

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

**Regular Meeting – Board of Trustees**  
**Tuesday, April 12, 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 Board of Trustees Meeting

When: Apr 12, 2022 5:00 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/95100048237?pwd=V3dvYjJZRlV1ZnVlZDB6QWZYRWdvdz09>

Passcode: 825367

Telephone: 1 (301) 715 8592

Webinar ID: 951 0004 8237

Passcode: 825367

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*

**Ia. SWEARING IN OF TRUSTEE**

*Frank J. Gargiulo*

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

**Trustees:**

*Joseph Doria*

*Karen Fahrenholz, Secretary/Treasurer*

*Pamela Gardner*

*Frank Gargiulo*

*Roberta Kenny*

*Bakari Lee, Vice Chair*

*William Netchert, Chair*

*Jasmine Ngin – Student Alumni Representative*

Jeanette Peña  
 Christopher Reber, President  
 Silvia Rodriguez  
 Harold Stahl

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

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

**April 12, 2022**

**CALL TO ORDER**

**I. FLAG SALUTE**

**Ia. SWEARING IN OF TRUSTEE**

*Frank J. Gargiulo*

**OATH OF OFFICE**

*I, \_\_\_\_\_, do solemnly swear that I will support the Constitution of the United States, and the  
(state your name)  
Constitution of the State of New Jersey, and that I will bear true faith and allegiance to the same, and that  
I will faithfully, impartially, and justly perform all the duties of the Office of Trustee of Hudson County  
Community College according to pertinent New Jersey statutes and the New Jersey Administrative Code,  
and to the best of my ability, so help me God.*

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

**April 12, 2022**

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

**Trustees:**

Joseph Doria

\_\_\_\_\_

Karen Fahrenholz, Secretary/Treasurer

\_\_\_\_\_

Pamela Gardner

\_\_\_\_\_

Frank Gargiulo

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Roberta Kenny

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

### **MEETING INTRODUCTION**

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

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

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

***April 12, 2022***

**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.*

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

***April 12, 2022***

**IV. CLOSED SESSION**

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

***April 12, 2022***

***V. REPORTS***

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

*Hudson Helps Resource Center Care Team*

*Dr. David Clark, Associate Dean of Student Affairs*

*Doreen Pontius, Associate Director of Counseling and Wellness*

*Katherine Morales, Director of Hudson Helps Resources*

*Ariana Calle, Career Closet Coordinator/MSW Intern*



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

**April 12, 2022**

**VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS**

**1. MINUTES OF PREVIOUS MEETING**

*The Minutes of the Regular Meeting of March 15, 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 March 15, 2022.*

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

*The College has received the following grant award:*

*TITLE: Perkins V – Strengthening Career and Technical Education for the 21<sup>st</sup> Century Act*

*AGENCY: New Jersey Department of Education*

*PURPOSE OF GRANT: HCCC received notice of our FY 2022 allocation to be utilized for direct instructional support for HCCC CTE programs, and an amendment was submitted for review and approval.*

*COLLEGE ADMINISTRATOR: Nydia James*

*COLLEGE CONTRIBUTION: \$0*

*AWARD AMOUNT: \$1,250,825.00*

**RESOLUTION:**

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

**INTRODUCED BY:**

\_\_\_\_\_

**SECONDED BY:**

\_\_\_\_\_

**DATE:**

April 12, 2022

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

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\_\_\_\_\_ Aye      \_\_\_\_\_ Nay

**ATTACHMENT A**  
**ITEM VI - Minutes of Previous Meeting**  
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*Regular Meeting of the Board of Trustees*  
*March 15, 2022*

**HUDSON COUNTY COMMUNITY COLLEGE**

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

**MINUTES**

**PRESENT:** *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:** *Joseph Doria; Adamarys Galvin*

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

**II. ROLL CALL**

**III. COMMENTS FROM THE PUBLIC - None**

**IV. CLOSED SESSION – None**

**V. REPORTS**

**1. Student Government Association President's Report**

*Student Government Association President, Angel Beebe, offered the following report.*

Good evening, Trustees.

On March 7 and 8, SGA hosted a Spring Mixer focused on students meeting their deans, advisors, and professors from all the different divisions as part of our return-to-campus efforts and celebration. This event was hosted at both North Hudson and Journal Square campuses. There was a raffle for printers and Flik bucks, food and drinks, and even fun activities for students, faculty, and staff to enjoy. The event was a huge success with a great turnout on both campuses.

During our weekly SGA meeting yesterday, we reviewed verbiage about course modality. We thank Dr. Alison Wakefield and Irma Williams for allowing us to provide our input.

SGA has the pleasure of welcoming new Senators to the team. All are eager to learn and see how and where they can help. We are happy to say that there is student representation on most College committees. SGA members are on committees such as the All College Council Student Affairs, Academic Senate, Space and Facilities, Technology, and College Life committees; the President's Advisory Council on Diversity, Equity, and Inclusion; the Return to Campus Task Force; and the newly formed Transfer Pathways Council.

We look forward to having our new Senators participate on one or more committees.

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*Regular Meeting of the Board of Trustees*  
*March 15, 2022*

SGA's next event will be a spring carnival/fair. We plan to hold this event on Saturday, May 14 from 1 p.m. to 4 p.m. Students may bring friends and family with them to celebrate the end of the academic year. As this year's Executive Board prepares for graduation, our new senators will organize this event, providing them a head start in knowing what it takes to put together and host an event.

Lastly, HCCC still serves as the hosting school for regular collective meetings of the SGAs from all 18 New Jersey Community Colleges. Over the past two meetings this semester, the groups reviewed plans to engage student leadership, SGA structures, the ACCT National Legislative Summit, joining the Student Advisory Trustee Council, and more. These meetings help us foster new ideas for our campuses while opening cross-college collaboration and support opportunities.

Thank you for listening, and I am open to answering any questions.

*2. All College Council Chair's Report*

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

Good evening, Trustees, Dr. Reber, and the HCCC community.

At this midpoint in the Spring semester, the All College Council is looking forward to continual updates and improvements at HCCC.

At next week's ACC general meeting, we will be conducting three votes:

1. Charter Revision to add DEI Representatives to the ACC Standing Committees
2. Adding a Financial Aid Statement to the Syllabus
3. Reimagining Convocation

All three will have a long-term impact on student success, faculty, and student best practices, and furthering the mission of HCCC.

Standing Committee Reports:

The College Life Committee started their Steps for Wellness on March 14, continuing through May 8, 2022. All mileage reports can be submitted to Kyle Woolley at [kwoolley@hccc.edu](mailto:kwoolley@hccc.edu).

The Paint & Sip for faculty and staff is tentatively scheduled for Thursday, April 14, time to be announced.

The Technology Committee has been collecting information from select divisions regarding the needs of faculty and students. The Technology Survey results are final and will be presented at next week's ACC General Meeting.

The Development and Planning Committee has been working on the Dollars for Scholars event planned to be held in April, and the North Hudson Campus 10-year celebration to be held on April 25 and April 27.

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*Regular Meeting of the Board of Trustees*  
*March 15, 2022*

The Space and Facilities Committee is working on adding appropriate language regarding the process of allocating office space to update the recommended policy. The recommendation will be voted on at the April meeting.

The Student Affairs Committee sent letters to local childcare centers inquiring about partnering with HCCC for student discounts or a potential voucher system. They await responses. The committee is also seeking students, especially veterans and student parents, to join the Student Affairs Committee and capture their perspectives and experiences at HCCC. There are two open spots available for students.

The Academic Senate continued work on best practices for remote classes, as well as reviewing and updating the Academic Integrity Policy as the main focus. However, they are also working with a subcommittee reviewing Add/Drop period dates for students to promote student success.

Thank you.

