do not meet the minimum requirements in both items 1 and 2 shall not be permitted to participate in the courses covered under this agreement. However, such students will be permitted to take required developmental and/or pre-requisite courses for the below listed course at the same tuition rates listed below.
3. Participating students must complete the HCCC Early College online application and student agreement form within the time frames established by HCCC. HCST will submit completed student agreement forms, signed by the participating student's school counselor and each student's parent or guardian, to Office of Early College Programs. Participating students shall comply with and be subject to all HCCC policies applicable to HCCC students.
4. HCCC does not guarantee that any credits earned will be transferable to another institution. Whether or not to accept those credits is determined by the policies and procedures of the accepting institution.
5. HCCC and HCST are authorized to exchange pertinent student information. Such information shall be considered confidential and shall not be disclosed except to the extent required by law or for a party to fulfill its obligations under this Agreement. HCCC will forward final grades for participating students to the high school administration upon completion of the semester and payment of all fees and tuition required by this agreement.

Courses for AY (2023-2024)

Selected students may enroll in the following courses to be offered during the 2023-24 academic year.

- CSC-101 Scientific Programming (3 Credits)
- CSC-111 Computer Science I (3 Credits)
- CSC-115 Programming in C++ for Comp Science (3 Credits)
- CSC-117 Java Programming (3 Credits)
- CSC-118 Python Programming (3 Credits)

Fiscal Arrangement

- A. HCCC shall directly invoice students for participating tuition in accordance with the following charges and terms for the 2023-24 academic year:
 1. For courses taught by approved high school instructors during the school day as part of their regular teaching responsibilities, students will be required to pay HCCC tuition of \$38.75 per credit.
 2. For courses taught by HCCC faculty during or after the school day, students will be required to pay HCCC tuition of \$77.50 per credit.

- B. A student's failure to timely pay an invoice may result in the student being prohibited from registering for future classes, holds on grades and transcripts, and the possible referral of the bill for collections. Invoices shall reflect enrollment through the posted withdrawal dates based on the Student Refund and Academic Calendar. HCCC shall not be obligated to make any adjustments in the per credit price charged to students if the discontinuation of a student's participation in the program is not communicated to HCCC prior to the appropriate withdrawal dates.
- C. HCCC will waive non-tuition fees (e.g., admission, registration, technology, student activity) for the courses covered under this agreement.
- D. Students shall be responsible for making arrangements directly with the HCCC Bookstore for the purchase of required textbooks prior to the start of classes. The cost of textbooks is not included in the tuition rates set forth herein.

Terms of Contract

This Agreement shall be effective retroactively as of July 1, 2023 and shall run through June 30, 2024 and maybe renewed annually by the parties by executing a separate agreement. It is understood and agreed that the parties to this Agreement may modify or revise this Agreement only by written amendment executed by both parties.

Choice of Law/Venue

This Agreement shall be subject to and interpreted in accordance with the laws of the State of New Jersey regardless of New Jersey's conflict of laws, provisions or principles. Any and all disputes between the parties arising out of or relating to this Agreement or the services provided thereunder shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey located in Hudson County, New Jersey.

SIGNED:

President or Designee
Hudson County Community College

Date

Superintendent or Designee
Hudson County Schools of Technology

Date

Semester Start-Up Events

Wed.	Aug.	21	College Service Day
Thurs.		22	All College Adjunct Faculty Orientation – 6 p.m.
Tues.		27	Convocation

15-Week Terms: Regular, Online Regular & Hybrid, Early College, and Culinary Evening: August 28 – December 17

