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

Regular Meeting – Board of Trustees Tuesday, February 22, 2022 5:00 P.M., Via Zoom

Download the Zoom app onto a PC, Mac, iPad, iPhone, or Android device. Only members of the public who download the Zoom app and join from a computer or mobile device will be able to participate during the *Comments from the Public* portion of the meeting.

Video functionality is available only to members of the Hudson County Community College Board of Trustees and staff as needed.

Topic: HCCC February 2022 Board of Trustees Meeting

When: Feb 22, 2022 05:00 PM Eastern Time (US and Canada)

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

https://zoom.us/j/93876749007?pwd=bFl6aDR4bFNSUG4wQkNFMHRtS0RiQT09 Passcode: 350172

Telephone: 1 (301) 715-8592 Webinar ID: 938 7674 9007 Passcode: 350172

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, 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. Each speaker will participate via audio-only.

AGENDA

I. CALL TO ORDER - FLAG SALUTE

Mr. Netchert

II. ROLL CALL AND RECOGNITION OF VISITORS

Trustees:

Joseph Doria Karen Fahrenholz, Secretary/Treasurer Adamarys Galvin Pamela Gardner Roberta Kenny Bakari Lee, Vice Chair William Netchert, Chair Jasmine Ngin – Student Alumni Representative Jeanette Peña Christopher Reber, President Silvia Rodriguez Harold Stahl

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

CALL TO ORDER

I. FLAG SALUTE

II. ROLL CALL AND RECOGNITION OF VISITORS

Trustees:	
Joseph Doria	
Karen Fahrenholz, Secretary/Treasurer	
Adamarys Galvin	
Pamela Gardner	
Roberta Kenny	
Bakari Lee, Vice Chair	
William Netchert, Chair	
Jasmine Ngin, Student Alumni Representative, ex officio	
Jeanette Peña	
Christopher Reber - President, ex officio	
Silvia Rodriguez	
Harold Stahl	

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 <u>The Jersey Journal</u> and <u>The Star</u> <u>Ledger</u>; 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.

III. COMMENTS FROM THE PUBLIC

If you wish to make comments, 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. Each speaker will participate via audio-only.

IV. CLOSED SESSION

V. REPORTS

- 1. Student Government Association President's Report
- 2. All College Council President's Report
- 3. President's Report

Goldman Sachs Local College Collaborative (GSLCC) Dr. Peter Cronrath, Assistant Professor of Business, Faculty Mentor Karen Galli, Instructor, English and ESL, Faculty Mentor Maria Melilla, Student, Business Major, GSLCC 21-22 Team Member Jasmine Ngin, Alumna, Class of 2021 Alani Orriols, Alumnus, Class of 2020

VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS

1. MINUTES OF PREVIOUS MEETING

The Minutes of the Regular Meeting of January 18, 2022 are herewith submitted to the Board Trustees for approval. (Attachment A)

Recommendation:

It is the recommendation of the President that the Board of Trustees accept the Minutes of the Regular Meeting of January 18, 2022.

2. GIFTS, GRANTS, AND CONTRACTS REPORT – No Grant Report

RESOLUTION:

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

INTRODUCED BY:		
SECONDED BY:		
DATE:		February 22, 2022
Doria, Joseph Fahrenholz, Karen Galvin, Adamarys Gardner, Pamela Kenny, Roberta Lee, Bakari Peña, Jeanette Rodriguez, Silvia Stahl, Harold Netchert, William, Chair		
-	Aye	Nay

ATTACHMENT A ITEM VI - Minutes of Previous Meeting P a g e | 1 Minutes Regular Meeting of the Board of Trustees January 18, 2022

HUDSON COUNTY COMMUNITY COLLEGE

Regular Meeting – Board of Trustees Tuesday, January 18, 2022 5:00 P.M., via Zoom

MINUTES

PRESENT: Joseph Doria; Karen Fahrenholz (Secretary/Treasurer); Pamela Gardner; Roberta Kenny; Bakari Lee (Vice Chair); William Netchert (Chair); Jasmine Ngin (Student Alumni Representative); Jeannette Peña; Christopher Reber; Silvia Rodriguez; Harold Stahl

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

- ABSENT: Adamarys Galvin
- I. CALL TO ORDER FLAG SALUTE
- II. ROLL CALL
- III. COMMENTS FROM THE PUBLIC None
- *IV.* CLOSED SESSION None
- V. REPORTS
 - 1. All College Council President's Report

All College Council President, Dr. Peter Cronrath, offered the following report.

Good evening, Trustees, Dr. Reber, and the HCCC community. The All-College Council is kicking off the spring semester with some ambitious initiatives. These include, but are not limited to, redesigning the ACC website, reimagining Convocation for 2023, and adding DEI representatives to each of the standing committees through a Charter revision.

Most recently, the Academic Senate updated a new Covid Syllabus Statement that will be included in all in-person class syllabi for the Spring 2022 semester.

The College Life Committee hosted a well-attended Holiday Mixer in December.

The Space and Facilities Committee will present a draft version of the proposed Office Space Allocation Policy at the January ACC meeting. Through feedback from the community and a formal Governance Recommendation set to be presented in March, the Committee hopes to have the policy in place for fall 2022. Updates on the Academic Tower, technology procedures, and increased scholarship opportunities for students round out the committee and ACC initiatives for spring 2022.

Thank you.

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2. Student Government Association President's Report

Student Government Association President Angel Beebe offered the following report.

Good afternoon. I hope everyone had an amazing holiday!

Last month, before the holiday break, SGA hosted a winter festival where we had hot cocoa, food, vendors, Karaoke, and other fun activities. Families and friends were invited to attend with the students. This was the first event that this year's SGA planned. We all had an amazing time, and we hope to plan another event in the near future.

Over the break, SGA worked on the "30 Days of Tips" project. These tips were filmed and edited and will be posted on the SGA Instagram account. These videos review the various resources HCCC offers that a new student or even a current student may not be aware of. We hope students will take full advantage of all the wonderful benefits of being an HCCC student. We also hope students will continue to get involved by starting or joining clubs.

Sally Elwir, a first-year criminal justice student now in her second semester, has moved into the position of Vice President of SGA for the North Hudson Campus. We are all truly proud and excited about the amazing plans she has in store.

As we enter our second semester and our last semester at HCCC, we seek new Senators who will hopefully become Executive Board members. We are all very excited to continue working on this year's initiatives and projects, and I look forward to updating all of you on our progress.

3. President's Report

President Reber offered the following remarks.

Good evening, Trustees and colleagues.

It is wonderful to be back together again for our first Board of Trustees meeting of 2022!

This evening, we welcome Alexa Riano in her new role as Executive Assistant to the President and Board of Trustees. Alexa, we all look forward to your leadership and support for Board meetings and activities. We also welcome our new President's office colleagues, Janet Chavez and Madeline Rivera.

Angel and Peter, thank you for your reports and your leadership.

Yesterday, as we celebrated the Martin Luther King, Jr. holiday, our college community reflected on the sacrifices, selfless acts, and struggles that so many were willing to endure for the benefit of others throughout our nation's history. HCCC community members feel a shared responsibility to remember our history, build bridges and community, and bring awareness to where more work is needed. In a note to the College community yesterday – which our valued colleague, Vice President Yeurys Pujols, helped me write – I shared the pride and gratitude I feel about all we have done together over the last three years and beyond to promote social justice and equality for all. This work has galvanized our entire HCCC family, and I thank all who are involved and making a difference.

ATTACHMENT A

ITEM VI - Minutes of Previous Meeting P a g e | **3** Minutes Regular Meeting of the Board of Trustees January 18, 2022

Our HCCC community just completed College Service Day, a full day of invigorating professional development. The day's activities were offered around the theme of "Reimagining Pathways to Student Success." Dr. Davis Jenkins, Research Professor in Education and Social Policy at Columbia University and a Senior Research Scholar at the Community College Research Center, offered the keynote address. Dr. Jenkins is nationally recognized for his research on student success and community college best practices. We were also delighted that Lenore Pearlstein, President and Co-Owner of Potomac Publishing, Inc., which publishes *INSIGHT Into Diversity* magazine, spoke and presented the magazine's Higher Education Excellence in Diversity (HEED) Award to us virtually.

Our annual Philip Johnston Awards for Excellence in Teaching were presented to two valued faculty colleagues: Dr. Fatma Tat, Instructor of Chemistry, and Dr. Sirhan Abdullah, Assistant Professor of Health Services and Sciences. We congratulate Abdullah and Fatma and thank them for their excellence in teaching, scholarship, and service.

We also recognized 24 HCCC faculty and staff who completed our most recent offering of the Association of College and University Educators (ACUE) certificate program. ACUE offers rigorous virtual professional development programs focused on data and best practices in teaching and learning. ACUE certificate programs are highly regarded nationally. We continue to offer these certificate program opportunities for all interested faculty and staff. We thank Dr. Paula Roberson, Director of the Center for Teaching, Learning, and Innovation, for leading and coordinating the ACUE program at HCCC. And we thank Vice President Darryl Jones, Director of Faculty and Staff Development Lilisa Williams, and planning committee members for organizing a phenomenal College Service Day for our College community.

Today, I have invited two colleagues to speak about our project to scale up the overwhelmingly successful elements of our Educational Opportunity Fund, or EOF Program, to benefit more than the 200 HCCC students enrolled in that program. The project, entitled "Hudson Scholars," shows very promising early signs of having a significant, positive impact on the retention of over 700 additional HCCC students who began their studies last fall.

Joining me today are the co-chairs of this project, Dr. Gretchen Schulthes and John Urgola. Gretchen is Assistant Director of Advising and Counseling, and John is Coordinator of Institutional Effectiveness. Gretchen and John, thanks for joining us today.

Gretchen Schulthes offered the following remarks.

Thank you, Dr. Reber, for the introduction. Thank you so much to everyone for having us here.

The Hudson Scholars Project has been influenced by the success of our EOF program and other nationally recognized programs, such as the CUNY ASAP program. We're going to share a bit of the framing for the program and the students who are involved.

In conceptualizing this program, we wanted to consider common factors across all highly successful programs that we believe will support students' success. We are focusing on intrusive advisement and academic counseling, progress reports from faculty, and stipends linked to high-impact practices.

We recognize that our students need support and engagement with the staff. Students meet regularly with academic counselors who provide targeted support and referrals to on-campus

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resources. Since last summer, we have hired five academic counselors for a one-year trial of this project, and, to date, 79% of the Hudson Scholar students have met with their academic counselor at least once.

Secondly, we know that faculty are committed to student success, but mechanisms often haven't been facilitated to provide faculty feedback. Therefore, we created an online forum to encourage faculty to provide data throughout the semester. Thus far, 68% of faculty have submitted student progress reports during the fall term.

Lastly, we recognize that many of the challenges students encounter in retention and completion aren't always academic. Many problems often include a financial component, and our College is committed to offering support. By completing monthly tasks and engaging with our academic counselors, students can earn a monthly stipend of up to \$250. Thus far, 65% of students have earned at least one monthly stipend during the fall semester. These are critical pillars of this program.

In building out the Hudson Scholars program, we have primarily replicated components of EOF. We also looked for opportunities to expand our impact.

We began with 717 students whose first semester at Hudson County Community College was summer or fall of 2021. We wanted to serve students new to the College while also including transfer students. We also looked for students enrolled at least three-quarter time, or nine credits. Since EOF students must be full-time in their first semester, we expanded the opportunity to a larger number of students. We also limited our eligibility to exclude some programs with alternative advisement structures. For instance, some of our culinary and competitive admissions allied health programs have been excluded.

Lastly, in alignment with EOF criteria, we sought out and invited students in their final level of ESL to facilitate their timely completion of those degree requirements.

John will now share our initial data, which are quite promising.

John Urgola offered the following remarks.

Ultimately, the goal of Hudson Scholars is to try to reproduce the success that we have observed in EOF, particularly on retention. I'm happy to report that the early returns have been excellent. As of January 17, 79% of Hudson Scholar students had already registered for the spring term.

In contrast to the Hudson Scholars comparison group, students meeting the same criteria but not in the trial project are currently being retained at a rate of 49%. That's about a 61% greater retention rate for Hudson Scholar students. If we isolate the Hudson Scholar students we know have worked with a counselor once at minimum, that number is even higher at 83%.

The new EOF student retention rate is also 79%. That's an excellent benchmark for us, knowing that Hudson Scholar students are being retained at the same rate as highly successful EOF students. Again, the early returns are very promising.

President Reber resumed his remarks.

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Gretchen and John, thanks for this exciting work! Trustees, this concludes my report, but Gretchen, John and I would be happy to entertain any questions or comments you may have.

VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS

- 1. The Minutes of the Reorganization Meeting and Regular Meeting of November 23, 2021
- 2. Gifts, Grants, and Contracts

Introduced by: Bakari Lee Seconded by: Joseph Doria 9 Ayes.....0 Nays Resolution Adopted

VII. FISCAL, ADMINISTRATIVE, LEASE, AND CAPITAL RECOMMENDATIONS 1-11

- 1. Resolution Approving Payment for Gabert Library and North Hudson Campus Glass Barrier Architectural Redesigns to be Funded by the American Rescue Plan (ARP) Grant
- 2. Resolution Approving Payment for North Hudson Campus Café Redesigns to be Funded by the American Rescue Plan (ARP) Grant
- 3. Resolution Authorizing Server Upgrades Required for Remote Services and Instruction to be Funded by the American Rescue Plan (ARP) Grant
- 4. Resolution Authorizing Software and Maintenance Upgrades Required for Virtual Desktop Infrastructure Classrooms to be Funded by the American Rescue Plan (ARP) Grant
- 5. Resolution Authorizing Virtual Desktop Infrastructure Computers to be Funded by the American Rescue Plan (ARP) Grant
- 6. Resolution Authorizing Cloud Migration and Security Software to be Funded by the American Rescue Plan (ARP) Grant
- 7. Resolution Authorizing Passwordless Security Software to be Funded by the American Rescue Plan (ARP) Grant
- 8. Resolution Authorizing Purchase of Computers for ITV Rooms to be Funded by the American Rescue Plan (ARP) Grant
- 9. Resolution Authorizing Purchase of Apple Computers for the Social Science Department to be Funded by the Carl D. Perkins Grant
- 10. Resolution Authorizing Purchase of Apple iPads and Pencils for the Social Science Department to be Funded by the Carl D. Perkins Grant
- 11. Resolution Ratifying and Approving Payment for Emergency Elevator Repairs at 70 Sip Avenue and 4800 Kennedy Boulevard

Introduced by: Bakari Lee Seconded by: Karen Fahrenholz 9 Ayes.....0 Nays

Resolution Adopted

VIII. PERSONNEL RECOMMENDATIONS 1-13

1. RETIREMENT

First Name	Last Name	Title	Effective Date
		Secretary, Academic Development and Support	
Nitzia	Berrio	Services	December 31, 2021

<u>RECOMMENDATION</u>: The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Retirement above as Personnel Recommendation Item No. 1.

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2. RESIGNATIONS

First Name	Last Name	Title	Effective Date
Knight	Ambubuyog	Assistant Director, Educational Opportunity Fund	January 7, 2022
Jenny	Bobea	Associate Dean, English and ESL	January 31, 2022
Ojanae	Marshall	Program Assistant, Grant-funded	December 21, 2021
Jennifer	Rodriguez	Coordinator, Early College Programs	December 3, 2021

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

3. APPOINTMENT OF FACULTY

First Name	Last Name	Title	Effective Date	Annual Salary
Ingrid	Aviles	Instructor, Tenure-Track, Practical Nursing	January 21, 2022	\$ 55,434.92
		Instructor, Tenure-Track, Nursing Day		
Madeline I.	Cruz	Program	January 21, 2022	\$ 55,434.92

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

4. APPOINTMENT OF STAFF

First Name	Last Name	Title	Effective Date	Annual Salary
Sergio	Aparicio	Custodial Supervisor	January 19, 2022	\$ 38,000.00
Andres	Estrella	Senior Accountant	January 1, 2022	\$ 75,000.00
Michelle	Rios	Student Success Coach	January 31, 2022	\$ 45,000.00
Joycelyn	Wong-Castellano	Student Success Coach	January 31, 2022	\$ 45,000.00

<u>RECOMMENDATION</u>: The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Appointment of Staff above as Personnel Recommendation Item No. 4.