*Trustee Lee asked a question.*

I want to follow up, Peter. First, I would like to understand a little more about how the additional representatives to the All College Council are going to be added to ensure appropriate DEI representation. Next, whether the action is taken with the advice or consideration of PACDEI and our Vice President for DEI so that it's a collaborative thought process and approached cohesively throughout the institution.

*Peter Cronrath responded.*

There are no listed DEI representatives in the charter. Within this charter revision, we're naming a DEI representative for each standing committee. Those DEI representatives will also be members of PACDEI as their mainstay and later participate in the All College Council.

*Trustee Lee responded.*

Are they considered DEI representatives simply by virtue of being PACDEI members, or is there a requirement that they should be persons of color, LGBTQ, or any of the various components of DEI?

*Peter referred the question to Yeurys Pujols. Yeurys offered the following remarks.*

Thank you, Peter and Trustee Lee, for the question. They will be PACDEI members as we continue to roll out the program with eCornell. As you may be aware, we have the first eCornell cohort with 25 members participating from the College community and another 25 starting at the end of this month. The goal is for the PACDEI members to have DEI training. But this was, as you mentioned, Trustee Lee, a collaborative effort. We brought the proposal to PACDEI, and we had a discussion. Then, we agreed to make sure that there's greater cohesiveness and collaboration between the two councils to ensure that we're not duplicating efforts and moving forward together.

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*Regular Meeting of the Board of Trustees*  
*March 15, 2022*

3. *President's Report*

*President Reber offered the following remarks.*

Good evening, Trustees and colleagues. It's great to be together again, and I hope you all are doing well.

Please join me in a moment of silence for the brave Ukrainian people in this time of great challenge for Ukraine and the world community.

*Moment of silence.*

Thank you.

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

Angel, congratulations for having been named a semi-finalist for the prestigious Jack Kent Cooke Undergraduate Transfer Scholarship, which provides full funding for high-achieving community college students to pursue and complete baccalaureate and graduate studies. We're all rooting for you to be named a 2022 Jack Kent Cooke Scholar! We celebrate the significant honor of your having been identified as a semi-finalist! You make us all proud!

As I shared recently with the College community, we've confirmed plans to hold our May Commencement Ceremony at Red Bull Arena in Harrison on Thursday, May 26, 2022, beginning at noon. This year's Ceremony will celebrate current graduates and previous graduates since the beginning of the pandemic. All of these Hudson County Community College graduates and alumni are invited to participate in the Ceremony, process in caps and gowns, and receive their diplomas. Further, alumni and graduates may invite an unlimited number of family members and guests to attend Commencement as we will have plenty of seating and parking available.

At the Ceremony, we will present the College's Heritage Award to Dr. Joseph Sirangelo, Director of Planning, Research, and Evaluation at Hudson County Schools of Technology. Dr. Sirangelo is retiring at the end of this school year.

The Heritage Award recognizes individuals and organizations that have made a significant impact on the College and the lives of the students and families we serve in Hudson County. Over many years, Joe's contributions to public education have had a lasting impact on the College and thousands of high school and other students in Hudson County and beyond. His leadership was instrumental in establishing the successful and growing HCCC Secaucus Center at the Frank Gargiulo Campus of the Hudson County Schools of Technology.

We are also thrilled that HCCC alumnus, Pedro Moranchel, has agreed to speak at this year's Commencement. Pedro is finishing his first and junior year at Princeton University as one of only a few community college students nationally to have been admitted to Princeton last year. As you will recall, Pedro was one of two HCCC students to have been awarded a Jack Kent Cooke Undergraduate Transfer Scholarship last year. Very fittingly, he will speak about his experience at Princeton and how HCCC was instrumental to that experience.

This evening, you will act upon a resolution to name the Entrance Atrium at the North Hudson Campus in Honor of Congressman Albio Sires. As you are well aware, Congressman Sires has

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*March 15, 2022*

been a strong partner and valued supporter of the College and is held in high esteem and affection by the Trustees, his faculty and staff colleagues, the College's students, and the community he has served with distinction for so many years. Congressman Sires has announced his planned retirement from public service at the conclusion of his current term in office. With your approval, we will honor Congressman Sires and announce the naming at the celebration of the North Hudson Campus' tenth anniversary on Monday, April 25.

Today's agenda includes the approval of tenure for three outstanding and valued faculty colleagues. We congratulate Instructor of Academic Foundations Math, Bernard Adamitey; Instructor of Physics, Mohammad Qasem; and Instructor of Speech, Gilda Reyes. With your approval, these colleagues will be promoted to Assistant Professor effective next fall. I have asked Vice President for Academic Affairs, Dr. Darryl Jones, to introduce each of our colleagues and invite them to say a few words.

*Darryl Jones introduced the faculty recommended for Tenure.*

Thank you, Chris. Good afternoon, Trustees, Dr. Reber, and colleagues.

Each year at this time, it brings me great honor to introduce our tenure recipients. Bernard Adamitey is an Instructor of Academic Foundations Mathematics. He started his career with Hudson County Community College as a full-time tenure-track instructor in 2018. He holds a master's degree in applied mathematics from CUNY College of Staten Island and a bachelor of science degree in computer science and mathematics from CUNY Hunter College. Bernard is known for engaging his students and making them feel comfortable in the learning process. He is an active member of many HCCC committees, has attended numerous professional development activities, and is a member of the Mathematics Association of Two-year Colleges in New Jersey.

Thank you, Bernard, for everything you do on behalf of our students.

Our next recipient is Mohammed Qasem, Instructor of Physics. Mohammed came to Hudson County Community College as an adjunct instructor of mathematics and computer science in 2012. In 2017, he was hired as a full-time, tenure-track instructor in the STEM division. He teaches physics, chemistry, and mathematics courses. Mohammed holds a master of science degree in physics from the University of Alabama, and his bachelor's in physics and economics from the University of Jordan. He plays an active role in the modification and continuous improvement of our physics program. He is an active member of the All College Council, General Education Committee, and the student success action plan for Achieving the Dream.

Thank you, Mohammed, for all of your contributions.

Gilda Reyes began her career at Hudson County Community College as an adjunct Instructor of Speech in 2002. After serving several semesters as a temporary full-time instructor, she was hired as a tenure track instructor in 2018. She also coordinates speech in modern languages and communication studies. Gilda is passionate about the Hudson County community as she was born and raised in Jersey City, and she is the daughter of immigrant parents from the Dominican Republic. Gilda holds a master of arts and TESOL from Teachers College, Columbia University, and a bachelor's degree in psychology in Latin American Studies from Fordham University. She is an active member of College committees and is currently a member of the National Communication Association.

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*March 15, 2022*

Thank you, Gilda, for your many contributions to HCCC.

I now invite Bernard, Mohammed and Gilda to offer brief remarks to the College community.

*Bernard Adamitey offered remarks.*

Thank you very much, Dr. Jones. Good evening, everyone, Board of Trustees, Dr. Reber, and all members of the College.

I appreciate the opportunity to address the Board. As a proud member of the HCCC family, I am glad you plan to endorse my recommendation for tenure. It feels good, and, truthfully, I love what I do. Teaching has been my passion for a while, and I am delighted for the extended privilege to do so at Hudson County Community College.

I look forward to our continued collaboration to ensure the success of our students. Once again, thank you very much. I greatly appreciate the opportunity.

*Mohammad Qasem offered remarks.*

Good evening, Mr. Chairman, Trustees, Dr. Reber, Dr. Jones, and the community.

As the saying goes, "it takes a village to raise somebody," and that's the feeling with Hudson County Community College. We truly have a strong sense of community. It's our family away from family when we travel in the morning and leave in the evening, whether students, administration, or other colleagues. Congratulations to my two colleagues, Bernard and Gilda, for their achievements. Thank you all for supporting our tenure and giving us this opportunity to continue supporting our students' success and the entire community.