Wed.	Aug.	28	Classes begin for Regular, Online Regular & Hybrid, and Culinary Evening Sessions	
Sat.	Aug.	31	<i>*Registration should occur at least one day prior to first class meeting.</i>	
Mon.	Sept.	2		
Mon.	Sept.	9		
Mon.	Sept.	9	Classes begin for Early College sessions (“HP”)	Last day to add*: 9/15 Last day to drop**: 9/22
Wed.	Sept.	11	Last Day to Drop** for 15-Week Regular, ONR/Hybrid, and Culinary Evening Terms	
Tues.	Oct.	1	Last day to file Degree Audit Application for December 2023 Graduation	
Mon.	Oct.	14	Columbus Day – Classes in session	
Wed.	Oct.	16	Midterm Exams/Advisement Period	<i>**For a complete list of refund dates, please consult the Summer/Fall 2024 Student Refund Calendar.</i>
Tues.		22		
Tues.	Oct.	29	Last day to submit Midterm Advisory Grades	
Thurs.	Oct.	31	Diwali – No classes – College closed	
			Note: Classes normally held on this day will be held on Tuesday, December 17	
Tues.	Nov.	5	Election Day – Classes in session	
Mon.	Nov.	11	Veterans’ Day – Classes in session	
Tues.	Nov.	19	Last day to complete official withdrawal (W) for Regular, ONR & Hybrid, Early College, and Culinary Evening Classes	
Wed.	Nov.	27	No Classes; College Offices open	
Thurs.	Nov.	28	Thanksgiving Recess – College closed	
Sun.	Dec.	1		
Tues.	Dec.	10	Last classes and/or final exams for classes in the following 15-week terms: Regular, ONR/Hybrid, Early College, and Culinary Evening	
Tues.		17	Note: On December 17, Thursday classes meet	
Fri.	Dec.	20	Last day to submit final grades	

Important Dates for Special Sessions

Culinary (Day) Cycles

Aug. 28 - Oct. 2	Culinary Cycle I	Last day to add*: 9/3	Last day to drop**: 9/9	Last day to W: 9/16	Grades due: 10/7
Oct. 3 - Nov. 6	Culinary Cycle II	Last day to add*: 10/7	Last day to drop**: 10/15	Last day to W: 10/22	Grades due: 11/11
Nov. 7 - Dec. 17 (On 12/17, Thursday classes meet.)	Culinary Cycle III	Last day to add*: 11/11	Last day to drop**: 11/19	Last day to W: 11/26	Grades due: 12/20

7-Week Sessions: Online and On-Ground/Remote

Aug. 28 - Oct. 16	Online Session A	Last day to add*: 8/29	Last day to drop**: 9/4	Last day to W: 10/7	Grades due: 10/21
Aug. 28 – Oct. 16	On-Ground/Remote 1	Last day to add*: 8/29	Last day to drop**: 9/4	Last day to W: 10/7	Grades due: 10/21
Oct. 24 – Dec. 17	Online Session B	Last day to add*: 10/25	Last day to drop**: 11/1	Last day to W: 12/3	Grades due:12/20
Oct. 24 – Dec. 17 (On 12/17, Thursday classes meet.)	On-Ground/Remote 2	Last day to add*:10/28	Last day to drop**:11/1	Last day to W: 12/3	Grades due: 12/20

12-Week “Quick Term” & Off-Site Sections

Sept. 18 - Dec. 17 (On 12/17, Thursday classes meet.)	“Q” & Off-Site Sections (12-wk.)	Last day to add*/drop**: 9/24	Last day to W: 11/19	Grades due: 12/20
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Note: The College reserves the right to modify the calendar. Academic Affairs • ACP Endorsed 11.3.23

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

November 21, 2023

X. NEW BUSINESS

None

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

November 21, 2023

XI. ADJOURNMENT

RESOLUTION:

NOW, THEREFORE, BE IT RESOLVED that the November 21, 2023 meeting of the Hudson County Community College Board of Trustees be adjourned at 6:10 P.M.

INTRODUCED BY:

Pamela Gardner

SECONDED BY:

Jeanette Peña

DATE:

November 21, 2023

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

AYE

ABSENT

AYE

AYE

AYE

AYE

AYE

AYE

AYE

ABSENT

8 Aye 0 Nay

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

Alexa Riano
Signature of Recorder

11/21/2023
Date