5. APPOINTMENT OF TEMPORARY FULL-TIME STAFF

First Name	Last Name	Title	Effective Date	Anticipated End Date	Annual Salary
		Student Success Coach, Reentry Services (Grant-	40,0000		.
Iraida	Izaguirre	funded)	January 19, 2022	January 18, 2023	\$ 40,000.00
Kyara	Martin	Counselor, EOF	January 24, 2022	June 30, 2022	\$ 48,000.00
Tejal	Parekh	Interim Assistant Director. EOF	January 24, 2022	June 30, 2022	\$ 55.000.00
Tejai	Тагекп	, -	January 24, 2022	Julie 30, 2022	φ 33,000.00
Esperanza	Robles-Class	COVID Coordinator (Grant-funded)	January 10, 2022	June 30, 2022	\$ 40.000.00

RECOMMENDATION: The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Appointment of Temporary Full-time Staff above as Personnel Recommendation Item No. 5. ATTACHMENT A ITEM VI - Minutes of Previous Meeting P a g e | 7 Minutes Regular Meeting of the Board of Trustees January 18, 2022

6. APPOINTMENT OF TEMPORARY FULL-TIME FACULTY, SPRING 2022

First Name	Last Name	Title	Effective Date	Annual Salary
		Instructor, Medical Billing and Coding		
Gabriel	Holder	Certificate Program (Non-tenured)	January 19, 2022	\$ 55,434.92

<u>RECOMMENDATION</u>: 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. 6.

7. AUTHORIZATION OF PART-TIME STAFF THROUGH JANUARY 2023, AS NEEDED

FIRST NAME	LAST NAME	DEPARTMENT	TITLE	POSITION ID	SUPERVISOR
Fatima	Javed	Accessibility Services	Notetaker/Reader	READER-150525	Karine Davis
Aisha	Javed	Accessibility Services	Notetaker/Reader	READER-150526	Karine Davis
Ciara Kaye	Umali	Accessibility Services	Notetaker/Reader	READER-150525	Karine Davis
Krysta	Alvarez	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Lisa	Bellan-Boyer	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Mayra	Gomez	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Ayesha	Kashif	ADJ Academic Support Services Department	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Jennifer	Ramirez	Bursar	Accounts Receivable Clerk	253015	Leslie Lang
Anuchit	Pukdeedamrongrit	Business, Culinary Arts, and Hospitality Management	Additional Assignment	PTAACAI-101030	Ara Karakashian
Melissa	Franco	College Libraries	Library Associate	150510	James Cox
Georgette	Batubenge	Continuing Education Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Lisa	Ledoux	Continuing Education Workforce Development	PT Instructor	PTINST-102010	Chastity Farrell
Prachi	Patel	Continuing Education Workforce Development	Bookkeeper/Office Assistant	OFFAST-103005	Catherina Mirasol
Samantha	Ramirez	Educational Opportunity Fund	Office Assistant	OFFAST-603001	Jose Lowe
Abanob	Basta	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Asma	Daif Allah	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Stephen	Ebrahim	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Tejkumar	Patel	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez

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Mansi	Patel	Information	Instructional Lab	ISTLAB-253025	Diana Perez
		Technology Services	Assistant		
Juhi	Patel	Information	Instructional Lab	ISTLAB-253025	Diana Perez
		Technology Services	Assistant		
Darshika	Patel	Information	Instructional Lab	ISTLAB-253025	Diana Perez
		Technology Services	Assistant		
Yaritza	Rodriguez	North Hudson Campus	Office Assistant	OFFAST-252030	Joseph Caniglia
Rachid	Afoulki	STEM	Cyber Security Lab	OFFAST	Burl Yearwood
			Assistant		

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

8. APPOINTMENT OF NEW HIRE ADJUNCT INSTRUCTORS

First Name	Last Name	Department
Michael	Jasonos	Business, Culinary Arts, and Hospitality Management
Nathan	Huseman	English and ESL
Joseph	Williams	English and ESL
Richard	Buchanan	Humanities and Social Sciences
Maria	DeMarzo	Humanities and Social Sciences
Robert	Dowd	Humanities and Social Sciences
Dora	Suarez	Humanities and Social Sciences
Nicolas	Barrios	Nursing and Health Sciences
John	De Oca	Nursing and Health Sciences
Meredith	Gibson	Nursing and Health Sciences
Dagmar	Santana	Nursing and Health Sciences
Ashaar	Arbali	STEM
Vishal	Pathak	STEM
Hussein	Suleyman	STEM

RECOMMENDATION: The President, Administration, and Personnel Committee recommend that the Board of Trustees approve New Hire Adjunct Instructors listed above as Personnel Recommendation Item No. 8.

9. MODIFICATION TO STAFFING TABLE

Current Approved Title	New Title/ Deleted Title (if applicable)	Incumbent (If applicable)	Salary Adjustment (If applicable)	Effective Date
Coordinator, Early College Programs	Assistant Director, Early College Programs	N/A	N/A	January 19, 2022

<u>RECOMMENDATION</u>: The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Modification to Staffing Table listed above as Personnel Recommendation Item No 9.

ATTACHMENT A ITEM VI - Minutes of Previous Meeting P a g e | 9 Minutes Regular Meeting of the Board of Trustees January 18, 2022

10. RESOLUTION TO APPROVE LIBRARY POLICIES

WHEREAS, the Board of Trustees ("Board") is committed to ensuring regular review and updates of the College's policies; and,

WHEREAS, the President, Administration, and Personnel Committee recommend implementation of the Policy on Library Archives, Library Collection, and College Libraries; and,

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

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

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

11. RESOLUTION TO APPROVE STUDENT AFFAIRS POLICIES

WHEREAS, the Board of Trustees ("Board") is committed to ensuring regular review and updates of the College's policies; and,

WHEREAS, the President, Administration, and Personnel Committee recommend implementation of the Policy on Admission, Placement and Registration, and Early College; and,

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

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

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

12. RESOLUTION AUTHORIZING THE AWARD OF CANNABIS CURRICULUM DEVELOPMENT SERVICES FOR HUDSON COUNTY COMMUNITY COLLEGE

WHEREAS, Hudson County Community College ("College") needs the services of an external consultant for the development of cannabis curricula; and,

WHEREAS, pursuant to N.J.S.A 18A:64A-25.5 (1), this service is exempt from public bidding; and,

WHEREAS, the anticipated term is through June 2022; and,

WHEREAS, David Serrano is the proposed vendor to provide these services at a total cost not to exceed \$13,000; and,

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

WHEREAS, the Administration and Personnel Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award David Serrano the external consultancy for the development of cannabis curricula, to provide services at a cost not to exceed \$13,000.

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

ATTACHMENT A ITEM VI - Minutes of Previous Meeting P a g e | 10 Minutes Regular Meeting of the Board of Trustees January 18, 2022

13. RESOLUTION AUTHORIZING THE AWARD OF PROGRAM ASSISTANCE SERVICES FOR THE JPMORGAN CHASE FOUNDATION, GATEWAY TO INNOVATION GRANT

WHEREAS, Hudson County Community College ("College") needs the services of an external consultant to provide program assistance related to the JPMorgan Chase Foundation, Gateway to Innovation Grant; and,

WHEREAS, pursuant to N.J.S.A 18A:64A-25.5 (1), this service is exempt from public bidding; and,

WHEREAS, the anticipated term is through March 31, 2022; and,

WHEREAS, Ojanae Marshall is the proposed vendor to provide these services at a total cost not to exceed \$8,000; and,

WHEREAS, the cost of the services will be funded from the JPMorgan Chase Foundation, Gateway to Innovation Grant; and,

WHEREAS, the Administration and Personnel Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award Ojanae Marshall the external consultancy to provide program assistance related to the JPMorgan Chase Foundation, Gateway to Innovation Grant at a cost not to exceed \$8,000.

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

Introduced by: Karen Fahrenholz Seconded by: Harold Stahl 9 Ayes......0 Nays Resolution Adopted ATTACHMENT A ITEM VI - Minutes of Previous Meeting P a g e | 11 Minutes Regular Meeting of the Board of Trustees January 18, 2022

Attachments for Item VIII., Personnel Recommendation #10

POLICY ON LIBRARY ARCHIVES

Purpose

The purpose of the Hudson County Community College ("College") Policy on Library Archives ("Archives") is to preserve the history of the College through its official records.

Policy

The College and its Board of Trustees ("Board") recognize the importance of maintaining the Archives as a repository of relevant records that are of administrative and historical value to the College, its administration, alumni, faculty, staff, students, and community members. Archives staff collect the official records of the College. The Archives and archivist are charged with appraising, collecting, organizing, describing, and preserving original source material and making said materials available for institutional, academic, and community research. The Board delegates to the President the responsibility to develop procedures and guidelines for the implementation of this policy.

Approved: January 2022

Approved by: Board of Trustees

Category: Library

Subcategory: Library Archives

Scheduled for Review: January 2025

Responsible Department: Library

ATTACHMENT A ITEM VI - Minutes of Previous Meeting P a g e | 12 Minutes Regular Meeting of the Board of Trustees January 18, 2022

POLICY ON LIBRARY COLLECTION

Purpose

The purpose of the Policy on Library Collection is to ensure that Hudson County Community College ("College") collects a wide array of materials and resources applicable to its academic courses and disciplines.

Policy

The College and its Board of Trustees recognize the intellectual and academic freedoms inherent in the First Amendment of the Constitution of the United States, and support those principles as set forth in the Library Bill of Rights of the American Library Association and the Association of College and Research Libraries. These principles form an indispensable framework for building resource collections that serve the entire community. The development of library resources supports the College's instruction and research missions by ensuring that the collections represent diversity of perspectives, ideas, subjects, and beliefs. The library staff have primary responsibility for the collection of these resources with input from students, faculty, staff, and alumni. The Board delegates to the President the responsibility for developing appropriate procedures in support of this policy. Library print and non-print resources are managed by library personnel.

Approved: January 2022 Approved by: Board of Trustees Category: Library Subcategory: Library Collection Scheduled for Review: January 2025 Responsible Department: Library ATTACHMENT A ITEM VI - Minutes of Previous Meeting P a g e | 13 Minutes Regular Meeting of the Board of Trustees January 18, 2022

POLICY ON COLLEGE LIBRARIES

Purpose

The purpose of the Hudson County Community College ("College") Policy on College Libraries is to ensure that students, faculty and staff are provided access to scholarly and popular research materials.

Policy

The College and its Board of Trustees ("Board") are committed to the mission of the Hudson County Community College Library ("Library"), including support for student success through relevant, current, and accessible materials and resources, in print and online. The Library collects materials for English and non-English speakers with a focus on supporting English as a Second Language (ESL) curricula. The Library makes these resources available to students, alumni, faculty, staff, and, when available, to Hudson County residents. The Library supports the intellectual, social, and cultural development of the College through the acquisition of scholarly and popular materials, information literacy instruction, and other programming. The Board delegates to the President the responsibility to develop procedures and guidelines for the implementation of this policy.

Approved: January 2022

Approved by: Board of Trustees

Category: Library

Subcategory: College Libraries

Scheduled for Review: January 2025

Responsible Department: Library

ATTACHMENT A ITEM VI - Minutes of Previous Meeting P a g e | 14 Minutes Regular Meeting of the Board of Trustees January 18, 2022

Attachments for Item VIII., Personnel Recommendation #11:

POLICY ON ADMISSION, PLACEMENT, AND REGISTRATION

Purpose

The purpose of this Policy on Admission, Placement, and Registration is to ensure that Hudson County Community College ("College") current and prospective students are provided enhanced access to education through barrier-free, equitable, and student-centered admission, placement, and registration processes.

Policy

The College and its Board of Trustees ("Board") are committed to providing current and prospective students with admission, placement, and registration services that enhance and ease access to education and related opportunities. These services recognize the responsibility of educational institutions to prepare individuals to play effective roles as citizens and participants in society. The Office of Enrollment Services is committed to barrier-free, equitable, and student-centered admission, placement, and registration processes.

The Board delegates to the President the responsibility to develop procedures and guidelines for the implementation of this policy. The Office of Enrollment Services shall be responsible for implementing the procedures and guidelines developed for this policy.

Approved: January 2022

Approved by: Board of Trustees

Category: Enrollment Services

Subcategory: Admission, Placement, and Registration

Scheduled for Review: January 2025

Responsible Department: Enrollment Services

ATTACHMENT A ITEM VI - Minutes of Previous Meeting P a g e | 15 Minutes Regular Meeting of the Board of Trustees January 18, 2022

POLICY ON EARLY COLLEGE PROGRAMS

Purpose

The purpose of this Policy on Early College Programs is to ensure that eligible high school students living in or attending school in Hudson County, or attending an approved partner high school outside of Hudson County, have opportunities to take courses at Hudson County Community College ("College").

Policy

The College and its Board of Trustees ("Board") are committed to providing opportunities for eligible high school students to access College courses through the Office of Early College Programs. The Office of Early College Programs recruits, supports, and coaches eligible high school students to take College courses, individually or through an approved high school partnership, in an effort to provide them with the opportunity to access College courses and earn transferrable credits, often at reduced tuition rates. Students participating in approved dual enrollment programs may also have the additional opportunity of earning an Associate Degree upon high school graduation.

The Board delegates to the President the responsibility to develop procedures and guidelines for the implementation of this policy. The Office of Early College Programs is responsible for implementing the procedures and guidelines developed for this policy.

Approved: January 2022

Approved by: Board of Trustees Category: Student Affairs and Enrollment Subcategory: Early College

Scheduled for Review: January 2025

Responsible Department: Office of Early College Programs

ATTACHMENT A ITEM VI - Minutes of Previous Meeting P a g e | 16 Minutes Regular Meeting of the Board of Trustees January 18, 2022

IX. ACADEMIC AND STUDENT AFFAIRS RECOMMENDATIONS 1-5

- 1. Resolution Authorizing Memorandum of Understanding Between Hudson County Community College and Optima Health Fountains
- 2. Resolution Authorizing Articulation Agreement Between Hudson County Community College and the Statewide Hispanic Chamber of Commerce of New Jersey
- 3. Resolution Authorizing Memorandum of Understanding Between Hudson County Community College and the Association of Community College Trustees for Participation in the Noncredit-to-Credit Alignment Lab
- 4. Resolution Authorizing Amended Agreement Between Hudson County Community College and West Orange Board of Education for the Delivery of Culinary Arts Dual Credit Instruction
- 5. Resolution Approving Academic Calendars for the Winter/Spring and Summer 2023 Terms

Introduced by: Pamela Gardner Seconded by: Silvia Rodriguez 9 Ayes.....0 Nays Reso

Resolution Adopted

X. NEW BUSINESS – No New Business

XI. ADJOURNMENT at 5:34 p.m.

Introduced by: Joseph Doria Seconded by: Karen Fahrenholz 9 Ayes.....0 Nays Resolution Adopted

VII. FISCAL, ADMINISTRATIVE, LEASE, AND CAPITAL RECOMMENDATIONS

1. Resolution Authorizing Legal Counsel Services

WHEREAS, Hudson County Community College ("College") requires the services of legal counsel with expertise in the area of redevelopment to provide legal services to the College in connection with its Tower Project ("Services"); and,

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

WHEREAS, the College solicited proposals for the Services from qualified firms using a fair-and-openprocess; and,

WHEREAS, the College received one (1) proposal in response to the solicitation from McManimon, Scotland & Baumann, LLC ("MSB") at a rate of \$215 per hour; and,

WHEREAS, the College has determined that MSB's proposal is responsive and reasonable; and,

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

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

WHEREAS, the Administration, Finance Committee, and Capital Projects Advisory Committee recommend the award of contract for the Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract for general legal counsel services to McManimon, Scotland & Baumann, LLC of Roseland, New Jersey, for the services of legal counsel with expertise in the area of redevelopment, in accordance with the terms of the proposal submitted by the law firm.