Thank you, everybody, and have a good evening.

*Gilda Reyes offered remarks.*

Good evening, Dr. Jones, Dr. Reber, Board of Trustees, colleagues, and friends.

I am honored and happy to be part of the Hudson County Community College family. I have been here for 20 years, without giving my age away. My mother first came here in the early 1970s, and she used to drag me along to her ESL classes.

I look forward to continuing to serve our students and our community. Thank you for providing me this opportunity and granting me tenure, because ever since I was seven years old, it has always been my passion and lifelong dream to teach here at HCCC. Also, HCCC gave my mother a starting point in her career and set an example for my entire family, so thank you all.

*Darryl Jones offered concluding remarks.*

Thank you, Bernard, Mohammed, and Gilda.

Chris, if I may take another moment, I'd like to take this opportunity to thank Dr. Heather DeVries, who chaired the Review Board, and all of those who serve on it. It is a particularly important assignment, and I greatly appreciate the hard work and the time the board members contributed. Those who participated were Anna Krupitskiy, Yeury Pujols, Faisal Aljamal, Dr. Christopher

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Conzen, Dr. Shannonine Caruana, Salvador Cuellar, Kewal Krishan, Dr. Abdallah Matari, and Elana Winslow.

We wish Bernard, Mohammad, and Gilda congratulations and much continued success in their journeys at Hudson County Community College as tenured faculty members. We especially thank them for their dedication to our students.

Thank you, Trustees, and Dr. Reber.

*President Reber resumed his remarks.*

Thanks so much, Dr. Jones, and congratulations again, Professors Adamitey, Qasem, and Reyes. We're very proud of you.

Chairman Netchert and Trustees, this concludes my report.  
 As always, I would be happy to entertain any questions or comments you might have.

*Chairman Netchert offered remarks.*

Thank you, Dr. Reber. As Chair of the Board of Trustees, I would like to express our congratulations and thanks to Bernard, Mohammed, and Gilda. They are three more reasons why the future of HCCC is promising and bright.

**VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS**

1. *The Minutes of the Regular Meeting for February 22, 2022, were approved*
2. *Gifts, Grants, and Contracts Report*

*TITLE: New Jersey Pathways to Career Opportunities (Planning Phase)*

*AGENCY: New Jersey Community College Consortium for Workforce and Economic Development (Consortium)*

*PURPOSE OF GRANT: The NJ Pathways to Career Opportunities is an unprecedented education and training pathways initiative that will innovate the state's workforce for residents, businesses, and the state economy for years to come.*

*COLLEGE ADMINISTRATOR: Lori Margolin*

*COLLEGE CONTRIBUTION: \$0*

*AWARD AMOUNT: \$30,000.00*

*Introduced by: Bakari Lee*

*Seconded by: Pamela Gardner*

*8 Ayes.....0 Nays*

*Resolution Adopted*



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Regular Meeting of the Board of Trustees  
 March 15, 2022

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

1. Resolution Seeking Approval to Develop Property in the Journal Square Area for Permanent Use by Hudson County Community College (Chapter 12)
2. Resolution Approving 2023 Operating Budget
3. Resolution Authorizing Purchase of Identity Verification and Access Management Software to be Funded by the American Rescue Plan (ARP) Grant
4. Resolution Authorizing Wi-Fi Upgrades to be Funded by the American Rescue Plan (ARP) Grant
5. Resolution Authorizing Purchase of Interactive Projector Systems to be Funded by the American Rescue Plan (ARP) Grant
6. Resolution Authorizing Purchase and Installation of ITV Equipment to be Funded by the American Rescue Plan (ARP) Grant
7. Resolution Authorizing Purchase of Furniture for Training Room in the Gabert Library
8. Resolution Authorizing Annual Commencement Formal Dinner for Graduates
9. Resolution Authorizing Funds for Scholarships from Sale of Personal Property
10. Resolution Authorizing Sale of Personal Property
11. Resolution Authorizing Naming of the Atrium at the North Hudson Campus in Honor of Congressman Albio Sires.

Introduced by: Bakari Lee

Seconded by: Sylvia Rodriguez

8 Ayes.....0 Nays

Resolution Adopted

**VIII. PERSONNEL RECOMMENDATIONS 1-8**

**1. RETIREMENTS**

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>	<b>Effective Date</b>
Harvey	Rubinstein	Professor of English	September 1, 2022
Gregory	Smith	Accounts Payable Officer	June 1, 2022

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

**2. RESIGNATIONS**

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>	<b>Effective Date</b>
Tyiesha	Hargrove	CTE Academic Mentor	February 28, 2022
Iraida	Izaguirre	Student Success Coordinator, Reentry Students	March 3, 2022

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Ashley	Shaw	Student Success Coordinator, Incarcerated Students	March 15, 2022
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**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 STAFF**

First Name	Last Name	Title	Effective Date	Annual Salary
Cristhian C.	Altamirano	Assistant Director of Early College Programs	April 4, 2022	\$ 55,000.00
Anita	Belle	Grant Project Director (Grant-funded)	April 1, 2022	\$ 80,000.00
Marian	Betancourt	Student Success Coordinator, Reentry Students (Grant-funded)	March 16, 2022	\$ 40,000.00
Dan	Brookes	Business Developer (Grant-funded)	April 1, 2022	\$ 67,600.00
Laurice	Dukes	Healthcare Coordinator (Grant-funded)	April 1, 2022	\$ 41,600.00
Christian	Liebl	Secretary	March 16, 2022	\$ 35,000.00
Siddhi	Londhe Gupta	CTE Academic Mentor (Grant-funded)	March 16, 2022	\$ 48,000.00
Alena	Magay	Student Success Coordinator, Operating Engineers Dual Education Program (Grant-funded)	March 16, 2022	\$ 40,000.00
Cecily	McKeown	Instructional Technologist, Multimedia Specialist	March 16, 2022	\$ 65,000.00
Fabiola	Ocean	Student Success Coordinator, Incarcerated Students (AWPP) (Grant-funded)	March 16, 2022	\$ 40,000.00
Maria Lita	Sarmiento	Alumni Manager (Grant-funded)	April 1, 2022	\$ 52,000.00
Denzel	Smith	Custodial Supervisor	March 21, 2022	\$ 41,500.00
Imane	Zehaf	CTE Career Coach (Grant-funded)	March 28, 2022	\$ 45,000.00

**RECOMMENDATION:** 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 TEMPORARY FULL-TIME STAFF**

First Name	Last Name	Title	Effective Date	Anticipated End Date	Annual Salary
Natalia	Da Silva	Development Assistant	March 16, 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. 4.

**5. APPROVAL OF FACULTY TENURE**

The criteria for tenure include excellence in teaching, scholarly achievement, service to the College and community, and in the fulfillment of professional responsibilities. Applications for tenure are reviewed by a Tenure Review Board and recommendations are forwarded through the Chief Academic Officer to the President for approval and presentation to the Board of Trustees.

The following faculty are recommended for tenure at the rank of Assistant Professor effective Academic Year 2022-23.