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

2. Resolution Authorizing ITV Telepresence and Remote Sharing Systems to be Funded by the American Rescue Plan (ARP) Grant

WHEREAS, Hudson County Community College ("College") needs to purchase and install ITV Telepresence and Remote Sharing systems in the Library Building and North Hudson Campus to allow for remote instruction and social distancing in rooms L026, L514, L518, L612, and N306 ("Services"); and,

WHEREAS, pursuant to N.J.S.A 18A:64A:25.9, the College may, without public advertisement, purchase goods and/or services through State contracts; and,

WHEREAS, Aspire Technology Partners (New Jersey State Contract # A87720) has submitted a proposal for the Services at a cost not to exceed \$317,940; and,

WHEREAS, the cost of these services will be funded by the American Rescue Plan (ARP) Grant; and,

WHEREAS, the Administration and Finance Committee recommend this purchase;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to Aspire Technology Partners of Eatontown, New Jersey, to provide the Services as described herein at a cost not to exceed \$317,940.

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 Chromebooks for Student Laptop Loan Program to be Funded by the American Rescue Plan (ARP) Grant

WHEREAS, Hudson County Community College ("College") needs to purchase two hundred (200) Chromebooks with ChromeOS Management Service perpetual licenses ("computers") for the Student Laptop Loan Program ("Program") in connection with remote instruction and to support future online instruction; and,

WHEREAS, with the purchase, the total number of computers allotted for the Program will be one thousand one hundred (1,100); and,

WHEREAS, pursuant to N.J.S.A 18A:64A:25.19, the College may, without public advertisement, purchase goods and/or services through State contracts; and,

WHEREAS, SHI International Corp. (State Contract #269EMCPS-21-001-EM-SHI) has quoted a price for the computers at a cost not to exceed \$59,600; and,

WHEREAS, the cost of these services will be funded from the American Rescue Plan (ARP) Grant; and,

WHEREAS, the Administration and Finance Committee recommend this purchase;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to SHI International Corp. of Somerset, New Jersey, to provide the computers as described herein at a cost not to exceed \$59,600.

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 Graphic Processing Software to be Funded by the American Rescue Plan (ARP) Grant

WHEREAS, Hudson County Community College ("College") needs to purchase graphic processing software to assist with remote instruction; and,

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

WHEREAS, Innovative Network Solutions (NJEDGE Contract #278834) submitted a proposal for Acropolis Pro software, which provides the required services, at a total cost of \$64,822; and,

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

WHEREAS, the cost of these services will be funded from the American Rescue Plan (ARP) Grant; and,

WHEREAS, the Administration and Finance Committee recommend payment of this purchase;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to Innovative Network Solutions of Stamford, Connecticut, for the Acropolis Pro software as described herein at a cost not to exceed \$64,822. **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 Additional Nvidia Licenses to be Funded by the American Rescue Plan (ARP) Grant

WHEREAS, Hudson County Community College ("College") needs to purchase Quadro vDWS EDU, which provides additional Nvidia licensing for Virtual Desktop Infrastructure ("VDI") to assist with remote instruction and remote services; and,

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

WHEREAS, Innovative Network Solutions (NJEDGE Contract #278834) submitted a proposal to provide an additional two-hundred fifty (250) Quadro vDWS EDU subscription licenses, at a total cost of \$37,495; and,

WHEREAS, the anticipated term is three (3) years; and,

WHEREAS, the cost of these services will be funded from the American Rescue Plan (ARP) Grant; and,

WHEREAS, the Administration and Finance Committee recommend payment of this purchase;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to Innovative Network Solutions of Stamford, Connecticut, for the Quadro vDWS EDU subscription licenses as described herein at a cost not to exceed \$37,495.

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 Commencement Regalia to be Funded by the Student Life Fee (SLF)

WHEREAS, Hudson County Community ("College") needs to purchase one-thousand (1,000) caps, gowns, tassels, and stoles to be worn by students at the 2022 Commencement Ceremony; and,

WHEREAS, pursuant to N.J.S.A 18A:64A-25.5 (a) (22), the purchase of graduation caps and gowns is exempt from bidding; and,

WHEREAS, Follett Corporation submitted a proposal to supply the Commencement regalia at a cost not to exceed \$64,000; and,

WHEREAS, the cost of these services will be funded from the Student Life Fee; 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 Follett Corporation of Jersey City, New Jersey, to provide the Commencement regalia as described herein at a cost not to exceed \$64,000.

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 Elevator Maintenance and Repair Services

WHEREAS, Hudson County Community College ("College") requires the services of a vendor for elevator maintenance and repair services; and,

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

WHEREAS, ThyssenKrupp Elevator Corporation, the vendor that currently provides the elevator maintenance services to the College, provided a quote through the Sourcewell Cooperative to perform the elevator maintenance in an amount not to exceed \$76,000, and repair services in an amount not to exceed \$35,000, for a total cost of \$111,000, which represents no increase from the prior year, and a 2.5% annual increase for each of the following four (4) years; and,

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

WHEREAS, the cost of the elevator maintenance and repair services will be funded from the operating budget; and,

WHEREAS, the Administration and Finance Committee recommend this purchase;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to ThyssenKrupp Elevator Corporation of Cranford, New Jersey, for the performance of elevator maintenance and repair services as described herein at a total cost not to exceed \$111,000.

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 Awarding Contract for Electrical Services and Installations on a Time and Material Basis

WHEREAS, Hudson County Community College ("College") requires the services of a company to provide a contract for electrical services and installations on a time and material basis ("Services"); and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.10, the College may award a contract without public advertising for bids when the purchase is made through a purchasing cooperative; and,

WHEREAS, the Educational Services Commission of New Jersey ("ESCNJ") has awarded a contract for the Services to Troller Electric, LLC ("Troller"); and,

WHEREAS, Troller has quoted a price under the ESCNJ cooperative contract at a cost not to exceed \$120,000; 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 payment for the services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize Troller Electric, LLC of Lake Como, New Jersey, to provide electrical routine operational projects as described herein at a cost not to exceed \$120,000.

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 Engineering Services for Electrical Upgrades for Fire Dampers, HVAC, and ITV Projects

WHEREAS, Hudson County Community College ("College") requires engineering services for fire dampers, HVAC repairs, and electrical engineering for ITV upgrades; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.5 (a) (1), this service is exempt from public bidding as it is a professional service; and,

WHEREAS, Concord Engineering ("CE") submitted a proposal to provide the services at a cost not to exceed \$58,000; and,

WHEREAS, CE was approved by the Board of Trustees to provide on-call services in August 2021; and,

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

WHEREAS, the Administration and Finance Committee recommend payment for the services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize Concord Engineering of Voorhees, New Jersey, to proceed with engineering services as described herein at a cost not to exceed \$58,000.

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 Approving Payment for Emergency Heating Repairs at 161 Newkirk Street

WHEREAS, Hudson County Community College ("College") required emergency heating repair services for two (2) damaged boilers inside the Culinary Conference Center at 161 Newkirk Street; and,

WHEREAS, recent frozen conditions caused glycol leaks and one boiler had a cracked heat exchanger that needed to be replaced; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.6, emergency contracts may be awarded by a county college without public advertising therefore when the College requires the immediate delivery of services for an emergency affecting the health, safety or welfare of occupants of college property; and,

WHEREAS, the College engaged Automated Building Controls ("ABC") to perform the emergency repairs at a cost not to exceed \$8,688; and,

WHEREAS, ABC was approved by the Board of Trustees to provide on-call services for five (5) years in June 2019; and,

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

WHEREAS, the Administration and Finance Committee recommend payment for the emergency repairs;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize payment to Automated Building Controls of Neptune, New Jersey, for emergency heating repairs as described herein at a cost not to exceed \$8,688.

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.

11. Resolution Authorizing Purchase of Accuplacer Exams

WHEREAS, Hudson County Community College ("College") needs to purchase Accuplacer Exams that evaluate students' skills in reading, writing, and math to assist with placement in courses that match their skills; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.10, the Board of Trustees of two or more county colleges may enter into an agreement for the purchase of work, materials or supplies for their respective colleges; and,

WHEREAS, the Joint Purchasing Consortium ("JPC") of the New Jersey Council of County Colleges, of which the College is a member, conducted a procurement for the exams for all of the JPC's members and awarded a contract for the exams to College Board of New York; and,

WHEREAS, College Board of New York submitted a proposal to the College to provide these exams pursuant to the JPC contract award at a cost of \$1.95 per unit, which represents no rate increase from the prior year; and,

WHEREAS, the anticipated term is three (3) years; and,

WHEREAS, the cost of the exams 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 College Board of New York, New York, for purchase of Accuplacer Exams at the cost of \$1.95 per unit.

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 Elimination of Application Fee

WHEREAS, Hudson County Community College ("College") students pay a twenty-five (25) dollar Application Fee ("Fee") when they enroll; and,

WHEREAS, the Fee is charged when students enroll through the Active Admissions program of the Office of Admissions; and,

WHEREAS, the College waived this fee for most students throughout the COVID-19 pandemic; and,

WHEREAS, the College is seeking to eliminate the fee in order to assist students in applying to the College and ease the financial burden of the process;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve elimination of the Application Fee.

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 1-12**:

1) Resolution Authorizing Legal Counsel Services; 2) Resolution Authorizing ITV Telepresence and Remote Sharing Systems to be Funded by the American Rescue Plan (ARP) Grant; 3) Resolution Authorizing Purchase of Chromebooks for Student Laptop Loan Program to be Funded by the American Rescue Plan (ARP) Grant; 4) Resolution Authorizing Graphic Processing Software to be Funded by the American Rescue Plan (ARP) Grant; 5) Resolution Authorizing Additional Nvidia Licenses to be Funded by the American Rescue Plan (ARP) Grant; 6) Resolution Authorizing Purchase of Commencement Regalia to be Funded by the Student Life Fee (SLF); 7) Resolution Authorizing Elevator Maintenance and Repair Services; 8) Resolution Awarding Contract for Electrical Services and Installations on a Time and Material Basis; 9) Resolution Authorizing Engineering Services for Electrical Upgrades for Fire Dampers, HVAC, and ITV Projects; 10) Resolution Approving Payment for Emergency Heating Repairs at 161 Newkirk; 11) Resolution Authorizing Purchase of Accuplacer Exams; and 12) Resolution Authorizing Elimination of Application Fee.

INTRODUCED BY:		
SECONDED BY:		
DATE:		February 22, 2022
Doria, Joseph Fahrenholz, Karen Galvin, Adamarys Gardner, Pamela Kenny, Roberta Lee, Bakari Peña, Jeanette Rodriguez, Silvia Stahl, Harold Netchert, William, Chair		
	_Aye	Nay

VIII. PERSONNEL RECOMMENDATIONS

1. RESIGNATIONS

3.

First Name	Last Name	Title	Effective Date
Aya	Badr	Biology and Chemistry Laboratory Technician	February 9, 2022
		Student Success Coach, Continuing Education	
Molly	Delaney	and Workforce Development	February 4, 2022
Mariel	Shinnick	Program Assistant, Secaucus Center	January 31, 2022

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

First Name	Last Name	Title	Effective Date	Annual Salary
Stephanie Calo		ESL Program Specialist (Grant-funded)	February 23, 2022	\$ 60,000.00
		Golden Door/ La Puerta Dorada Project		
Rashida	David	Director (Grant-funded)	February 28, 2022	\$ 73,000.00
Marian	Habib	Accountant	March 1, 2022	\$ 65,000.00
John J.	Hernandez	Dean of Libraries	April 20, 2022	\$ 125,000.00
		Associate Dean of Business, Culinary Arts,		
Ara	Karakashian	and Hospitality Management	February 23, 2022	\$ 110,000.00
Jay	Singh	Support Analyst	February 23, 2022	\$ 32,000.00

2. APPOINTMENT OF STAFF

<u>RECOMMENDATION</u>: The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Appointment of Staff above as Personnel Recommendation Item No. 2.

APPOINTMENT OF TEMPORARY FULL-TIME STAFF

First Name	Last Name	Title	Effective Date	Anticipated End Date	Annual Salary
Athena	Brown	Receiving Clerk	February 23, 2022	June 30, 2022	\$ 38,000.00
Haida	Contla	Program Assistant	February 28, 2022	June 30, 2022	\$ 40,000.00
Jedediah	Palmer	Interim Director of ESL and Academic Foundations English	February 1, 2022	June 30, 2022	\$ 65,099.99
Alison	Wakefield	Interim Associate Dean of Humanities and Social Sciences	February 1, 2022	June 30, 2022	\$ 120,000.00

<u>RECOMMENDATION</u>: 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, SPRING 2022

First Name	Last Name	Title	Effective Date	Annual Salary
Amy	Brown	Instructor, Education (Non-tenured)	January 21, 2022	\$ 55,434.92
Paul	Clark	Instructor, Philosophy (Non-tenured)	January 21, 2022	\$ 55,434.92
Jon	Krupp	Instructor, Speech (Non-tenured)	January 21, 2022	\$ 55,434.92
Sonja	Rodiger-Radovic	Instructor, ESL (Non-tenured)	January 21, 2022	\$ 55,434.92
Wendy	Trach	Instructor, ESL (Non-tenured)	January 21, 2022	\$ 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.

FIRST NAME	LAST NAME	DEPARTMENT	TITLE	POSITION ID	SUPERVISOR
Johnathan	Colon	Accessibility Services	Notetaker/Reader	READER-150525	Karine Davis
Amreen	Fatima	Accessibility Services	Notetaker/Reader	READER-150525	Karine Davis
Angelique	Reeves	Accessibility Services	Notetaker/Reader	READER-150525	Karine Davis
Tripti	Pandey	Business, Culinary Arts, and Hospitality Management	Receiving Clerk	RECLERK-101030	Ara Karakashian
Jasmine	Pascua	Business, Culinary Arts, and Hospitality Management	Receiving Clerk	RECLERK-101030	Ara Karakashian
Marjorie	Lora de la Rosa	College Libraries	Library Associate	PTLRASO-150510	James Cox
Evelin	Hurtado	Continuing Education and Workforce Development	Customer Service Representative	CASREP-102010	Chastity Farrell
Bryan	Leveron	Continuing Education and Workforce Development	Customer Service Representative	CASREP-102010	Chastity Farrell
Michelle	Cruz	Controller's Office, Payroll	Office Assistant	OFFAST-253015	Zuany Chicas
Tiffany	Marzano	Controller's Office, Payroll	Office Assistant	OFFAST-253015	Zuany Chicas
Jessica	Wright	Customer Service/ Mail Room and Copy Center	Office Assistant- NHC	OFFAST	Frederick Medina
Salma	Adelwahed	Diversity, Equity and Inclusion- Cultural Affairs	Gallery Educator	Gallery Educator	Michelle Vitale
Ahmed	Abdelkader	Enrollment Services	Office Assistant	OFFAST-603055	Wajia Zahur
Andrea	Goodwin	Human Resources	Office Assistant	OFFAST-252005	Lilisa Williams
Verenice	Bonilla	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Sarthak M.	Gohel	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Elianny	Severino	Testing and Assessment	Testing Assistant/ Proctor	TESTAST-200530	Darlery Franco

5. AUTHORIZATION OF PART-TIME STAFF THROUGH FEBRUARY 2023, AS NEEDED

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	Department
Thomas	Andolfo	English and ESL
Marc	De Santis	English and ESL
Pamela	Marcus	English and ESL
Jade	Мерр	English and ESL
Willmaria	Miranda	English and ESL
Leonrado	Reis	English and ESL
Margret	Stepe	English and ESL
Artur	Ujazdowski	English and ESL
Samuel	Warnke	English and ESL
Hany	Zaky	English and ESL
Rasheda	Garcia	Humanities and Social Sciences
Aurora	Genova	Humanities and Social Sciences
Jacob	Hudnut	Humanities and Social Sciences

Carin	Levia	Humanities and Social Sciences
Jasmine	McTauge	Humanities and Social Sciences
Riley	Strom	Humanities and Social Sciences
Beth	Varano	Humanities and Social Sciences
Annette	Walter	Humanities and Social Sciences
Lisa	Alvarez	Nursing and Health Sciences
Mary Ellen	Cvek	Nursing and Health Sciences
Helen	Hall	Nursing and Health Sciences
Fabiola	Josaphat	Nursing and Health Sciences
Bianka	King	Nursing and Health Sciences
Telcida	Sinclair	Nursing and Health Sciences
Tenecia	Williams	Nursing and Health Sciences
Kami	Andani	STEM
Kafayat	Balogun	STEM
Shereef	Balogun	STEM
Anass	Ennasraoui	STEM
Romana	Hassain	STEM
John	Nutakor	STEM
Bader	Risheg	STEM
Sharafdeen	Saidu	STEM
Rumana	Syed	STEM
Candice	Fernandez	Student Affairs

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

7. MODIFICATIONS TO STAFFING TABLE

English and ESL

Background: With the departure of the Associate Dean of English and ESL in January 2022, we have chosen not to refill the vacant position. Instead, we recommend redistributing the oversight of English and ESL into the Division of Humanities and Social Sciences under the leadership and supervision of the Associate Dean of Humanities and Social Sciences. We are further propose to create the position of Director of ESL and Academic Foundations English to provide focused support to ESL and Academic Foundations English to provide focused support to ESL and Academic Foundations English faculty and programs. The position will report to the Associate Dean of Humanities and Social Sciences. These changes are funded through salary savings and will generate a net savings to the College of approximately \$12,000 associated with the elimination of the Associate Dean of English and ESL position.

Current Approved Title	New Title/ Deleted Title (if applicable)	Incumbent (If applicable)	Salary Adjustment (If applicable)	Effective Date
Associate Dean of English and ESL	Delete Title	N/A	N/A (Salary savings of \$98,800)	February 1, 2022
New Title	Director of ESL and Academic Foundations English	Jedediah Palmer (Interim)	Interim salary adjustment from \$60,099.99 to \$65,099.99	February 1, 2022
Associate Dean of Humanities and Social Sciences	No Change in Title	Alison Wakefield (Interim)	Interim salary adjustment from \$98,800 to \$120,000	February 1, 2022

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

8. RESOLUTION TO APPROVE POLICIES ON PUBLIC SAFETY AND SECURITY, AND PROCUREMENT

WHEREAS, the Board of Trustees ("Board") is committed to ensuring regular review and updates of the College's policies; and,

WHEREAS, the President, Administration, and Personnel Committee recommend implementation of the Policies on Public Safety and Security, and Procurement; and,

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

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

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

RESOLUTION:

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees approve the recommendations of the President, Administration, and Personnel Committee as outlined above in **Item VIII., Personnel Recommendations 1-8.**

1) Resignations; 2) Appointment of Staff; 3) Appointment of Temporary Full-time Staff; 4) Appointment of Temporary Full-time Faculty; 5) Authorization of Part-time Staff; 6) Appointment of New Hire Adjunct Instructors; 7) Modifications to Staffing Table; 8) Resolution to Approve Policies on Public Safety and Security, and Procurement.

INTRODUCED BY:		
SECONDED BY:		
DATE:		February 22, 2022
Doria, Joseph Fahrenholz, Karen Galvin, Adamarys Gardner, Pamela Kenny, Roberta Lee, Bakari Peña, Jeanette Rodriguez, Silvia Stahl, Harold Netchert, William, Chair		
	Aye	Nay

IX. ACADEMIC AND STUDENT AFFAIRS

1. Resolution Authorizing Memorandum of Understanding Between Hudson County Community College and Montclair State University

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, Montclair State University ("MSU") 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 MSU whereby students who earn an associate degree at the College will be able to transfer seamlessly into mutually-agreed-upon baccalaureate degree programs at MSU, effective September 1, 2022; 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 approval of this Memorandum of Understanding;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the Memorandum of Understanding between Hudson County Community College and Montclair State University, effective September 1, 2022.

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 Between Hudson County Community College and Stockton University

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, Stockton University ("Stockton") 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 Stockton whereby students who earn an associate degree at the College will be able to transfer seamlessly into mutually-agreed-upon baccalaureate degree programs at Stockton, retroactive to January 1, 2022; 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 approval of this Memorandum of Understanding;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the Memorandum of Understanding between Hudson County Community College and Stockton University, retroactive to January 1, 2022.

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 Articulation Agreement Between Hudson County Community College and New Jersey City University for Academic Pathways in Cybersecurity

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, the College offers an Associate of Science in Computer Science Option in Cybersecurity degree program; and,

WHEREAS, one goal of the Associate of Science in Computer Science Option in Cybersecurity degree program is the successful transfer of its students to a four-year university to pursue a Bachelor of Science degree; and,

WHEREAS, New Jersey City University ("NJCU") offers a Bachelor of Science degree program in Cybersecurity; and,

WHEREAS, the College seeks to enter into an Articulation Agreement ("Agreement") with NJCU whereby students who earn an Associate of Science in Computer Science Option in Cybersecurity degree at the College will be able to transfer seamlessly into the Bachelor of Science in Cybersecurity degree program at NJCU, effective September 1, 2022; and,

WHEREAS, this Agreement will remain in effect for the term established in the Agreement 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 approval of this Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the Articulation Agreement between Hudson County Community College and New Jersey City University, effective September 1, 2022.

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

4. Resolution Authorizing Affiliation Agreement Between Hudson County Community College and New Jersey City University (NJCU) for Preceptorship Experiences for NJCU Students in Graduate Nursing Programs

WHEREAS, New Jersey City University ("NJCU") offers graduate-level programs in Nursing ("Programs") through its College of Professional Studies; and,

WHEREAS, the Programs require students to complete field learning experiences; and,

WHEREAS, the Programs require facilities at which students can complete their field learning experiences; and,

WHEREAS, Hudson County Community College ("College") has the capacity to meet these program needs; and,

WHEREAS, Hudson County Community College seeks to enter into an Affiliation Agreement ("Agreement") with NJCU whereby students enrolled in NJCU's Programs will be able to complete the requisite field learning experiences at the College, retroactive to January 1, 2022; and,

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

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the Affiliation Agreement between Hudson County Community College and New Jersey City University;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the Affiliation Agreement between Hudson County Community College and New Jersey City University, retroactive to January 1, 2022.

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 Agreement Between Hudson County Community College and Newark Board of Education for the Delivery of Culinary Arts Dual Credit Instruction

WHEREAS, Newark Board of Education ("NBOE") seeks to offer credit-bearing College courses in Culinary Arts for students enrolled in Newark Public Schools; and,

WHEREAS, Hudson County Community College's ("College") Early College Program has the capacity to meet the needs of NBOE; and,

WHEREAS, the College seeks to enter into an Agreement ("Agreement") with NBOE to offer creditbearing courses in a Culinary Arts Program, effective September 1, 2022; and,

WHEREAS, this Agreement will remain in effect until June 30, 2023 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 approval of the Agreement between Hudson County Community College and Newark Board of Education;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the Agreement between Hudson County Community College and Newark Board of Education, effective September 1, 2022.

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, the Administration, and the Academic and Student Affairs Committee as outlined above in Item **IX., Academic and Student Affairs Recommendations 1-5**:

1)Resolution Authorizing Memorandum of Understanding Between Hudson County Community College and Montclair State University; 2) Resolution Authorizing Memorandum of Understanding Between Hudson County Community College and Stockton University; 3) Resolution Authorizing Articulation Agreement Between Hudson County Community College and New Jersey City University for Academic Pathways in Cybersecurity; 4) Resolution Authorizing Affiliation Agreement Between Hudson County Community College and New Jersey City University (NJCU) for Preceptorship Experiences for NJCU Students in Graduate Nursing Programs; and, 5) Resolution Authorizing Agreement Between Hudson County Community College and Newark Board of Education for the Delivery of Culinary Arts Dual Credit Instruction.

INTRODUCED BY:		
SECONDED BY:		
DATE:		February 22, 2022
Doria, Joseph Fahrenholz, Karen Galvin, Adamarys Gardner, Pamela Kenny, Roberta Lee, Bakari Peña, Jeanette Rodriguez, Silvia Stahl, Harold Netchert, William, Chair		
	Aye	Nay

MASTER ARTICULATION AGREEMENT BETWEEN MONTCLAIR STATE UNIVERSITY AND

HUDSON COUNTY COMMUNITY COLLEGE

This Master Articulation Agreement ("Agreement"), effective as of September 1, 2021 ("Effective Date"), by and between **Hudson County Community College** ("Hudson") and **Montclair State University** ("Montclair"), connects students in Hudson's Associate of Arts ("A.A."), Associate of Science ("A.S."), and Associate of Fine Arts ("A.F.A") degree programs to various Bachelor of Arts, Bachelor of Science, or Bachelor of Fine Arts (collectively "BA/BS/BFA Degree") programs offered at Montclair. These connected degree programs enable students to complete their A.A., A.S., or A.F.A degrees at Hudson and then transfer to a variety of four-year programs at Montclair towards the completion of a BA/BS/BFA degree.

WHEREAS, Hudson and Montclair 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., A.S., or A.F.A. (collectively "Associate Degree") programs into the BA/BS/BFA Degree programs at Montclair 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 Montclair in order to attain their associates degree at Hudson and bachelor's degree at Montclair.

WHEREAS, Hudson and Montclair 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-25.1, 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 (http://www.state.nj.us/highereducation/PDFs/XferAgreementOct08.pdf).

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 Curriculums

The Hudson Associate Degree programs consist of two-year preparatory curriculums for students who plan on transferring to bachelor degree programs offered by major institutions like Montclair. The A.A., A.S., and A.F.A. curriculums at Hudson provide students with a strong foundation in their corresponding fields along with problem-solving experience and communication skills.

The BA/BS/BFA Degree programs at Montclair prepare graduates to enter various professions in many areas as further described in <u>Appendix A</u> attached hereto. 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 Montclair will develop and maintain accurate, up-to-date course equivalency listings for Hudson's Associate Degree programs and the BA/BS/BFA Degree programs at Montclair (which will be posted on the Montclair website). 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. At least once a year, each institution's involved faculty and administrative staff will meet to discuss curriculum and other program details. 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, Montclair agrees to engage a Montclair State employee to administer the day-to-day operations of this Agreement on the campus of Hudson; Hudson agrees to provide office space and other services necessary for the Montclair State 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 Montclair to carry with them the credit they have already earned for as much relevant study as possible. Any Hudson student who is admissible to Montclair may transfer credits as designated in the attached <u>Appendix B</u> subject to the following terms and conditions:

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 standards outlined for their designated program of study outlined in Appendix C.

b. Hudson students will go through Montclair'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 Montclair students.

c. The Hudson student must earn their A.A./A.S./A.F.A. degree from Hudson and submit their official transcript to Montclair to participate in this Agreement. The A.A./A.S./A.F.A. degree earned by the student at Hudson will waive the General Education requirements at Montclair.

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/BFA Degree programs at Montclair (Appendix C) will be considered for acceptance by Montclair. Montclair will accept a grade of D, provided this is earned as part of the A.A./A.S./A.F.A. degree.

e. The Hudson student must otherwise meet the admission standards and comply with the admissions procedures of Montclair. All determinations that a Hudson student has satisfied the prerequisites for admission, and the application of credit to the BA/BS/BFA Degree programs shall be made in the sole discretion of Montclair.

f. Montclair 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/BFA Degree programs imposes an undue risk of harm to him/herself or others or the property of Montclair 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/BFA Degree programs. Montclair 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/BFA Degree programs.

g. Hudson agrees that Montclair shall have the sole and final authority and oversight with respect to all academic matters regarding Montclair'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. The intent of the institution is that neither 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 Montclair in effect at the time of their application for admission to Montclair 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. Montclair will provide Hudson with information packets for transfer admissions. Hudson will provide its students with information about transferring to Montclair, including the list of course equivalencies pertaining to this Agreement.

Unless authorized by Montclair, 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 Montclair. Hudson students transferring to Montclair will be treated the same as other continuing Montclair students of equal class standing when applying for financial aid and in the distribution of available funds.

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 Montclair 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 Montclair.

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 MSU BSN Degree, Dual Enrollment/Automatic Transfer Agreement between Montclair State University and Hudson County Community College, and the Hudson County Community College AAS in Culinary Arts to Montclair State BS Nutrition and Food Science, Food Systems. 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 or 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 another 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 September 1, 2021 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 Montclair'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, Montclair 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 three (3) days after deposit in the United States mail with the proper postage affixed by certified mail, return requested, or nationally recognized courier subject to confirmation of receipt, as follows:

For Hudson

Dr. Heather Devries Dean of Academic Affairs & Assessment 70 Sip Avenue Jersey City, NJ 07306

For Montclair

Provost and Vice President for Academic Affairs Montclair State University 1 Normal Avenue Montclair, NJ 07043

Signatures

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.

Hudson County Community College

Montclair State University

President

President





Memorandum of Understanding Between Hudson County Community College and Stockton University

I. Introduction

The ability to transfer academic credits between institutions of higher education helps students save both time and money by eliminating unnecessary duplication and repetition of courses. Strong transfer partnerships, by extension, lower tuition costs, accelerate time to degree, strengthen graduation rates, and mitigate outmigration of students from New Jersey.

This Memorandum of Understanding (MOU), dated and effective as of January 2, 2022, strengthens the relationship between STOCKTON UNIVERSITY and HUDSON COUNTY COMMUNITY COLLEGE ("HCCC") by offering multiple opportunities for students to seamlessly pursue Associate's and Bachelor's degrees at two outstanding institutions of higher education.

It does so by:

- Reaffirming institutional commitment to New Jersey's existing "Comprehensive Statewide Transfer Agreement;"
- Developing Program-to-Program articulation agreements for specific highdemand majors;
- Offering Conditional Dual Admission to Stockton University for county college students beginning in the first year of their AA or AS degree;
- Strengthening Reverse Transfer practices for those students who transfer to Stockton before completion of an AA or AS degree;
- Offering incentives, including joint advising, special programs, and designated scholarships, to encourage student participation.

II. Overview of Statewide Transfer Agreement

- A. Both STOCKTON and HCCC reaffirm their commitment to the "Comprehensive State-Wide Transfer Agreement," commonly referred to as the Lampitt Law (<u>http://www.state.nj.us/highereducation/PDFs/XferAgreementOct08.pdf)</u>.
- B. Both institutions also commit to:

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- Recognizing AA or AS degrees from a New Jersey community or county college as fully transferable;
- Applying credits that do not culminate in an AA or AS degree from a New Jersey community or county college to the appropriate program, general education, graduation, and elective requirements for a BA or BS degree up to 64 credits;
- Providing a list of courses and prerequisites that a transfer student with an AA or AS degree from a New Jersey community or county college needs to complete to earn their chosen BA or BS degree at Stockton;
- Reviewing courses to determine institution-to-institution course equivalency to maximize the value of transferred credits within a student's degree and evaluating non-equivalent courses for credit on a case-by-case basis.
- C. At STOCKTON, up to 64 credits of coursework can be transferred either from a completed AA or AS degree or as individual courses; students must have received an earned grade of C or better in each course transferred (exception: a maximum of 66 credits is allowed in transfer from a regionally-accredited two-year college when the student has earned an associate's degree and been accepted for matriculation in STOCKTON's upper division Bachelor of Science in Nursing program).

III. Program-to-Program Articulation Agreements

- A. Both STOCKTON and HCCC also support NJ Transfer, (<u>http://www.njtransfer.org/</u>), a state-wide program that assists students transferring from two-year institutions to determine course equivalencies at the senior college or university of their choice, and the Transfer Equivalency Tool (TREQ).
- B. To build on this system, STOCKTON and HCCC agree to develop specific programto-program articulation agreements for high-demand majors to facilitate the quality and ease of transfer of students into comparable academic majors. Such agreements will be appended to this MOU and reviewed regularly by both schools to ensure they remain up-to-date in terms of course descriptions and degree requirements.