Bernard Adamitey, Instructor of Academic Foundations Math

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*Regular Meeting of the Board of Trustees*  
*March 15, 2022*

Mohammad Qasem, Instructor of Physics

Gilda Reyes, Instructor of Speech

**RECOMMENDATION:** *The President, Administration, and Personnel Committee recommend that the Board of Trustees approve the Faculty Tenure and Promotions above as Personnel Recommendation Item No. 5.*

**6. AUTHORIZATION OF PART-TIME STAFF THROUGH MARCH 2023, AS NEEDED**

<b>FIRST NAME</b>	<b>LAST NAME</b>	<b>DEPARTMENT</b>	<b>TITLE</b>	<b>POSITION ID</b>	<b>SUPERVISOR</b>
Samantha	Rodriguez	Business, Culinary Arts, and Hospitality Management	Receiving Clerk	RECLERK-101030	Ara Karakashian
Emely	Martinez	Business, Culinary Arts, and Hospitality Management	Receiving Clerk	RECLERK-101030	Ara Karakashian
Tayyaba	Hafeez	Nursing and Health Sciences	Part-time Office Assistant	101016-5054	Catherine Sirangelo
David	Benjamin	Continuing Education and Workforce Development	Part-time Instructor	PTINST-102010	Chastity Farrell
Kimberly	Sumpter	Continuing Education and Workforce Development	Part-time Instructor	PTINST-102010	Chastity Farrell
Dileesha	Patel	English and ESL	Office Assistant	OFFAST-101040	Elham Kamali
Kyle	Robinson	Continuing Education and Workforce Development	Part-time Instructor	PTINST-606000	Lori Margolin
Luisa	Carranza	English and ESL	Office Assistant	OFFAST-101035	Jedediah Palmer
Lesley	Polanco	Purchasing	Office Assistant	OFFAST	Jeff Roberson
Suleiny	Rodriguez De La Rosa	Student Affairs	COVID Office Assistant	OFFAST	Lisa Dougherty
Ayman	Azab	Academic Foundations Math	Office Assistant	OFFAST-101041	Pamela Bandyopadhyay
Isaiah	Fudge	Grants	Academic Coach	601021	Pamela Bandyopadhyay
Stephen	Giordano III	Grants	Academic Coach	601021	Pamela Bandyopadhyay
Ella	Mukasa	Tutorial Services	Tutor	TUTOR-150505	Pamela Bandyopadhyay
Xavier	Pratt	Office of Student Life and Leadership	Diversity, Equity, and Inclusion Student Passport Program Student Navigator	604005	Veronica Gerosimo

**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. 6.*

**7. APPOINTMENT OF NEW HIRE ADJUNCT INSTRUCTORS**

<b>First Name</b>	<b>Last Name</b>	<b>Department</b>
Yun	Kim	Humanities and Social Sciences
Jane	Park	Humanities and Social Sciences

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Regular Meeting of the Board of Trustees  
 March 15, 2022

Sunhee	Song	Humanities and Social Sciences
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**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. 7.*

**8. MODIFICATION TO STAFFING TABLE**

<b>Current Approved Title</b>	<b>New Title/ Deleted Title (if applicable)</b>	<b>Incumbent (If applicable)</b>	<b>Salary Adjustment (If applicable)</b>	<b>Effective Date</b>
N/A	Development Assistant	Natalia Da Silva (Temporary Full-time)	\$40,000	March 16, 2022

**RECOMMENDATION:** *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 8.*

*Introduced by: Karen Fahrenholz*

*Seconded by: Jeannette Peña*

*8 Ayes.....0 Nays*

*Resolution Adopted*

**IX. ACADEMIC AND STUDENT AFFAIRS RECOMMENDATIONS 1-2**

- 1. Resolution Authorizing Amended Agreement Between Hudson County Community College and West New York Board of Education for the Delivery of Dual Credit Instruction.*
- 2. Resolution Approving Option in Social Justice Advocacy to the Associate of Science in Human Services Degree Program (60 credits).*

*Introduced by: Pamela Gardner*

*Seconded by: Karen Fahrenholz*

*8 Ayes.....0 Nays*

*Resolution Adopted*

**X. NEW BUSINESS – No New Business**

**XI. ADJOURNMENT at 5:36 p.m.**

*Introduced by: Bakari Lee*

*Seconded by: Karen Fahrenholz*

*8 Ayes.....0 Nays*

*Resolution Adopted*

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

**April 12, 2022**

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

**1. Resolution Authorizing Purchase of Online Technology Training Certificate Programs to be Funded by the American Rescue Plan (ARP) Grant**

**WHEREAS**, Hudson County Community College ("College") needs to purchase Online Technology Training Certificate Programs for students to assist with remote learning; and,

**WHEREAS**, pursuant to N.J.S.A. 18:64A 25.4, the College publicly advertised a Request for Proposal ("RFP") for the services for a term not to exceed two (2) years; and,

**WHEREAS**, the College received two (2) proposals in response to the RFP:

<u>Vendor</u>	<u>Location</u>	<u>Cost</u>
CCS Learning Academy	Poway, CA	\$84,500
Coursera, Inc.	Mountain View, CA	\$100,000

**WHEREAS**, Coursera services ninety-two million (92,000,000) users, including six thousand five hundred (6,500) institutions, two thousand nine hundred (2,900) businesses, and two hundred thirty (230) Government organizations, and is recommended by three (3) higher education organizations, is traded on the New York Stock Exchange, offers up to two (2) months of customized integration, and provides over five thousand (5,000) courses; and,

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

**WHEREAS**, Coursera has the financial stability, size, and product to best meet the needs of the program; 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 award;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College award a contract to Coursera, Inc. of Mountain View, California, to provide Online Technology Training Certificate Programs as described herein for a two (2) year term at a total cost not to exceed \$100,000.

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

**2. Resolution Authorizing Purchase of Computers with Webcams to be Funded by the American Rescue Plan (ARP) Grant**

**WHEREAS**, Hudson County Community College ("College") needs to purchase fifty (50) computers with webcams for offices to use to communicate with students remotely; 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**, Dell (New Jersey State Contract #89967) has submitted a proposal for the computers at a cost not to exceed \$67,978; 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 Dell of Round Rock, Texas, to provide computers as described herein at a cost not to exceed \$67,978.

**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 Apple Computers for the Gabert Library to be Funded by the American Rescue Plan (ARP) Grant**

**WHEREAS**, Hudson County Community College ("College") needs to purchase nineteen (19) computers from Apple Computer, Inc. ("Apple") for use in the Open Lab of the Gabert Library to assist with remote learning in the Social Science Department's Digital Arts/Studio Arts Program; and,

**WHEREAS**, pursuant to N.J.S.A. 18A:64A-25.5 (a) (3), the purchase is exempt from public bidding as the computers are only available through Apple; and,

**WHEREAS**, Apple has quoted a price for nineteen (19) computers at a cost not to exceed \$36,062; 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 Apple Computers, Inc. of Austin, Texas, to provide the computers as described herein at a cost not to exceed \$36,062.

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

**4. Resolution Authorizing Renewal of Citrix Software to be Funded by the American Rescue Plan (ARP) Grant**

**WHEREAS**, Hudson County Community College ("College") needs to renew Citrix software to assist in remote learning; and,

**WHEREAS**, the software controls the configuration and setup of VDI desktops that people see when they connect to remote.hccc.edu, and controls the desktops they see, software that is loaded on the desktops, and the security of the remote desktops; and,

**WHEREAS**, pursuant to N.J.S.A. 18A:64A-25.10a, 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 Citrix software renewal at a total cost of \$51,029; and,

**WHEREAS**, the anticipated term is two (2) 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 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 Citrix software renewal as described herein at a cost not to exceed \$51,029.

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

#### **5. Resolution Authorizing Renewal of Canvas Cloud Software**

**WHEREAS**, Hudson County Community College ("College") needs to renew the contract for a cloud-based education technology platform with advanced Learning Management System functionality; 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 purchasing 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 Learning Management Systems for all of the JPC's members and awarded a contract for the Canvas Cloud technology platform to Instructure, Inc.; and,

**WHEREAS**, Instructure, Inc. has submitted a proposal to the College for the Canvas Cloud platform pursuant to the JPC contract award at a cost not to exceed \$182,428, which represents a 5% increase from the prior year; and,

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

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

**WHEREAS**, the Administration and Finance Committee recommend this purchase;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College award a contract to Instructure, Inc. of Salt Lake City, Utah, for purchase of Canvas Cloud software through the JPC as described herein at a cost not to exceed \$182,428.