IV. Conditional Dual Admission

STOCKTON and HCCC further agree to strengthen the transfer process by offering conditional dual admission to STOCKTON. Students will be able to enter this program through one of two pathways, outlined below.

A. Admission via Stockton University

- 1. All freshman applicants who apply to STOCKTON, but are denied direct admission, shall receive notification of conditional dual admission to STOCKTON in partnership with HCCC through this MOU.
- 2. To enroll, students must both sign a consent form allowing STOCKTON and HCCC to share the student's information, and matriculate into HCCC.
- 3. Matriculation will be tracked by both institutions: 1) STOCKTON will provide application materials after prospective students complete the requisite consent

forms; 2) HCCC will track students matriculating to their campus, and provide STOCKTON with an electronic copy of each participant's transcript, free of charge, so that STOCKTON may monitor student start dates, selection, grade point average, credits completed, and active or inactive status; and, 3) following a participating student's matriculation to STOCKTON, the University will provide HCCC with the following information annually: (i) whether the student is still attending STOCKTON; (ii) whether and when the student has completed 64 credits, thereby making the student available for Reverse Transfer (discussed in section V below); (iii) whether the student is maintaining a 2.0 GPA (or higher in some restricted programs); and (iv) whether the student has graduated.

- 4. All application fees to STOCKTON will be waived for students whose admission is covered by this MOU.
- B. Admission via County College:
 - 1. Students who do not enroll in conditional dual admission via their application to STOCKTON can still do so upon their acceptance to HCCC, or at any time during their enrollment at HCCC. To enroll, they must sign a consent form allowing STOCKTON and HCCC to share the student's information.
 - 2. The same stipulations for tracking, advising and access to special events apply to these students as to the students who are conditionally admitted to STOCKTON through a direct application (specified in section IV.A.3 and 4 above, and IV.C. 1 and 2 below).
 - 3. Students who complete their AA or AS degree at HCCC and fulfill all other criteria pursuant to this MOU will enter STOCKTON as fully matriculated students with junior standing.

C. Program Benefits

- 1. Students who participate in conditional dual admission will be eligible to apply for STOCKTON housing from the first year of their matriculation to HCCC. Housing fees will be paid directly to STOCKTON.
- 2. Students who participate in conditional dual admission are also invited to participate in campus activities, student groups, and special events on both campuses from their first year of matriculation to HCCC, and will receive a special STOCKTON identification card for these purposes.

V. Reverse Transfer

- A. Students who complete at least 36 credits at HCCC, and successfully complete a cumulative total of 64 credits earned between their county college and a four-year institution, may be awarded an associate degree retroactively in accordance with the "Comprehensive State-Wide Transfer Agreement," a process known as reverse transfer.
- B. To actively encourage students to apply for reverse transfer, STOCKTON agrees to:
 1) provide information to incoming transfer students about the reverse transfer process; 2) notify students of their potential eligibility when they achieve 64 credits.

In addition, HCCC agrees to waive any degree audit or graduation fees as an incentive for application.

C. STOCKTON and HCCC further agree to co-host reverse transfer information sessions for transfer students.

VI. Time Limits

- A. Any full-time student who matriculates to STOCKTON within three (3) years of the student's original enrollment in HCCC will be subject to the undergraduate degree requirements for the applicable STOCKTON program in place at the time of their original enrollment in HCCC. If more than three (3) years has elapsed between the date of the original enrollment in HCCC and a full-time student's matriculation to STOCKTON, the student must satisfy any degree requirements in place at the time of matriculation to STOCKTON.
- B. Any part-time student (i.e. a student that is classified by HCCC as a part-time student in any one semester of continuous enrollment) that matriculates to STOCKTON within five (5) years of such student's original enrollment in HCCC will be subject to the undergraduate degree requirements for the applicable STOCKTON program in place at the time of their original enrollment in HCCC. If more than five (5) years has elapsed between the date of the original enrollment in HCCC and the student's matriculation to STOCKTON, the part-time student must satisfy any degree requirements in place at the time of matriculation to STOCKTON.

VII. Academic Advising

- A. HCCC students will be jointly advised by both STOCKTON and HCCC when such students enroll at HCCC to maximize each student's ability to enter STOCKTON having completed the correct prerequisite courses and been advised of all STOCKTON and program degree requirements.
- B. To support this work, HCCC will provide office space on its campus to be staffed by a STOCKTON advisor on a regular schedule; this will ensure that conditional dual admission students have ongoing STOCKTON support on such issues as course-tocourse equivalency, program-specific requirements, reverse transfer options, additional admissions requirements, financial aid, and other matters related to matriculation.
- C. In addition, conditional dual admission students will benefit from ongoing, coordinated advising by representatives from both institutions to assist in course selection and ensure familiarity with graduation requirements of their proposed major. The students will also be invited to attend special events hosted on STOCKTON'S campus.

VIII. Financial Aid and Assistance

A. Participating students' financial aid will be processed and provided by HCCC when such students are enrolled at HCCC pursuant to HCCC's applicable policies and procedures. HCCC makes no representation or warranties regarding the availability of financial aid for students. When participating students are enrolled at

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STOCKTON, they may apply for financial aid through STOCKTON pursuant to the University's applicable policies and procedures.

B. STOCKTON, in accordance with its policies and procedures, will provide five (5) oneyear scholarships of \$2,000 per year to HCCC students whose admission to STOCKTON is covered by this MOU.

IX. Cooperation, Assessment and Other Initiatives

- A. STOCKTON and HCCC acknowledge that a successful partnership requires ongoing cooperative efforts, assessment, and support. In addition, both institutions acknowledge the potential for the existence of potential further opportunities for collaboration and partnership.
- B. Consequently, STOCKTON and HCCC agree to establish an advisory committee to ensure best practices in the following areas: (a) recruitment and enrollment management; (b) academic services; (c) student services; (d) information technology; (e) marketing; and (f) facilities use.
- C. This MOU will be assessed after the first five (5) years of operation using a mutually agreed upon assessment plan, and then every two (2) years thereafter.

X. Intellectual Property and Publicity

- A. STOCKTON and HCCC agree to work cooperatively to create marketing language to promote this MOU's program-to-program articulation agreements, conditional dual admission, and reverse transfer efforts. To do so, STOCKTON and HCCC will be granted non-exclusive and non-transferable permission to use the other institution's name, logo, and related intellectual property for academic, business, and merchandizing purposes. This includes permission to use mutually agreed-upon domain names and URLs to support initiatives in this MOU without royalty or fee, and upon written approval by both parties.
- B. To the maximum extent possible, both institutions shall notify one another when asked for public statements or press releases relating to this MOU and shall take reasonable steps to secure authorization from one another approving such messages prior to making any public statements.

XI. Fundraising, Foundation, and Alumni Activities

- A. STOCKTON and HCCC shall retain the right to treat students who have completed relevant degree programs described in this MOU as alumni of their institutions.
- B. Likewise, both institutions reserve the right to solicit donations from matriculated students and alumni who have completed degree programs described in this MOU.
- C. Participating institutions may work jointly in developing mutually beneficial fundraising and alumni engagement strategies.

XII. Separate Accounting; No Change in Status

- A. Costs and revenues will not be shared or allocated between participating institutions. During the period that a participating student is enrolled at HCCC, all costs and revenues arising from such enrollment will be paid toHCCC. During the period that a participating student is enrolled at STOCKTON, all costs and revenues arising from such enrollment will be paid to STOCKTON.
- B. STOCKTON and HCCC, and their respective Boards of Trustees, will continue to maintain their independent authority, rights, and privileges as set forth in their respective enabling statutes and bylaws. Moreover, the employees of STOCKTON and HCCC shall continue as employees of their respective institutions, with all of the rights and obligations attendant thereto. The foregoing shall not preclude STOCKTON or HCCC from entering into arrangements in the future to jointly employ certain individuals. Each institution shall be responsible for funding its own budget.

XIII. Term, Renewal, and Termination

- A. This MOU shall have an initial term of five (5) years from the date it becomes effective. Subject to changes that may be agreed upon by both institutions pursuant to the assessments set forth in Section IX and as otherwise set forth herein, this MOU shall renew automatically for successive two-year terms until terminated.
- B. This agreement may be terminated by either STOCKTON or HCCC by written notice to the other institution if:
 - 1. There shall have been a material breach of any of the covenants set forth in this MOU on the part of either institution, which breach (if susceptible to cure) is not cured within on hundred twenty (120) days following written notice to the institution committing the breach, or;
 - 2. The other institution shall cease to maintain its accreditation or licensure, or;
 - 3. The other institution or any of its employees or agents shall engage in any conduct that could reasonably be expected to adversely affect the reputation of the institution seeking termination.
 - 4. For any reason upon the provision of ninety (90) days prior written notice. Such termination to take effect at the end of the current school year. Termination shall not affect any students currently enrolled in either Stockton or HCCC under this Agreement.
- C. After the first five (5) years following the date that this MOU becomes effective, either institution may terminate this MOU for any reason or no reason upon one year's written notice to the other institution.
- D. In the event that this MOU is terminated, it is understood and agreed that the termination will not apply to those students already accepted to STOCKTON and HCCC under the terms of this MOU.

XIV. Compliance with Applicable Laws

A. Participating institutions agree to abide by the Family Educational Rights and Privacy Act (FERPA) and any other applicable federal and state laws/regulations addressing student privacy. Any student data proposed to be shared (whether before or after the

execution of this MOU) will be shared only in compliance with FERPA or any other applicable federal and state laws.

- B. Both STOCKTON and HCCC, in its programs and services, adhere to New Jersey's non-discrimination policy for Affirmative Action and Equal Employment Opportunity. In accordance with that policy, both institutions participating in this MOU will not discriminate based upon race; creed; color; national origin; ancestry; age; sex; marital status; familial status; affectional or sexual orientation; atypical heredity, cellular, or blood trait; genetic information; liability for training and service in the Armed Forces of the United States; or disability.
- C. This MOU will be governed by, and construed under, the laws of the State of New Jersey without regard to conflicts-of-laws principles. All disputes arising under this MOU shall be resolved by arbitration in the State of New Jersey in accordance with the Commercial Arbitration Rules of the American Arbitration Association then currently in effect, or by an individual arbitrator mutually agreed upon by both institutions. Demand for arbitration of any such dispute shall be made within a reasonable time after the dispute has arisen, and shall in no event be made after the date when institution of legal or equitable proceedings for the resolution of such dispute would be barred by the applicable statute of limitations as determined under the laws of the State of New Jersey. Any demand for arbitration shall include all disputes then known to the demanding party. Judgement upon the award rendered hereby may be entered in any court having competent jurisdiction thereof or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.
- D. This MOU may be executed in one or more counterparts, each of which will be deemed an original of this MOU and all of which will be deemed to constitute the same letter. To the extent permitted by law, a signature delivered via facsimile or email will be considered as an original for the purposes of acknowledging and agreeing to the terms of this MOU.
- E. This MOU supersedes any other similar agreement or MOU, written or otherwise, or any representations made thereto, between participating institutions, or any past practices of a nature provided for herein.
- F. STOCKTON and HCCC each represent that all necessary action has been taken to authorize the execution and delivery of this MOU.

IN WITNESS WHEREOF, participating institutions have duly executed this instrument.

For HUDSON COUNTY COMMUNITY COLLEGE:

For STOCKTON UNIVERSITY:

Dr. Christopher M. Reber, President

Dr. Harvey Kesselman

DUAL ADMISSIONS & ARTICULATION PROGRAM AGREEMENT

HUDSON COUNTY COMMUNITY COLLEGE and NEW JERSEY CITY UNIVERSITY

A.S. in Computer Science Option in Cybersecurity to B.S. in Cybersecurity

EFFECTIVE DATE: September 1, 2022

This program is designed to offer students a unique opportunity to complete a bachelor's degree "seamlessly" at two institutions of higher education. Under this agreement students will enter into a sequential degree program wherein a Bachelor of Science (B.S.) in Cybersecurity degree at New Jersey City University (NJCU) is predicated upon conferral of an Associate of Science (A.S.) Degree in Computer Science Option in Cybersecurity at Hudson County Community College (HCCC). Students who participate in this program will be initially identified by HCCC, who will provide notification to NJCU prior to the completion of designated A.S. degree program. HCCC will monitor the academic progress of students covered by this Dual Admissions Program Agreement. Students who subsequently complete their A.S. degree program and fulfill all criteria of this Dual Admissions Program Agreement will enter NJCU as fully matriculated students with junior-year standing.

II. Benefits/Advantages of This Program

- Creation of a four-year plan for completing the Bachelor of Science in Cybersecurity degree;
- Provision of early planning with HCCC and NJCU counselors to ensure a smooth transfer;
- Special advising from NJCU faculty while enrolled at HCCC;
- Prospective students will be offered admissions and financial aid advising through scheduled visits to the HCCC campus;
- Ability to earn both associate's and bachelor's degrees while maximizing transferability of credits;
- A guarantee that students who meet the stated criteria will have a reserved place in the Cybersecurity program at NJCU;
- Graduation requirements at NJCU will not change as long as the student meets the criteria outlined under <u>V. Time Limits;</u>
- Access to NJCU financial aid counselors to facilitate early financial planning and estimates of financial aid and scholarships while students are enrolled at HCCC;
- An opportunity for students to meet with college administrators and faculty members at special advising and orientation programs;
- A welcome to NJCU with notification of a student's acceptance into the Dual Admissions Program;
- NJCU faculty member(s) may teach an NJCU course(s) at HCCC as agreed upon; HCCC will provide classroom(s) for the course(s);
- A workshop will be taught at NJCU by NJCU faculty to acquaint students with the campus, its faculty, staff and students. This workshop will be provided each August prior to the first course, (date to be determined).

III. Requirements for Admission to NJCU under the Dual Admissions Program Agreement

Admission to NJCU is contingent upon a student's:

- Admission to HCCC;
- Completion and submission of the Dual Admissions Program Application and the Academic Record Release Form at time of acceptance to HCCC;
- Attainment of a grade point average of 2.0 or higher at HCCC;
- Meeting the general admission criteria of NJCU;
- Submission of official transcripts of HCCC;
- Submission of official transcripts of all previous college work at each institution attended;

IV. The Dual Admissions Program Application Process and Procedures

- 1. The NJCU Office of Admissions will mail HCCC Dual Admissions Program applicants a letter of welcome with notification of his/her acceptance into the Dual Admissions Program upon receipt of the Dual Admissions Program Application and Academic Record Release Form. NJCU will waive the application fee. The notification letter will outline the parameters and guarantees of the program and include instructions the student must follow to maintain eligibility in the program. Students will be assigned an advisor at each of the participating institutions.
- 2. HCCC will maintain records of students enrolled in the program and will provide, free of charge, NJCU Office of Admissions with copies (preferably electronic) of student transcripts on or about February 1st in the year of the student's graduation. NJCU will provide HCCC with aggregate data on retention and graduation rates for students who transfer to NJCU under this Dual Admissions Program Agreement.
- 3. Representatives of NJCU will meet with students in the Dual Admissions Program at HCCC at least annually, or as needed. The purpose of these meetings is to provide information about NJCU and its services, re-emphasize NJCU's final application requirements, and answer student questions. Dual Admissions Program students will be invited and encouraged to attend NJCU's early scheduling/advisement sessions for new students.

V. Time Limit

Students completing the A.S. degree course work at HCCC and matriculating at NJCU within four years of the student's first completion a Cybersecurity course at HCCC will follow the undergraduate college degree requirements in place at NJCU at the time of initial enrollment in a Cybersecurity course at HCCC. If more than four years elapses between the date of initial enrollment in a Cybersecurity course at HCCC and the date of matriculation at NJCU, the student must fulfill the degree requirements in place at the time of entrance to NJCU.

VI. Transferability of Credits

Dual Admissions Program students entering NJCU with an A.S. degree will receive credit for all NJCU general studies requirements. NJCU will accept a maximum of 60 credits when the student enters the University with an A.S. degree.

Transfer of credits in excess of the 60 credits noted in the agreement will be evaluated on a caseby-case basis and only as these credits apply to the B.S. Cybersecurity program at NJCU.