**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 Annual Renewal of Internet Services**

**WHEREAS**, Hudson County Community College ("College") needs to renew network access and internet services for instructional and administrative purposes following the expiration of the College's existing contract with NJEdge.net ("NJEdge"); and,

**WHEREAS**, pursuant to N.J.S.A. 18A:64A-25.10a, the service is exempt from public bidding as the purchase is being made through an approved cooperative; and,

**WHEREAS**, NJEdge (part of the NJ VALE Consortium) submitted a proposal to provide the services at a

cost not to exceed \$141,777, which represents no increase from the prior year; and,

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

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

**WHEREAS**, the Administration and Finance Committee recommend this purchase;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College award a contract to NJEdge.net of Newark, New Jersey, to provide internet services as described herein, at a cost not to exceed \$141,777.

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

#### **7. Resolution Authorizing Purchase of Portable Air Conditioning Units**

**WHEREAS**, Hudson County Community College ("College") needs to purchase thirty (30) portable air conditioning units for use in 70 Sip Avenue as a temporary measure to provide air conditioning service until replacement of the central HVAC unit; 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**, WW Grainger (New Jersey State Contract #79875) submitted a proposal for the units at a cost not to exceed \$25,000; and,

**WHEREAS**, the cost of these 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 WW Grainger of Cranford, New Jersey, to provide portable air conditioning units as described herein, at a cost not to exceed \$25,000.

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

#### **8. Resolution Authorizing Award of Audit Contract for Fiscal Year 2022**

**WHEREAS**, Hudson County Community College ("College") requires the services of an accounting firm to complete the College's Fiscal Year 2022 Audit ("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 a professional service; and,

**WHEREAS**, the College conducted a fair and open process for the procurement of the Services; and,

**WHEREAS**, the firm of Donahue, Gironda, Doria & Tomkins ("DGDT") was the only vendor who submitted a proposal to provide the Services in an amount not to exceed \$76,000, which represents a 7% increase from the prior year; and,

**WHEREAS**, DGDT's last increase was for the Fiscal Year 2020 audit; and,



**WHEREAS**, the Administration has determined the proposal submitted by DGD to be in the best interests of the College, price and other factors considered; and,

**WHEREAS**, the Administration and Finance Committee recommend this award;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College hereby award a contract to the firm of Donahue, Gironda, Doria & Tomkins, LLC of Bayonne, New Jersey, for the completion of the audit for Fiscal Year 2022 in an amount not to exceed \$76,000.

**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 In-County Tuition Rate for New Jersey Reentry Corporation Clients**

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

**WHEREAS**, the College has partnered with the New Jersey Reentry Corporation ("NJRC"), which serves individuals from eight counties across New Jersey who were previously incarcerated or court-involved, to provide education and training programs that lead to gainful employment for NJRC clients; and,

**WHEREAS**, some NJRC clients will be enrolled in academic degree and certificate programs that carry a per credit tuition rate; and,

**WHEREAS**, an in-county tuition rate has been previously awarded to other special cohorts consisting of students who reside outside of Hudson County and are enrolled in academic programs at the College; and,

**WHEREAS**, the Administration and Finance Committee recommend the award of the in-county tuition rate for all NJRC clients who are enrolled in academic degree and certificate programs at the College, regardless of residence, retroactive to March 16, 2022;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College hereby authorize the in-county tuition rate for all NJRC clients who are enrolled in academic degree and certificate programs at the College, regardless of residence, retroactive to March 16, 2022.

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

**10. Resolution Authorizing a Lease Agreement Between Hudson County Community College and the Jersey City Redevelopment Agency for the Properties Located at 68-74 Sip Avenue and 164-168 Sip Avenue, Jersey City, New Jersey**

**WHEREAS**, Hudson County Community College ("HCCC") and the Jersey City Redevelopment Agency ("JCRA") entered into a Purchase and Sale Agreement (the "PSA") dated August 19, 2021 for the sale to JCRA of the property located at 68-74 Sip Avenue and 164-168 Sip Avenue, Jersey City, New Jersey (the "Property"); and

**WHEREAS**, Article Nine of the PSA provides as follows:

Seller shall retain full possession of the Property for a period of three (3) years following the Closing without the payment of rent; and,

*During its retention of possession and until delivery of possession, Seller shall be responsible for routine maintenance and repairs to the Property (but not for structural repairs or roof replacement); and,*

**WHEREAS**, HCCC and JCRA wish to enter into a Lease Agreement setting forth in greater detail the terms and conditions of the HCCC's retention of possession following the closing of title pursuant to the PSA; and,

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College incorporate the foregoing recitals into this resolution and hereby authorize HCCC to enter into the Lease Agreement attached hereto as Exhibit A (Attachment I).

**BE IT FURTHER RESOLVED** that the Lease Agreement attached hereto as Exhibit A is approved.

**BE IT FURTHER RESOLVED** that the Board of Trustees authorize the Administration to take any and all actions necessary to effectuate the purpose 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 1-10:**

1) Resolution Authorizing Purchase of Online Technology Training Certificate Programs to be Funded by the American Rescue Plan (ARP) Grant; 2) Resolution Authorizing Purchase of Computers with Webcams to be Funded by the American Rescue Plan (ARP) Grant; 3) Resolution Authorizing Purchase of Apple Computers for the Gabert Library to be Funded by the American Rescue Plan (ARP) Grant; 4) Resolution Authorizing Renewal of Citrix Software to be Funded by the American Rescue Plan (ARP) Grant; 5) Resolution Authorizing Renewal of Canvas Cloud Software; 6) Resolution Authorizing Annual Renewal of Internet Services; 7) Resolution Authorizing Purchase of Portable Air Conditioning Units; 8) Resolution Authorizing Award of Audit Contract for Fiscal Year 2022; 9) Resolution Authorizing In-County Tuition Rate for New Jersey Reentry Corporation Clients; 10) Resolution Authorizing a Lease Agreement Between Hudson County Community College and the Jersey City Redevelopment Agency.

**INTRODUCED BY:**

\_\_\_\_\_

**SECONDED BY:**

\_\_\_\_\_

**DATE:**

April 12, 2022

Doria, Joseph  
Fahrenholz, Karen  
Gardner, Pamela  
Gargiulo, Frank  
Kenny, Roberta  
Lee, Bakari  
Peña, Jeanette  
Rodríguez, Silvia  
Stahl, Harold  
Netchert, William, Chair

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\_\_\_\_\_ Aye      \_\_\_\_\_ Nay

## ***Supporting Documents for Item #10***

**Attachment I**

**LEASE BY AND BETWEEN**

**JERSEY CITY REDEVELOPMENT AGENCY  
AS LANDLORD**

**AND**

**HUDSON COUNTY COMMUNITY COLLEGE  
AS TENANT**

**FOR PROPERTY LOCATED AT 68-74 SIP AVENUE AND 164-168 SIP AVENUE,  
JERSEY CITY, NEW JERSEY, DESIGNATED, RESPECTIVELY, AS BLOCK 9501,  
LOT 21 AND BLOCK 10602, LOTS 10 TO 16 ON THE TAX MAPS OF THE CITY OF  
JERSEY CITY, NEW JERSEY**

The Lease ("Lease") is made and entered into as of \_\_\_\_\_, 2022 (the "Effective Date") by and between **THE JERSEY CITY DEVELOPMENT AGENCY**, a redevelopment agency of the City of Jersey City, having its offices at 4 Jackson Square, Jersey City, New Jersey 07305 ("Landlord"), and **HUDSON COUNTY COMMUNITY COLLEGE** ("Tenant"), with an office located 70 Sip Avenue, Jersey City, New Jersey 07306. Landlord and Tenant may be referred to singly as a "Party" and collectively as the "Parties")