Students entering the B.S. Cybersecurity program through this dual admissions agreement may not transfer into another NJCU major without a re-evaluation of his or her original transcript(s). This evaluation will be completed based on existing policy applied to all A.S. transfer students. A maximum of 60 credits may be applied to NJCU degree requirements, assuming a minimum grade of "C" is earned for all such accepted credits.

VII. Bachelor of Science in Cybersecurity Curriculum Requirements

Attachment A, entitled, "Cybersecurity Program – Course Requirements Sample," Attachment B, entitled, "Cybersecurity Requirements," and Attachment C, entitled "Cybersecurity Course Descriptions," are appended to this Agreement.

VIII. Institutional Responsibilities

NJCU and HCCC agree to promote the Dual Admissions Program in appropriate college publications and at recruitment and outreach activities.

A representative of the Cybersecurity faculty from NJCU will participate in the orientation and open house sessions at HCCC.

IX. Agreement Review

NJCU and HCCC will notify one another of curricular changes upon institutional approval. The Dual Admissions Program Agreement shall be reviewed and modified, as needed, every three years by officials at NJCU and HCCC.

This agreement represents the entire agreement between NJCU and HCCC 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.

X. Anticipated Date of Implementation/Term/Termination

The terms of this Agreement become effective September 1, 2022. This term of this Agreement shall be three (3) years from the date it becomes effective. Either party may terminate this Agreement upon ninety (90) days' written notice to the other party. Such termination shall take effect at the end of the next semester following notice of termination. Termination shall not affect students currently enrolled in the program.

XI. 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 two counterparts, each of which shall have full legal force and effect.
- f. This agreement shall be interpreted and construed under the laws of the state of New Jersey, principles of conflicts of law notwithstanding.
- g. 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.
- h. 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.
- i. All notices required by this Agreement shall be in writing and be addressed to the following individuals:

To NJCU:	To HCCC:
Dr. Michael Edmondson	Dr. Heather DeVries
Dean of the College of Professional Studies	Dean, Academic Affairs and Assessment
Professional Studies Building, Room 402	70 Sip Avenue
2039 John F. Kennedy Blvd	Jersey City, New Jersey 07306
Jersey City, NJ 07305	

Notice may be sent by overnight mail with a national overnight courier, hand delivery, or by certified mail – return receipt requested. Notices shall be effective upon receipt of notice (or the refusal of receipt).

For Hudson Community College

Dr. Darryl E. Jones Vice President of Academic Affairs Hudson Community College Dr. Christopher M. Reber President Hudson Community College

Date: _____

Date: _____

For New Jersey City University

Dr. Tamara Jhashi Provost and Senior Vice President New Jersey City University Dr. Sue Henderson President New Jersey City University

Date: _____

Date: _____

ATTACHMENT A Cybersecurity B.S. Program - Course Requirements Sample *Indicates Classes that are transferred from HCCC

SEMESTER and COURSE

CREDITS

Semester 1 (e.g. Fall)

CS 101- Fundamentals of Computer Science *
CS 206- Concepts of Operating Systems*
CS 407- Introduction to Linux Administration
SECU 210- Introduction to Intelligence
SECU 222- Computer Security I*
CS 252- Computer Programming*
SECU Elective

(Not including transferred courses)

Semester 2 (e.g. Spring) CS 410- Telecom and Networks*

······································	
CS 410- Telecom and Networks*	3
SECU 221- Contemporary International Security	3
SECU 224- Ethics in National Security	3
SECU 322- Computer Security II	3
SECU 323- Risk Management	3
SECU Elective	3
	15

(Not including transferred courses)

Semester 3 (e.g. Fall)	
SECU 309- Introduction to Computer & Network Security*	3
SECU 422- Computer Security III	3
SECU 3XX- Cyber Incident Handling	3
SECU 340- Ethical Hacking*	3
SECU 154 - Careers in Professional Security	3
SECU Elective	3
	15

(Not including transferred courses)

Semester 4 (e.g. Spring)

SECU 345- Computer Forensics I*	3
SECU 430- Computer Hacking Forensic Investigator	3
SECU 460- Security & Privacy of Information & Information Systems	3
SECU 3XX- Cybersecurity & Event Management	3
SECU 415- Intrusion Detection & Prevention Systems	3
SECU Elective	3
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ATTACHMENT B NEW JERSEY CITY UNIVERSITY HUDSON COMMUNITY COLLEGE Summary of Cybersecurity Program Courses

Hudson County Community College	
[To be completed by HCCC & NJCU faculty]	
	C
Course	e
CSC 117 Java Programming ¹	it
CSC 240 Introduction to Network & Network Concept ²	
CSC 227 Introduction to Operation Systems ³	
CSC 214 Data Structure & Advanced Programming ⁴ CSC 235 Network Security ⁵	
CSC 245 Ethical Hacking ⁶	
CSC 243 Ethical Hacking CSC 242 Computer Forensics & Investigation ⁷	
CSC 232 Cybersecurity ⁸	
	Т
Total Hudson CC credits	
Now Jorson City University	
New Jersey City University	
New Jersey City University	
Course	j
Course	
Course CS 206- Concepts of Operating Systems SECU 210- Introduction to Intelligence	
Course CS 206- Concepts of Operating Systems SECU 210- Introduction to Intelligence SECU 222 Computer Security I	
Course CS 206- Concepts of Operating Systems SECU 210- Introduction to Intelligence SECU 222 Computer Security I CS 252- Computer Programming	
Course CS 206- Concepts of Operating Systems SECU 210- Introduction to Intelligence SECU 222 Computer Security I	
Course CS 206- Concepts of Operating Systems SECU 210- Introduction to Intelligence SECU 222 Computer Security I CS 252- Computer Programming	

*Note: Notwithstanding anything to the contrary, the transferability of general studies credits shall be governed by Article VI of this Agreement.

SECU 322- Computer Security II	3
SECU 323- Risk Management	3
SECU 422- Computer Security III	3
SECU 3XX- Cyber Incident Handling	3
SECU 154 - Careers in Professional Security	3
SECU 345- Computer Forensics I	3
SECU 430- Computer Hacking Forensic Investigator	3
SECU 460- Security & Privacy of Information & Information Systems	3
SECU 3XX- Cybersecurity & Event Management	3
SECU 415- Intrusion Detection & Prevention Systems	3
SECU Electives	9
Total Major Credits	60
Total Major Credits TOTAL CREDITS EARNED FOR BS 120 credits	60
	60

ATTACHMENT C NEW JERSEY CITY UNIVERSITY Description of Courses

CS 101 Computer Science I (3 Credits)

This course covers fundamental principles of programming with emphasis on the Object-Oriented programming paradigm. The focus is on using programming for problem solving. Topics covered on programming principles include data types, selection and iterative statements, arrays, structures, input/output statements, and functions. Object-oriented concepts include abstract data types, encapsulation, data hiding, inheritance, polymorphism, objects, and classes. **Pre/Co-Requisite(s):** <u>MATH 175</u> Enhanced Pre-Calculus or <u>MATH 165</u> Pre-Calculus.

CS 206 Concepts of Operating Systems (3 Credits)

This course provides an overview of functionality and design issues in operating systems. This course covers process management; synchronization, deadlock, job scheduling, interrupts, interprocess communications, multitasking, memory management; memory hierarchy, virtual memory, cache, associative, file management, I/O device management, concurrency, protection and security. Case Studies of Unix/Linux, Windows XP and other operating systems are included.

Pre-Requisite(s): CS 102 Computer Science II.

CS 407 Introduction to Unix/Linux System Administration and Shell Programming (3 Credits)

This course enables students to master the fundamentals of Operating System Unix/Linux and the system administration techniques in shell programming. Topics include Linux/Unix Operating Systems, Basic Commands in Linux/Unix, File System, Security and File Permission, Borne Shell (BASH), Shell programming with Perl and Shell commands. **Prerequisite(s):** CS 101

CS 252 Programming for All in Python and Computer Science Principles (3 Credits)

This course provides a novice friendly hands on experience in computer programming. It covers the basic techniques, including use of the Python IDE (Integrated Development Environment) and Python program coding. Topics treated include syntax, logic control, loop iteration, IO (Input/Output), and algorithms. Students learn the concepts and skills of programming. **Pre-Requisite(s):** <u>CS 120</u> or <u>CS 125</u>

CS 410 Telecommunications & Networks (3 Credits)

This is a study of data communications and networks. Topics include signal concepts, modulation, synchronous and asynchronous transmissions, multiplexing and multiplexers, modems, controllers, error detection and correction, communication software, protocols and network configurations.

Pre-Requisite(s): CS 204 Computer Organization

SECU 151 Security Systems & Design (3 Credits)

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Detailed examination into the administrative planning of security activities, requirements for their effective execution and the supportive equipment and physical layout design for maintaining an effective security system are conducted in this course.

SECU 152 Loss Prevention Technique (3 Credits)

This course stresses individual research in all aspects of loss prevention situations. Students are required to develop security systems that reflect new techniques and concepts. The case study method is employed.

SECU 153 Occupational Safety and Health (3 Credits)

Management and supervisory principles and basic concepts in occupational safety and health are introduced in this course.

SECU 154 Careers in Professional Security Studies (3 Credits)

Course focuses on the many and varied career opportunities in the field of professional security studies. In addition to researching and understanding the requirements for these positions, the application, interviewing process and the preparation of a professional resume and/or curriculum vita will be emphasized.

Pre-Requisite: SECU 150

SECU 155 Introduction to International Security (3 Credits)

This course introduces theories and problems in international security and applies them to current events. Topics include the causes and ethics of war, security policy decisions, balancing offense and defense, and threats from non-state actors, such as terrorists.

SECU 210 Introduction to Intelligence (3 Credits)

This course covers the history and evolution of intelligence, covering areas that include principles and processes, ethics, and how it is used in a national security setting. Students will develop knowledge of the use and practices of intelligence with respect to homeland and national security interests.

Pre-Requisite: SECU 150 Introduction to Security

SECU 214 Crime Scene Investigation (3 Credits)

This course will review basic and advanced procedures of crime scene investigation. Students will learn the procedures for documenting crime scenes. The course will also cover the proper search techniques, documentation, and collection of evidence. The course will also introduce students to fingerprint examination, bloodstain pattern analysis, and crime-scene reconstruction.

SECU 215 Behavioral Analysis and Criminal Profiling (3 Credits)

This course will explore a comprehensive approach to behavioral analysis and criminal profiling. It will examine the foundations and methods of profiling and application of such methods to the investigation of various crimes or threats. The course will also address the application of behavioral analysis to our understanding of terrorism.

Prerequisite: SECU 150 Introduction to Security

This course analyzes special problem areas in national and industrial security. The focus is on security education and training, community relations, white collar crime, subversion and sabotage, civil disturbance, and emergency and disaster control.

SECU 221 Contemporary International Security Topics (3 Credits)

This course applies the theories and lessons from international security to new and emerging threats, risks, and sources of conflict and cooperation including terrorism, human security, climate changes, and cyberspace. Students learn security responses ranging from policy development to kinetic operations.

Pre-Requisite(s): SECU 155 Introduction to International Security

SECU 222 Computer Security I (3 Credits)

This introductory course focuses on the importance of information security and the impact technology has in the field of security. Specific areas of coverage include: history vs. current methodology, capabilities and limitations of communications; automated information systems (AIS); hardware; software; memory; media; networks; system operating environment and security policies.

SECU 224 Ethics in National Security (3 Credits)

This course examines how ethical standards apply to human relations and the specific implications for national Security professionals. It combines lectures, case studies, and discussions to critically analyze the impact of ethical behavior and conduct in support of national security objectives.

Pre-Requisite: SECU 150 Introduction to Security

SECU 280 Security Organization & Administration (3 Credits)

This course is designed as an introduction to the organization and administration of security functions within a corporation, company or municipality. Topics such as administrative procedures and corporate management philosophy are examined.

SECU 305 Special Topics in Professional Security Studies (3 Credits)

This course covers selected topics in Professional Security Studies that are of recent or current interest in the field. Topics are selected from the three major domains of this department to include National, Corporate or Information Assurance/Cyber Security. **Pre-Requisite(s):** <u>SECU 150</u>

SECU 309 Introduction to Computer & Network Security (3 Credits)

This course covers network security for the Cybersecurity Program. It will introduce network and internet terminology in information security, information assurance and related legal and ethical issues. The topics span various cybersecurity domains including TCP/IP general concepts, OS identification, scanning, web servers and wireless assets vulnerabilities, cryptography, and network protection.

SECU 310 Forensic Investigations (3 Credits)

This course provides an overview of forensic investigations that covers the three major domains in Professional Security Studies-National, Corporate and Information Assurance/Cyber Security. Students will be introduced to the various forensic investigations involved within these three areas.

Pre-Requisite(s): <u>SECU 150</u>

SECU 311 Bloodstain Pattern Analysis (3 Credits)

This course will explore the history of bloodstain pattern analysis in criminal investigations. Students will learn basic pattern interpretation and conduct experimentation to solidify their learning. Students will learn the methods for determining impact angles, direction of travel, as well as areas of convergence and origin of impact spatter patterns.

SECU 315 Big Data Analysis and Visualization in U.S. National Security (3 Credits)

The ability to collect, analyze, and produce visualizations of big data is a critical (and employable!) national security skill set. Using available datasets from the FBI, START/DHS, social media, and elsewhere, students will conduct and present policy relevant national security research using industry leading data visualization software.

SECU 321 Seminar on National Security (3 Credits)

National Security, the protection of American interests impacts many facets of our society. The role of the U.S. homeland security and intelligence communities are comprehensively investigated as they pertain to the interdisciplinary responsibilities of security professionals. This seminar is based on intensive study that supports other security courses with research. **Pre-Requisite(s):** <u>SECU 150</u>

SECU 322 Computer Security II (3 Credits)

This intermediate course focuses on the importance of information security (INFOSEC) and the impact technology has in the field of security. Specific areas of coverage include: Operational Security (OPSEC), policy, roles and responsibilities, cryptography, transmission security, and components of the National Training Standard for Information System Security-(NSTISS). Components include: national policy, threats, countermeasures and risk management among others.

Pre-Requisite(s): SECU 222

SECU 323 Risk Management (3 Credits)

Course focuses on the management and mitigation of risk in security settings. Critical incident response, risk assessment, and the development of security surveys, identifying risks and offering solutions will be emphasized and applied to the three major domains of national, corporate and cyber security within the security industry.

Pre-Requisite(s): SECU 150

SECU 340 Ethical Hacking I (3 Credits)

This course immerse students into an interactive environment where they are shown how to scan, test, hack and secure their own Cyber systems. A self-contained lab gives each student in-depth knowledge and experience on how defenses work and then lead into attacking their own networks; no real network is harmed.

Pre-Requisite(s): SECU 222 or Permission of Instructor

SECU 345 Computer Forensics I (3 Credits)

Digital forensics are a standard component of today's investigation techniques for National, Corporate and Cyber Security. This course deals with the preservation, identification and reconstruction, extraction, documentation, reporting, acquisition, analysis, interpretation and reconstruction of computer data. Topics covered include evidence handling, chain of custody, collection, preservation, identification and recovery of computer data. **Pre-Requisite(s):** SECU 222 or Permission of Instructor

SECU 398 Research Methods in Professional Security Studies (3 Credits)

Introduction and practice in the use of primary sources, including the basic methodologies and techniques of research design within the field of Professional Security Studies. Students will gain experience in the development of research proposals and in the use and verification of different types of empirical evidence. Consistent with the environment of Professional Security in the 21st Century, use of electronic databases, computers and technology are emphasized throughout. **Pre-Requisite:** <u>SECU 150</u>

SECU 415 Intrusion Detection and Prevention Systems (3 Credits)

The Intrusion Detection and Prevention course is designed to provide knowledge in the area of intrusion detection and incident response once an intrusion has been detected. Topics covered in this course include computer security, computer network exploitation, intrusion detection, incident handling, hacker exploits, hacker tools and cybercrime investigative techniques.