WITNESSETH:

**WHEREAS**, pursuant to that Purchase and Sale Agreement between the Parties dated August 19, 2021 (the "Purchase Agreement"), the Landlord has on the date hereof acquired title to the property located at 68-74 Sip Avenue, Block 9501, Lot 21 on the tax maps of the City ("Parcel A") and 164-168 Sip Avenue, Block 10602, Lots 10 to 16 on the tax maps of the City ("Parcel B" and, together with Parcel A, the "Demised Premises"); and

**WHEREAS**, the Demised Premises consists of a building that currently contains classrooms, administrative offices and other school-related facilities for the Tenant (the "Existing School Facilities"); and

**WHEREAS**, Tenant is in the process of constructing a new facility that, when complete, will house new school-related facilities (the "New School Facilities") that will replace the above-described Existing School Facilities currently contained in the Demised Premises; and

**WHEREAS**, Tenant desires to lease back the Demised Premises from Landlord to operate the Existing School Facilities for a period of time during which Tenant is constructing the New School Facilities; and

**WHEREAS**, the Landlord desires to make available, and the Tenant desires to lease, the Demised Premises for the Permitted Uses (as hereinafter defined), all in accordance with the terms and conditions of this Lease; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound hereby, agree with each other as follows:

**ARTICLE I: BASIC LEASE PROVISIONS AND DEFINITIONS**

**Section 1.01. Basic Lease Provisions and Definitions.**

Wherever used in this Lease, the following terms shall have the meanings indicated. Each reference in this Lease to any of the Basic Lease Provisions in this Section 1.01 shall be deemed and construed to incorporate all of the terms provided under such Basic Lease Provision, provided that the Basic Lease Provisions shall be controlled by the specific terms and provisions of this Lease relating to the subject matter of the Basic Lease Provision.

**Landlord:** JERSEY CITY REDEVELOPMENT AGENCY

**Tenant:** HUDSON COUNTY COMMUNITY COLLEGE

**The Demised Premises:** Property located at 68-74 Sip Avenue, Jersey City, New Jersey, designated as Block 9501, Lot 21 on the tax maps of the City of Jersey City, and 164-168 Sip Avenue, Jersey City, New Jersey, designated, respectively, as Block 10602, Lots 10-16 on the tax maps of the City of Jersey City and as more particularly described on Exhibit A attached hereto and made a part hereof.

**Permitted Uses:** Tenant shall use the Demised Premises for purposes of operating the Existing School Facilities.

**Commencement Date:** The Commencement Date shall be the Effective Date.

**Term:** The Lease Term shall run for three (3) years beginning on the Effective Date and expiring on the 3<sup>rd</sup> anniversary of the Effective Date (the "Expiration Date").

**Rent:** Fixed Rent: \$1.00 per year from the Commencement Date payable on the Effective Date and each anniversary date thereof during the Term.

**Utilities and Services:** Not included in Rent. Tenant shall be responsible for all operating costs including all utilities and services.

## **ARTICLE II: DEMISED PREMISES**

### **Section 2.01. Demised Premises.**

(a) Landlord, in consideration of the rents to be paid and the covenants to be performed by Tenant, hereby leases to Tenant the Demised Premises as identified on Exhibit A, together with the improvements and appurtenances and Tenant hereby leases the Demised Premises from Landlord, for the Lease Term.

(b) During the Lease Term, Tenant shall have the right, at its sole expense, to install any equipment, machinery or fixtures in the Demised Premises. Tenant shall be entitled to continuing access to perform any installation, maintenance, repairs and replacements of the Equipment that Tenant deems necessary. Any work to be performed by Tenant shall comply with the applicable governmental approvals.

(c) Tenant acknowledges that it is familiar with the Demised Premises and is leasing the Demises Premises in "As-Is, Where-is" condition.

### **Section 2.02. Surrender of the Demised Premises.**

(a) Upon the expiration of the Term or earlier termination of this Lease in accordance with the terms and provisions hereof, Tenant shall quit and surrender the Demised Premises in the same condition as the Demised Premises were in upon delivery of possession except as required or permitted by this Lease and except for ordinary wear and tear, and shall have no liability or obligations to Landlord, Redeveloper or any other party with respect to any environmental or other conditions which may now or hereafter exist at, in or under the Demised Premises. Tenant shall have no obligation to Landlord or Redeveloper to remove any or all of its equipment, fixtures or other property from the Demised Premises.

(b) Notwithstanding anything contained in this Section 2.02 or elsewhere in the Lease, Tenant shall, in its sole and absolute discretion, have the right to remove any of its Equipment from the Demised Premises during the Term of the Lease.

### **Section 2.03. Routine Maintenance and Repairs and Structural Repairs etc.**

During the Term of this Lease, Tenant shall be responsible for routine maintenance and repairs to the Property, but not for structural repairs or roof replacement. For the avoidance of doubt, Landlord shall not be responsible for any costs related to the Demised Property.

## **ARTICLE III: TERM OF LEASE**

### **Section 3.01. Lease Term.**

(a) The Lease Term shall begin on the Commencement Date and continue for the period set forth in Section 1.01.

(b) Tenant shall have the option to terminate this Lease, at any time for any reason or no reason, upon thirty (30) day prior written notice to Landlord.

### **Section 3.02. Construction/Possession.**

Tenant's taking possession of the Demised Premises shall be deemed conclusive evidence of Tenant's acceptance of the Demised Premises in satisfactory condition and in full compliance with all covenants and obligations of Landlord in connection therewith. Tenant agrees that it will accept possession of the Demised Premises as delivered and that no representations or inducements respecting the condition of the Demised Premises have been made to Tenant by Landlord or its authorized representative.

### **Section 3.03 Holding Over.**

If Tenant has remained in possession of the Demised Premises after the Expiration Date or earlier termination of the Lease, Tenant shall vacate and surrender the Demised Premises to Landlord within sixty (60) days after written notice to Tenant.

## **ARTICLE IV: RENT**

### **Section 4.01. Fixed Rent.**

Tenant hereby covenants and agrees to pay to Landlord the Fixed Rent set forth in Section 1.01, without any prior demand therefor and without any offset or deduction whatsoever, annually on the Effective Date and on each annual anniversary date thereof during the Term.

### **Section 4.02. Utilities and Other Services.**

Tenant shall contract with and pay directly to the company supplying utilities or services for the cost of all utilities and other services supplied to the Demises Premises.

## **ARTICLE V: USE OF THE DEMISED PREMISES**

### **Section 5.01. Use of the Demised Premises.**

(a) Tenant shall use and operate the Demised Premises solely for the Permitted Uses set forth in Section 1.01, in full compliance with all applicable governmental rules, regulations and requirements. Tenant shall not use, or permit the use, of the Demised Premises for any other use or purpose.

(b) Subject to Landlord's written consent which shall not be unreasonably withheld, Tenant may use the Demised Premises for any other legal purpose.

### **Section 5.02. Quiet Enjoyment.**

Landlord covenants that Tenant, upon paying the Rent and performing all of the terms of this Lease on its part to be performed, shall peaceably and quietly enjoy the Demised Premises and the appurtenances throughout the Lease Term without interference by Landlord or third parties acting on behalf of or at Landlord's direction or control, subject, nevertheless, to the terms of this Lease and to any mortgage, ground lease or agreements to which this Lease is subordinated.

### **Section 5.03. Environmental.**

(a) Tenant shall not store any Hazardous Materials (as defined below) in or on the Demised Premises and shall not permit a discharge to occur in or on the Demised Premises in violation of any Environmental Laws (as hereinafter defined). In addition, Tenant shall indemnify and hold harmless Landlord from and against any suits, actions, damages, claims, judgements, costs, liabilities, and expenses in connection with (i) the presence of any Hazardous Materials brought, or permitted by the Tenant to be brought, onto the Demised Premises after the Effective Date, or (ii) the violation of any Environmental Laws applicable to the Demised Premises after the Effective Date.

(b) For purposes of this Section 5.03, "Environmental Laws" shall be defined to



include all present and future laws or regulations regarding the use, storage, removal or abatement of hazardous, toxic and/or environmentally controlled materials and the term "Hazardous Materials" shall mean any hazardous or toxic substances, materials, asbestos, wastes, pollutants and the like which are defined as such in, and/or regulated by (or become defined in and/or regulated by), and applicable local, state or federal law including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §§ 9601 *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. §1801 *et seq.*), the Clean Water Act (33 U.S.C. §1251 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. §6901 *et seq.*), the Clean Air Act (42 U.S.C. §7401 *et seq.*), the Toxic Substances Control Act (15 U.S.C. §2601 *et seq.*), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §136 *et seq.*), the Occupational Safety and Health Act (29 U.S.C. §651 *et seq.*), the Industrial Site Recovery Act N.J.S.A. 13:1K-6 *et seq.* and regulations promulgated thereunder and any successor legislation and regulations ("ISRA"), any other federal, state, or local law or ordinance which is presently in effect or hereinafter enacted relating to environmental matters, any rules and regulations promulgated under any of the foregoing, and any and all amendments to the foregoing.

(c) The provisions of his Section 5.03 shall survive termination or expiration of this Lease.

#### **ARTICLE VI: TENANT'S MAINTENANCE**

**Section 6.01. Laws, Waste or Nuisance.** From and after the Effective Date, Tenant shall, at its own cost and expense: (i) comply with all applicable governmental laws, orders and regulations affecting the Demised Premises now or hereafter in force; or (ii) not suffer, permit or commit any waste or nuisance. Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other subtenants or the public.

**Section 6.02. Mechanic's Lien.** To the extent of Tenant's construction or work at the Demised Premises, Tenant shall promptly pay all contractors and material men, so as to minimize the possibility of a lien attaching to the Demised Premises and should any such lien be made or filed, Tenant shall bond against or discharge the same within sixty (60) days after the receipt of notice of filing thereof. In the event Tenant shall fail to bond or discharge a filed lien within the time provided for herein, Landlord, at its option, in addition to all other rights and remedies provided herein, may bond or pay the lien or claim without inquiring into the validity thereof. Tenant, within sixty (60) days following written demand, shall reimburse Landlord for the amount so paid and the reasonable expenses related thereto including attorney's fees.

#### **ARTICLE VII: MAINTENANCE OF BUILDING; ACCESS TO DEMISED PREMISES**

##### **Section 7.01. Repairs.**

Landlord shall not be required to make any repairs or replacements of any kind to the Demised Premises.

## **ARTICLE VIII: UTILITIES**

### **Section 8.01. Utilities.**

Tenant shall arrange for and pay directly all utility companies providing utility service to the Demised Premises.

## **ARTICLE IX: INTENTIONALLY OMITTED**

## **ARTICLE X: NOTICES**

### **Section 10.01. Notices.**

(a) Any notice by Tenant to Landlord must be served by certified mail, return receipt requested, postage prepaid, or by Federal Express or other nationally recognized overnight delivery service, addressed to Landlord at the address set forth in the preamble to this Lease, or to such other address as Landlord may designate by written notice.

(b) Any notice by Landlord to Tenant must be served by certified mail, return receipt requested, postage prepaid, or by Federal Express or other nationally recognized overnight delivery service, addressed to Tenant at the address set forth in the preamble to this Lease, or at such other address as Tenant shall designate by written notice.

(c) Any notice given in conformance with the above shall be deemed received on the earlier of (i) five days after the date given to the Postal Service or delivery service, as the case may be, or (ii) the date on which the noticed party receives or refuses receipt of the notice.

## **ARTICLE XI: INDEMNITY; PROPERTY AND LIABILITY INSURANCE**

**Section 11.01. Indemnity.** From and after the Effective Date, except as set forth below and in Section 5.03 of this Agreement, and except for the negligence and/or willful acts or omissions of the Landlord, its agents, servants or employees, Tenant shall indemnify and save the Landlord harmless from and against any suits, actions, damages, claims, judgments, costs, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising from, or out of, any occurrence in, upon, at or from the Demised Premises, or the occupancy or use by Tenant of the Demised Premises, or any part thereof, or occasioned wholly, by any act or omission of Tenant, its agents, contractors, employees, servants, or licensees. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant or related to the Demised Premises or the occupancy or use by Tenant of the Demised Premises, then Tenant shall protect and defend Landlord from or against any loss, claim, damage, liability or expense except to the extent caused by any negligence, recklessness or intentional misconduct of the Landlord in connection with the Tenant's performance of its obligations, agreements and covenants under this Lease.

## **Section 11.02. Insurance.**

(a) During the Lease Term, Tenant shall obtain and maintain, in full force and effect at its sole expense, insurance coverage in the amounts and coverages as set forth in subsection (b), from responsible insurers (AVII or better rated as determined by A.M. Best Company) licensed, admitted, and authorized to do business in the State of New Jersey (the "State"), in connection with Tenant's operation and maintenance of the Existing School Facilities. All liability insurance policies shall afford coverage on an occurrence rather than claims made basis. Tenant shall ensure that Landlord is identified as an additional named insured under any such policies and shall provide Certificates of Insurance and Policy Endorsements identifying Landlord as an additional insured within ten (10) business days of the Effective Date. Such policies shall also require that any notice of termination or cancellation thereof be provided to Landlord at least thirty (30) days prior to any such termination or cancellation of any policy.

(b) The types and minimum amounts of insurance required are as follows:

- (i) Comprehensive General Liability Insurance. The minimum limits of liability for this insurance shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate and cover liability based on property damage, death and bodily injury.
- (ii) Workers' Compensation. Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of the State.
- (iii) Automobile Liability and Excess Liability Insurance. Automobile Liability of not less than \$1,000,000 each accident and Excess Liability Insurance with a limit of not less than \$3,000,000.

## **ARTICLE XIII: LIABILITY OF LANDLORD**

### **Section 12.01. Tenant's Risk of Loss.**

Tenant shall store its property in and shall occupy the Demised Premises at its own risk and releases Landlord, to the full extent permitted by law, from all claims of every kind resulting from loss of life, personal or bodily injury or property damage occurring within the Demised Premises, except to the extent such claim directly arises from a default by Landlord of any of its obligations under this Lease. Absent any such default by the Landlord in its obligations under this Lease, Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage to property of Tenant or to Tenant's equipment, fixtures or other personal property arising from any cause that is covered or required to be covered under Tenant's insurance under Section 11.02 of this Lease.

### **Section 12.02. Successors.**

All rights and liabilities herein given to, or imposed upon, the respective Parties shall extend to and bind the respective heirs, executors, administrators, successors and assigns of the

said Parties. Each provision to be performed by the Parties shall be construed to be both a covenant and a condition and, if there shall be more than one Tenant, they shall all be bound jointly and severally by these provisions. Notwithstanding the foregoing, in the event that any Party or any successor or assignee shall convey or otherwise dispose of this Lease therefore, all liabilities and obligations on the part of that party under this Lease arising or accruing after such conveyance shall cease and terminate and thereupon all such liabilities and obligations shall be binding upon the successor or assignee.

#### **ARTICLE XIII: DAMAGE CLAUSE**

##### **Section 13.01. Destruction.**

If the Demised Premises shall be wholly or partially damaged by any casualty, Tenant may, at its option, either terminate this Lease by notice of cancellation to Landlord given within sixty (60) days after such event and pay any insurance proceeds over to the Landlord and thereupon this Lease shall expire, and Tenant shall vacate and surrender the Demised Premises to Landlord or, upon receipt of the insurance proceeds, promptly repair the same to the condition prior to the date Tenant took possession of the Demised Premises and this Lease shall remain in full force and effect.