SECU 422 Computer Security III (3 Credits)

This capstone course focuses on the importance of information security (INFOSEC) and the impact technology has in the field of security. Major domains covered are National Training Standard for Information Systems Security-(NSTISS) planning/management/ and policies/procedures. Specific topics include: security planning, risk management, systems lifecycle management, contingency planning/disaster recovery, physical security measures, personal security practices and procedures, software security, network security, administrative controls, auditing, cryptosecurity, key management, transmission and TEMPEST security. **Pre-Requisite(s):** <u>SECU 322</u>

SECU 430 Computer Hacking Forensic Investigator (3 Credits)

The Computer Hacking Forensic Investigator course will explore the technologies associated with the security discipline of digital forensics. CHFI is a comprehensive course covering major forensic investigation scenarios, enabling students to acquire hands-on experience with forensic investigation techniques and forensic tools necessary to successfully carry out a computer forensic investigation.

SECU 465 Resource Management in Security (3 Credits)

This course explores the major issues of financial and human resource management, and combines theories with practical applications to emphasize current best practices. The first half of the course focuses on the fundamentals of human resource management, while the remaining half focuses on budgeting and financial management.

SECU 1305 Special Topics: Intelligence Analysis and National Security (3 Credits)

This course covers selected topics in Professional Security Studies that are of recent or current interest in the field. The Intelligence Analysis and National Security topic is selected from the major domain of National Security. The other two domains of Corporate Security and Information Assurance/Cyber Security with be integrated.

Pre-Requisite(s): <u>SECU 150</u>

SECU 2305 Special Topics: National Security Policy (3 Credits)

This course covers selected topics in Professional Security Studies that are of recent or current interest in the field. The National Security Policy topic is selected from the major domain of National Security. The other two domains of Corporate Security and Information Assurance/Cyber Security with be integrated.

Pre-Requisite(s): SECU 150

SECU 3305 Special Topics: Executive Communications for National Security (3 Credits)

This course covers selected topics in Professional Security Studies that are of recent or current interest in the field. The Executive Communications for National Security topic is selected from the major domain of National Security. The other two domains of Corporate Security and Information Assurance/Cyber Security with be integrated.

Pre-Requisite(s): SECU 150

SECU 4305 Special Topics: Domestic Terrorism (3 Credits)

This course covers selected topics in Professional Security Studies that are of recent or current interest in the field. The Domestic Terrorism topic is selected from all three of this department's major domains: National Security, Corporate Security and Information Assurance/Cyber Security.

Pre-Requisite(s): SECU 150

SECU 5305 Special Topics: Extremist Groups (3 Credits)

This course focuses on understanding the motivation, tactics, and targeting trends of extremist groups so that security professionals are better able to evaluate potential threats and developed appropriate countermeasures to protect the organization's personnel and other assets. Students discuss terrorism and its effect on security management. **Pre-Requisite(s):** SECU 150

SECU 6305 Special Topics: Critical Thinking (3 Credits)

This course examines the approaches to strategic critical decision making in contemporary national security, such as Critical Thinking and Intelligence Gathering (CTIG), Analysis of Competitive Hypothesis (ACH), and the Military Decision Making Process (MDMP). Students are immersed in field-based competency development exercises, leading to practitioner proficiency in critical thinking and problem solving.

Pre-Requisite(s): SECU 150

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SECU 7305 Special Topics: Security Fraud (3 Credits)

The investigation of fraud by security professionals is the focus of this course. This course emphasizes forensic accounting techniques and methods to identify and prevent fraud. **Pre-Requisite(s):** <u>SECU 150</u>

SECU 3XX Cyber Incident Handling (3 Credits)

Class still in development

SECU 3XX Cybersecurity & Event Management (3 Credits)

Class still in development

SECU 460 Security & Privacy of Information & Information Systems (3 Credits) Class still in development

GRADUATE NURSING AFFILIATION AGREEMENT BETWEEN NEW JERSEY CITY UNIVERSITY AND HUDSON COUNTY COMMUNITY COLLEGE

This AFFILIATION AGREEMENT ("Agreement") is entered into as of January 1, 2022, between NEW JERSEY CITY UNIVERSITY with its primary address at 2039 Kennedy Blvd, Jersey City, 07305 ("UNIVERSITY") and HUDSON COUNTY COMMUNITY COLLEGE, with its primary address at 70 Sip Avenue Jersey City, New Jersey 07306 ("FACILITY") (individually "Party" and collectively the "Parties")

WHEREAS, it is the intention of the UNIVERSITY and the FACILITY to cooperate for the education of the Universities' graduate level nursing students enrolled in the University's Nursing programs.

RECITALS

The University conducts an approved and accredited nursing program (the "Nursing Program") to provide academic and professional education for its students ("Students") and desires access to facilities in which its Students can obtain broader learning experiences related to the Nursing Education Program.

The Facility maintains facilities which can be used to furnish clinical and health care field learning experiences ("Education Programs") to Students and desires to have said facilities so used.

It is in the mutual interest and benefit of the Parties that Students obtain experiences in such Education Programs at the Facility to further their academic and professional education in accordance with this Agreement.

Now, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. TERM

The term of this Agreement is one year. It shall renew automatically for additional one-year terms, unless either party gives the other party written notice of its intent not to renew, at least thirty (30) days prior to the end of the current one-year contract.

2. TERMINATION

- **a.** Either party may terminate this Agreement without cause, upon thirty (30) days prior written notice to either party.
- **b.** In the event of a breach of any provision of this Agreement by one party, the other party shall have the right to give the breaching party notice thereof. If the breaching party fails to remedy the breach within fifteen (15) days of the receipt of written notice of the breach, the other party may, at its sole option, terminate this Agreement.
- **c.** If the Facility exercises its right to terminate this Agreement, the Facility agrees that students then currently participating in a nursing program will be permitted to complete the program, regardless of theeffective date of termination.

3. UNIVERSITY RESPONSIBILITIES

- **a.** The University shall assume full responsibility for the planning and the execution of the curriculum for its students, including the administration, curriculum content, and mentor appointments.
- **b.** The University assures that all University mentors possess the requisite academic qualifications for their academic roles.
- **c.** The University will provide a clinical assignment schedule of dates for the affiliation periods throughout the academic year.

4. STUDENT RESPONSIBILITIES

The University shall advise the student of the following conditions of participation in the program. Further, the University shall advise the student that failure to meet the following conditions shall be grounds for denial of admission to the Facility and program

- **a.** Each student of the University shall, at all times, follow the rules and regulations established by the Facility. The Facility shall orient the student to applicable rules and regulations.
- **b.** The health of each student assigned to the Facility shall meet the standards required for the Facility's students, including compliance with Facility's immunization and other health requirements.
- **c.** The University will provide medical documentation of any special physical needs of the student participating in the clinical program
- **d.** Each student provides to the University, 12 weeks prior to the start of the practicum, documentation of health and immunization records including but not limited to the requirements found on Exhibit A.
- e. The student is responsible for his/her own transportation to and from the Facility.
- **f.** If the student is unable to attend a scheduled activity, he/she shall notify the appropriate persons at the Facility as well as the University.
- **g.** The student shall respect all property belonging to the Facility and shall be responsible to repair or replace any property damaged or destroyed by the student.
- h. All students are required to carry their own professional liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Students are required to provide their own insurance coverage, each student shall be required to present evidence of insurance coverage prior to the start of the program.
- i. All students must, at all times, follow the applicable COVID-19 policies and procedures in place at the Facility, including but not limited to vaccination, testing, and masking requirements.

5. FACILITY RESPONSIBILITIES

The Facility agrees to provide the student with ample opportunity to observe faculty and participate where appropriate during the daily routine providing an educational experience for the student.

- **a.** The Facility shall participate in joint evaluation with the University of the effectiveness of the field work experiences through meetings and/or written evaluations of the student.
- **b.** The Facility shall provide an orientation of its plants, facilities, and procedures for the University's students.
- **c.** The Facility shall provide emergency care for the student in case of illness or accident. However, the Facility shall not be responsible for any further care. In no event shall the

Facility be responsible for a greater amount or degree of care or assistance than it would reasonably provide for its paid employees. The University shall be promptly notified of any such occurrence. The student shall be responsible for payment of any and all medical expenses incurred.

- **d.** The Facility will permit the student to utilize its library facilities during normal operating hours. Further, the Facility will permit the student to utilize the cafeteria and visitor's parking lots at his/her own expense.
- e. The Facility shall supervise the University's students while the students are on the premises of the Facility for the purposes of the nursing program. No student shall be deemed under the control or supervision of the Facility while not on the Facility's premises. Facility shall have the right to require the removal of any University student who, in the sole opinion of Facility, fails to comply with the requirements of this Agreement, Facility policies or procedures, or who is otherwise determined to be disruptive.
- **f.** The Facility agrees to have sufficient staff present so that a student, who is not a Facility employee, shall not be expected to work in lieu of regular staff.

6. MUTUAL RESPONSIBILITIES

Responsibility for planning the clinical experience in the Facility will be jointly shared by the Facility's staff and the University's mentors, subject at all times to the policies, rules and regulations of the Facility.

- **a.** A student of the University may be assigned to any facilities or programs within the Facility's system.
- **b.** Student curriculum, attendance and scheduling shall be under the direction of the University as long as they do not conflict with Facility's policies, rules and regulations.
- **c.** Each student of the University 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 University and the Facility.
- **d.** The Facility and University will perform their duties and responsibilities under this Agreement without cost or other financial obligation to the other party.

7. INDEPENDENT CONTRACTORS

- **a.** Both Facility and University are independent contractors. It is not intended that an employer/employee, joint venture, or partnership agreement be established hereby expressly or by implication between Facility and University. Rather, in discharging all duties and obligations hereunder, Facility shall at all times be and remain an independent contractor relationship with the University.
- b. Neither Facility nor University 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 Facility or University, nor shall it in any way alter the control of the management, operation, and affairs of either Facility or University. The intent of this Agreement is that Facility and University shall maintain separate and independent management, and each has full, unrestricted authority and responsibility regarding its organization and structure.
- **c.** 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.

8. CONFIDENTIALITY

- **a.** The University's students shall at all times comply with standards of documentation and confidentiality mandated by applicable 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 (JCAHO), and medical records policies and guidelines established and approved by Facility, which shall be made available to the University's students.
- b. The parties acknowledge that the federal law, the Family Educational Rights and Privacy Act (FERPA) govern the confidentiality of student education records, and will be followed. A student's written permission must be obtained prior to the release of student information with limited exceptions or as otherwise may be permitted by law.

9. INSURANCE

- **a.** During the term of this Agreement, the University shall require all nursing students to carry individual liability insurance pursuant to the Board of Nursing, N.J.A.C. 13.37-1.11(a)6.
- b. As an agency of the State of New Jersey, the University is bound by its statutory provisions. Any agreement signed on behalf of the State of New Jersey by a State official shall be subject to all of the provisions of the New Jersey Tort Claims Act N.J.S.A. 59:1-1 et. seq., the New Jersey Contractual Liability Act N.J.S.A. 59:13-1 et. seq., and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligation of the State to be responsible for tort claims against its employees, is covered under the terms and provisions of the New Jersey Tort Claims Act. The State shall be liable for injury proximately caused by the acts or omissions of its employees within the scope of their employment, pursuant to N.J.S.A. 59:2-2
- **c.** The Facility shall comply with any and all requirements under the Workers Compensation laws of the State of New Jersey with respect to coverage for Facility faculty members and employees in connection with their activities under this agreement. Facility shall be under no obligation to carry any insurance coverage for or on behalf of University or any Student, including, without limitation, Workers Compensation or similar insurance.

10. NO DISCRIMINATION

The University and Facility 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 Facility or University, and this Agreement contains all the covenants and agreements between the parties with respect to this clinical 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

The Parties may periodically 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.

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, <u>N.J.S.A.</u> 59:1-1 <u>et. seq</u>., and the New Jersey Contractual Liability Act, <u>N.J.S.A.</u> 59:13-1 <u>et. seq</u>., without regard to its choice of law provisions.

1. EXHIBTS:

Exhibit A:	NJCU Covid Policy
Exhibit B:	NJCU Health and Wellness Requirements
Exhibit C:	Joint Commission Addendum
Exhibit D:	School's Certificate of Insurance
Exhibit E:	Assurance of Criminal Background Check
Exhibit F:	Special Requirements of this Agreement (if applicable)

16. 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 Universityl:	With a copy to:			
Michael Edmondson, Ph.D. Interim Dean, College of Professional Studies	Dr. Tamara Jhashi, Provost and Senior Vice President for Academic Affairs			
New Jersey City University 2039 Kennedy Boulevard Jersey City, New Jersey 07305	New Jersey City University 2039 Kennedy Boulevard Jersey City, New Jersey 07305			
As to Facility:	With a copy to: Dr. Heather DeVries			

Catherine Sirangelo

Associate Dean, Nursing and Health Sciences Hudson County Community College 870 Bergen Avenue Jersey City, NJ 07306 Dean, Academic Affairs and Assessment Hudson County Community College 70 Sip Avenue Jersey City, New Jersey 07306

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized officers or representatives as of the date first written above.

New Jersey City UniversityHUDSON COUNTY COMMUNITY
COLLEGE

Tamara Jhashi, Ph.D.	Signature
Provost and Senior Vice President for Academic Affairs.	
	Name
	Title
Michael Edmondson, Ph.D.	
Dean, College of Professional Studies	
	2nd signature
	Name

Title

Exhibit A JOINT COMMISSION ADDENDUM

In addition to the obligations set forth in the foregoing Affiliation Agreement, the Agency and School agree to the following as though set forth at length therein:

1. The Agency will provide oversight of contractual services to ensure that care, treatment and services provided directly to patients is safe, effective, efficient, and of the same level of high quality as services provided directly by the Agency. School will cooperate with Hospital's oversight activities.

2. The School shall meet the performance-based expectations, goals, objectives and benchmarks as set forth in the Agreement and as follows:

(a) Ensure that students have met the Agency health requirements, as stated on the Academic Facility Attestation Student Placement Form

(b) Ensure that the School and their students 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 standards of the Joint Commission, and medical record policies and guidelines established and approved by the Agency, which shall be made available to the students.

3. To the extent applicable to the services provided by the School, the School and its individual students shall comply with the National Patient Safety Goals, participate in the Agency medical error reduction reporting process, and participate in other Agency efforts related to patient safety.

4. The School and Agency will establish an open line of communication. Each party will appoint an individual to act as a liaison to the other party, to address such matters as customer service issues, patient complaints, and/or staff concerns related to quality and/or safety in order to improve patient care and services provided. The titles of the initial liaison appointed by each party are Dr. Michael Edmondson for the School and the President and CEO or his or her designee for the Hospital.

5. The School and each individual student shall disclose all actual or potential conflicts of interest with the Agency, prior to execution of this agreement and thereafter as they arise, on forms acceptable to the Agency.

6. The School will participate in the risk management and/or patient safety programs as requested by Agency, including but not limited to participation by telecommunication, such as conference calls or online conferences.

7. The School and its student(s) will cooperate with the Agency in conducting performance improvement for both Agency and School activities. The Agency may

establish performance indicators and thresholds to measure expected levels of performance, which will be conveyed to the School.

8. The School will only assign qualified, competent students to provide participate under this Affiliation Agreement. Each individual student shall have any and all applicable education, licenses, qualifications, training and experience necessary under the Agreement. Individual School students shall only participate as designated by the Agency to the individual. The School will provide to the Hospital, upon request, on the same business day, any information as needed to substantiate individual student qualifications.

9. All School students will complete a Agency orientation program prior to commencing to provide services under the Agreement. The School shall conduct periodic performance evaluations of School students, and all individuals providing services under the Agreement shall have a current, satisfactory performance evaluation and shall remain clinically competent. School students shall participate in annual mandatory education with topics as required for New Jersey Department of Health and Senior Services and Joint Commission purposes. The School and the Agency shall collaborate to ensure that School students participate in all mandatory educational programs sponsored by the Agency that are applicable to the School student's role and responsibility.

10. In providing services pursuant to the Agreement, the School and its individual students shall comply with all applicable Agency policies, procedures, rules and regulations, as well as with all state, local and federal laws, rules and regulations.

11. This Addendum has been approved by the parties in accordance with their respective policies and procedures.

					Client # 2767	80 /395
MEMORANDUM OF INSU	RANCE					Issued
Producer Mercer Consumer, a service of Mercer Health & Benefits Administration LLC P.O. Box 14576 Des Moines, IA 50306-3576 www.proliability.com				July 9, 2021 This memorandum is issued as a matter of information only and confers no rights upor the holder. This memorandum does no amend, extend or alter the coverages afforded by the Certificate listed below.		
Insured The Students of New Jersey State Colleges & Universities 2000 Pennington Road Ewing, NJ 08628-0718				Company Affording Coverage Liberty Insurance Underwriters Inc.		
This is to continue that the Conti	Gasta lista di balany has	h	•			and in directed
This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, not withstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.						
Type of Insurance	Certificate Number	Effective Date	Exp	oiration Date	Limits	
Professional Liability	AHV-103689003	07/01/2021	07	7/01/2022	Per Occurrence	\$2,000,000 \$4,000,000
General Liability					Aggregate Per Occurrence Aggregate	
Evidence of Insurance						
Faculty is only covered while i	instructing the student	s. The school is na	med as	an additiona	l insured.	
Memorandum Holder: The Students of New Jersey State Colleges & Universities 2000 Pennington Road Ewing, NJ 08628-0718			Should the above described Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shal impose no obligation or liability of any kind upor the company, its agents or representatives.			
			Authorized Representative Mark Brostowitz Principal			
CA License #0G39709, In	CA d/b/a Mercer Hea	alth & Benefits Ins	urance	Services LL	C	



2039 Kennedy Blvd., Suite 106H Jersey City, NJ 07305 Office of Risk Management

To Whom It May Concern:

The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligation of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act (NJSA 59:1-1, et seq.) and the New Jersey Charitable Immunity Act (NJSA 2A:53A-7, et seq.).

The Tort Claims Act also creates a fund that provides for payment of claims under the Act against the State of New Jersey or against its employees for which the State is obligated to indemnify against tort claims, which arise out of the performance of their duties.

Claims against the State of New Jersey or its employees should be referred to the **State of New Jersey**, **Division of Risk Management**, **P.O. Box 620**, **Trenton**, **NJ 08625**.

Should you have any questions regarding the contents of this letter, please call Luis R. Morales, Risk Manager, at New Jersey City University on (201) 200 -2070.

All NJCU students, faculty, and staff, regardless of vaccination status, must wear masks in all indoor public spaces at all NJCU locations. Prior to coming to a NJCU location, all students must self-screen for any signs or symptoms associated with COVID-19, including but not limited to cough, shortness of breath, or fever. Students who do not provide proof of receipt of a COVID-19 vaccination will be required to provide proof of a negative COVID-19 test result that is less than 72 hours old prior to entering any NJCU location. Students who do not provide proof of receipt of a COVID-19 vaccination will be required to undergo weekly COVID-19 testing. Any individual who receives a positive result from a COVID-19 test will be required to self-isolate and follow all NJCU protocols aimed at reducing the spread of COVID-19. These rules are subject to change, and any updates to NJCU's COVID-19 policies will be communicated to students via the NJCU website, accessible at https://www.njcu.edu/student-life/campus-services-resources/health-wellness-center/coronavirus-updates.. NJCU will update its policies as needed pursuant to changes in federal, state, and local guidelines pertaining to reducing the spread of COVID-19.

A NJCU student or faculty member who engages in experiential learning at a third-party facility that is not under NJCU's control may be subject to that third-party's COVID-19 vaccination and testing requirements. Depending on the facility, the vaccination and testing requirements of a third-party facility may be stricter than NJCU's policies relating to same. NJCU does not have any control over the vaccination and testing requirements implemented by a third-party facility.

Visitors, including visiting students, that are invited to campus are required to adhere to state and local laws and NJCU health policies. Visitors must comply with the visitors protocol established by NJCU and accessible at <u>https://www.njcu.edu/student-life/campus-services-resources/health-wellness-center/fall-2021-welcome-back/information-guests</u>.

To access the web based visitor form click here

STUDENT HEALTH AND SAFETY REQUIREMENTS

Documentation of the requirements includes, but is not limited to, the following:

- Completion of Physical Examination and Health History Form. Link to form, <u>https://www.njcu.edu/sites/default/files/docs/2021-</u>02/rev.%202021%20ENT.%20HEALTH%20FORMS%20FALL.pdf
- Proof of immunity to Measles, Mumps and Rubella (titers)
- Proof of immunity to Varicella (titer)
- Proof of 2-step Tuberculin testing (PPD) or Quantiferon Gold with results <3 months prior to the start of the program and annually thereafter -OR-Submission of a chest x-ray and TB Questionnaire for students known to be PPD positive
- Proof of Hepatitis B vaccination if in progress, or proof of immunity (titer)
 - Students who are currently undergoing Hepatitis B immunization are required to sign a Waiver for Incomplete Hepatitis B Series and are required to complete the vaccination series as recommended by the CDC.
 - Please note NJ regulation requires Hepatitis B vaccination for all full-time college students
- Td or Tdap (preferred) within the past 10 years
- Proof of Influenza vaccination by November 10th of each year unless medically contraindicated or Declination signed
 - Please note Influenza vaccination may be required by the clinical agency. The clinical agency reserves the right to refuse student access to the clinical agency or subject the student to additional requirements similar to those required of its employees (ex. Wearing a mask in patient care areas at all times)
- Drug Screen as required by the clinical agency.

"Equivocal" or "Not Immune" Results

In the event test results for immunity to Measles, Mumps, Rubella, Varicella or Hepatitis B indicate a student is not immune or immunity is equivocal, the student must undergo repeat vaccination as recommended by the Centers for Disease Control and obtain repeat titers four to six weeks after completing the vaccination. Students who have a medical contraindication to revaccination are required to provide documentation that a contraindication exists and the duration of the contraindication. This documentation must be provided by a physician, nurse practitioner or physician assistant.

Costs

Students are responsible for all costs associated with meeting these requirements. Please note your personal health insurance available may or may not cover expenses related to these requirements. Students may contact their local county Health Department for assistance with obtaining vaccinations.

Liability Insurance

Professional liability insurance in the amount of \$1 million/\$3 million is required for all students. Information on where to purchase liability insurance will be provided during orientation and is available on the Nursing Department website at <u>www.njcu.edu/nursing</u>; a copy of the policy must be submitted. The student is responsible for the costs associated with purchase of malpractice insurance.

Cardiopulmonary (CPR) Certification

The American Heart Association (AHA) Basic Life Support (BLS) for healthcare providers curriculum is required. Courses leading to this certification are available at many area hospitals and community agencies. Students must maintain active BLS certification for the duration of the program. If BLS certification expires during the course of the program, the student will be barred from clinical experiences until the certification is renewed. There is no grace period for expirations. It is the student's responsibility to maintain currency with BLS throughout the program. The student is responsible for costs associated with BLS certification.

American Red Cross CPR or any other issuer of CPR certification will not be accepted.

Personal Health Insurance

Students are required to maintain personal health insurance throughout the program, as required by clinical agency contracts. A copy of one's health insurance card must be provided. Students who do not have health insurance are required to obtain personal health insurance through the healthcare exchange or government sponsored insurance programs.

Criminal Background Check

All accepted students are required to undergo a criminal background check prior to beginning any coursework and must use the NJCU contracted vendor known as *Adam Safeguard* to provide the service. Criminal Background checks from any other source will not be considered. The student is responsible for costs associated with completion of a criminal background check. The website is: www.adamsafeguard.com/home.htm

Item IX., Academic and Student Affairs Attachment V Resolution 5



AGREEMENT BETWEEN HUDSON COUNTY COMMUNITY COLLEGE AND NEWARK BOARD OF EDUCATION FOR THE DELIVERY OF CULINARY ARTS INSTRUCTION FOR ACADEMIC YEAR 2022-23



HUDSON COUNTY COMMUNITY COLLEGE

This Agreement between the Hudson County Community College (HCCC) and the Newark Board of Education (NBOE) is for the purposes of HCCC providing instruction in selected courses for Newark Public Schools (NPS) high school students who enroll in HCCC classes pursuant to this Agreement. NPS students enrolled in HCCC classes will have the opportunity to earn HCCC credits for selected college courses taught by their approved high school instructors during 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 Associate Dean responsible for that subject area.
- 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 the appropriate HCCC supervisor(s). HCCC reserves theright to revoke approvals of NBOE instructors who do not meet HCCC standards of instruction.

Provision for Alternate Scheduling and Registration

Instruction for each approved course on NBOE 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 courseoutcomes are met.

Student Enrollment

- 1. Selection for participation in the courses covered under this agreement will initially be determined by NBOE, provided that all selected students meet all course pre-and-co-requisites of NBOE and HCCC. NBOE will select students who demonstrate a proficiency for college-level work and a reasonable chance for successful completion.
- 2. Participating students must complete the HCCC Early College online application and student agreement form within the time frames established by HCCC. NBOE will submit

completed student agreement forms, signed by the participating student's school counselor and each student's parent or guardian, to the HCCC Coordinator for Early College Programs. Participating students shall comply with and be subject to all HCCC policies applicable to HCCC students.

3. HCCC and NBOE are authorized to exchange pertinent student information. Such information shallbe 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 participatingstudents to the high school administration upon completion of the semester and payment of all fees and tuition required by this agreement.

Courses for AY (2022-2023)

Selected students may enroll in the following courses to be offered during the 2022-23 academic year.

- Food Sanitation & Culinary Principles CAI-115 (3 Credits)
- Pantry and Breakfast Cookery CAI-118 (2 Credits)
- Production Kitchen Skills I CAI 117 (2 Credits)

Fiscal Arrangement

- A. HCCC shall directly invoice NBOE for participating student tuition in accordance with the following charges and terms:
 - 1. For courses taught by approved <u>high school instructors</u> during the school day as part of their regularteaching responsibilities, NBOE will be required to pay HCCC tuition equivalent to 25% of the 2022-23 in-county tuition rate, as established by the Board of Trustees.
- B. NBOE shall make full payment to HCCC no later than sixty (60) days of NBOE's receipt of the bill from HCCC. Non-payment or late payment of all or part of an invoice may result in students being prohibited from registeringfor future classes, holds on grades and transcripts and the possible referral of the bill for collections.NBOE agrees to be responsible for all collection fees and costs incurred by HCCC, including, without limitation, courtfees and attorneys' fees, in the event that full payment is not received from NBOE within sixty (60) days of NBOE's receipt of an invoice from HCCC. Invoices shall reflect enrollment through the posted permissive 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 NBOE if the discontinuation of a student's participation in the program is not communicated to HCCC prior to the approved permissive withdrawal dates.
- C. HCCC will waive non-tuition fees (e.g., admission, registration, technology, student activity) for the courses covered under this agreement.
- D. NBOE shall be responsible for making arrangements directly with the HCCC Bookstore for the purchase by NBOE of required textbooks and supplies prior to the start of classes. The cost of textbooks and supplies is not included in the tuition rates set forth herein.

The total amount of monies to be paid by the NBOE for the services rendered or received under this Agreement shall not exceed forty-three thousand dollars (\$43,000.00). In the event the number of students enrolled causes the total amount of monies to be paid by the NBOE to HCCC to exceed forty-three thousand dollars (\$43,000), the parties may amend this Agreement to increase the not-to-exceed amount.

Terms of Contract

This Agreement shall be effective as of September 1, 2022 and shall run through June 30, 2023 and maybe renewed annually by the parties by executing a separate agreement or amendment to this 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.

Additional Terms Requested by the Newark Board of Education

- Criminal History Background Checks To the extent required by law, HCCC shall ensure that each worker(s), subcontractors(s), agent(s) and representative(s) assigned to a school location or to a project involving contact with children has had a criminal history background check, and that said check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said employee from employment pursuant to <u>N.J.S.A.</u> 18A:6-7.1 et seq. HCCC must ensure that said background checks are performed no later than thirty (30) days after execution of this agreement. The services under this agreement shall not begin or proceed until HCCC complies with the requirements of this section. Failure to ensure that criminal history background check(s) are performed within said time limitation shall be deemed a material breach of this agreement by HCCC, and as such, serves as a basis for the Newark Board of Education to immediately terminate this agreement.
- 2. Confidentiality HCCC and NBOE and their respective agents agree to maintain all staff and student information confidentially in accordance with all New Jersey state and federal laws and regulations, including but not limited to, the Children's Online Privacy and Protection Act ("COPPA"), the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), Federal Regulations (42 CFR-Part 2 and 42 CFR-Parts 160 & 164), and the N.J. Children of Substance Abusers Legislation of 1999 (N.J.S.A. 18A:40A-7.1). To the extent that any services are performed by HCCC virtually using the internet or some other remote means of electronic transmission that it may use to deliver said services are sufficiently secure and adequately safeguard student information, is compliant with all relevant state and federal laws including COPPA, and must be compatible with and comply

with the technical requirements of the Board's computer network and/or must be on a Board pre-approved online platform.

3. **Mutual Responsibilities Clause** - Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, HCCC shall be responsible for and defend itself against any and all suits, claims, losses, demands or damages of whatsoever kind or nature arising out of or in connection with any act or omission of its employees, agents or officers, in the performance of its obligations assumed pursuant to this Contract. HCCC hereby releases the NBOE from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal law, solely out of or in connection with HCCC's performance of the obligations assumed by it or its employees, agents or officers pursuant to this Contract, except to the extent caused by the NBOE, or its students, employees, agents or officers.

Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, NBOE shall be responsible for and defend itself against any and all suits, claims, losses, demands or damages of whatsoever kind or nature arising out of or in connection with any act or omission of its employees, agents or officers, in the performance of its obligations assumed pursuant to this Contract. NBOE hereby releases HCCC from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal law, solely out of or in connection with NPS' performance of the obligations assumed by it or its employees, agents or officers pursuant to this Contract, except to the extent caused by HCCC, its employees, agents or officers.

4. Compliance with Board Policies and Procedures - HCCC shall ensure that each worker(s), subcontractors(s), agent(s) and representative(s) assigned to a school location or to a project involving contact with children will comply with the Board's Conduct policy as well as all local, state and federal laws and regulations, including those related to public health. HCCC also agrees to abide by any safety regulations, executive orders and/or state mandates that may be issued by any state or federal agency governing and/or relating to maintaining the public health and safety including, but not limited to, the use of temperature checks, masks, gloves and social distancing. Should any of HCCC's worker(s), subcontractors(s), agent(s) and/or representative(s) violate any Board policy or public health and safety policy, the Board retains the right to request and have HCCC remove said worker(s), subcontractors(s), agent(s) and representative(s) from the school location and/or the program altogether.

SIGNED:

President or Designee Hudson County Community College Date

Board President Newark Board of Education Date

HUDSON COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES MEETING February 22, 2022

X. NEW BUSINESS

INTRODUCED BY:		
SECONDED BY:		
DATE:		February 22, 2022
Doria, Joseph Fahrenholz, Karen Galvin, Adamarys Gardner, Pamela Kenny, Roberta Lee, Bakari Netchert, William, Chair Peña, Jeanette Rodriguez, Silvia Stahl, Harold		
	Aye	Nay

HUDSON COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES MEETING February 22, 2022

XI. ADJOURNMENT

RESOLUTION:

NOW, THEREFORE, BE IT RESOLVED THAT the February 22, 2022 meeting of the Hudson County Community College Board of Trustees be adjourned at ____P.M.

INTRODUCED BY:		
SECONDED BY:		
DATE:		February 22, 2022
Doria, Joseph Fahrenholz, Karen Galvin, Adamarys Gardner, Pamela Kenny, Roberta Lee, Bakari Peña, Jeanette Rodriguez, Silvia Stahl, Harold Netchert, William, Chair		
-	Aye	Nay