#### **ARTICLE XIV: DEFAULT**

##### **Section 14.01. Landlord Default.**

If Landlord shall be in default hereunder fifteen (15) days after notice of such default of any of the provisions of this Lease including, but not limited to, Sections 2.03 and 5.02 hereof, Tenant shall have the right, but not the obligation, to cure such default as the agent of Landlord, including the right to obtain injunctive relief or specific performance. If Tenant cures such default or Tenant obtains any such injunction which is sustained on final appeal, if any, Landlord shall pay to Tenant promptly on demand the reasonable cost or amount thereof, or the reasonable costs and expenses incurred by Tenant in connection with the injunction proceeding (including reasonable attorneys' fees), as the case may be, plus interest at the prime rate as published in the Wall Street Journal. If Landlord shall fail to make any such payment to Tenant, Tenant shall be entitled to all other remedies available to it at law or in equity. Tenant shall not commence to cure any default which could not reasonably be cured within such fifteen-day period if Landlord commences such cure within said period and proceeds with reasonable diligence and in good faith to complete such cure. Notwithstanding the foregoing, if, in Tenant's reasonable judgment, Landlord's default is material in nature, Tenant, after using reasonable efforts to give Landlord telephone notice, which notice shall immediately be confirmed by notice to Landlord by letter, fax, or email (provided Landlord has supplied Tenant with the name and telephone, fax numbers or email address of a person authorized to act on behalf of Landlord), may cure such default as the agent of Landlord without any other prior notice to Landlord. If Tenant commences such cure, Landlord shall cease doing any work which would in any way interfere with Tenant's performance. Any performance by Tenant of an obligation of Landlord shall not be construed as a modification or waiver of any of the provisions of this Lease, and said obligation shall remain the obligation of Landlord notwithstanding (i) that Tenant has undertaken said obligation and (ii) the manner in which said obligation has been performed by Tenant.

#### **Section 14.02. Tenant Default.**

If Tenant shall be in default hereunder fifteen (15) days after notice of such default of any of the provisions of this Lease, Landlord shall have the right, but not the obligation, to cure such default as the agent of Tenant, including the right to obtain injunctive relief or specific performance. If Landlord cures such default or Landlord obtains any such injunction which is sustained on final appeal, if any, Tenant shall pay to Landlord promptly on demand the reasonable cost or amount thereof, or the reasonable costs and expenses incurred by Landlord in connection with the injunction proceeding (including reasonable attorneys' fees), as the case may be, plus interest at the prime rate as published in the Wall Street Journal. If Tenant shall fail to make any such payment to Landlord, Landlord shall be entitled to all other remedies available to it at law or in equity. Landlord shall not commence to cure any default which could not reasonably be cured within such fifteen-day period if Tenant commences such cure within said period and proceeds with reasonable diligence and in good faith to complete such cure. Notwithstanding the foregoing, if, in Landlord's reasonable judgment, Tenant's default is material in nature, Landlord, after using reasonable efforts to give Tenant telephone notice, which notice shall immediately be confirmed by notice to Tenant by letter, fax, or email (provided Tenant has supplied Landlord with the name and telephone, fax numbers or email address of a person authorized to act on behalf of Tenant), may cure such default as the agent of Tenant without any other prior notice to Tenant. If Landlord commences such cure, Tenant shall cease doing any work which would in any way interfere with Landlord's performance. Any performance by Landlord of an obligation of Tenant shall not be construed as a modification or waiver of any of the provisions of this Lease, and said obligation shall remain the obligation of Tenant notwithstanding (i) that Landlord has undertaken said obligation and (ii) the manner in which said obligation has been performed by Landlord.

### **ARTICLE XV: MISCELLANEOUS PROVISIONS**

#### **Section 15.01. Waiver of Trial by Jury.**

**THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE DEMISED PREMISES, OR DAMAGE TO PROPERTY.**

#### **Section 15.02. Limitation of Liability.**

Notwithstanding anything to the contrary in the Lease, under no circumstances shall any Party be liable for any consequential, indirect or special damages.

#### **Section 15.03. No Waiver.**

The rights and remedies given to any Party in this Lease are distinct, separate and

cumulative remedies, and the exercise of any of them shall not be deemed to exclude any Party's right to exercise any or all of the others. The waiver by any Party of any breach or of the strict and/or prompt performance of any term, covenant or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any Party's right to strictly enforce same in the future. No covenant, term or condition of this Lease shall be deemed to have been waived by any Party unless such waiver is in writing by the applicable Party.

**Section 15.04. Non-Liability of Individuals.** Neither the Directors of Tenant nor any individual officer, official, agent or employee of Tenant, nor the Commissioners nor any individual officer, official, agent or employee of the Landlord, shall be charged personally by any of the others with liability, nor be held liable under any term, provision or paragraph of this Lease or because of its execution or attempted execution or because of any breach hereof

**Section 15.05. Entire Agreement.**

This Lease and the exhibits, if any, attached set forth the entire agreement between the Parties as to the lease of the Demised Premises. Any prior conversations or writings regarding this Lease are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by the Parties. If any provision contained in an exhibit is inconsistent with the provisions contained herein then the provisions contained in said exhibit shall supersede said provisions contained herein. The captions, numbers and index appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor in any way affect this Lease.

**Section 15.06. Partial Invalidity.**

If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

**Section 15.07. Applicable Law; Venue.**

Each Party agrees that any action or proceeding (whether based on contract, tort or otherwise) between any of the Parties seeking to enforce any provision of, or arising out of or relating to, this Lease or the transactions contemplated hereby must be brought and determined exclusively in Superior Court of New Jersey, Hudson County Vicinage. Each Party (a) irrevocably and unconditionally consents and submits to the *exclusive* jurisdiction and venue of such court (and of the appropriate appellate courts therefrom) in any such action or proceeding, (b) agrees that it will not bring any such action or proceeding other than in the aforesaid courts and will not attempt to deny or defeat such jurisdiction by motion or other request for leave from any such court, and (c) irrevocably and unconditionally waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such action

or proceeding in any such court or that any such action or proceeding brought in any such court has been brought in an inconvenient forum


***[SIGNATURE PAGE FOLLOWS]***

IN WITNESS WHEREOF, the Parties have signed this Lease as of the day and year first above written.

**SIGNATURES:**

LANDLORD:

**JERSEY CITY REDEVELOPMENT AGENCY**

By: 

Name: Diana H. Jeffrey

Title: Executive Director

TENANT:

**HUDSON COUNTY COMMUNITY COLLEGE**

By: \_\_\_\_\_

Name: Christopher M. Reber

Title: President



**Exhibit A**

**Demised Premises**



**BLOCK 9501, LOT 21**  
**CITY OF JERSEY CITY**  
**HUDSON COUNTY, NEW JERSEY**

**BEGINNING** at the intersection of the easterly line of Lot 1, Block 9501 with the northerly right-of-way of Sip Avenue (75 foot wide right-of-way), said point being North 84°52'02" East a distance of 327.98 feet from the intersection of said northerly right-of-way with the easterly right-of-way of John F. Kennedy Boulevard, and running, thence, the following six (6) courses along the easterly line of said Lot 1;

Education

Energy Utility

Healthcare

Public Works

Real Estate

Science & Technology

1. North 04°48'03" East a distance of 123.73 feet to a point, thence;
2. South 87°48'27" East a distance of 5.00 feet to a point, thence;
3. North 29°42'30" East a distance of 29.40 feet to a point, thence;
4. South 87°48'27" East a distance of 60.00 feet to a point, thence;
5. North 02°11'33" East a distance of 20.00 feet to a point, thence;
6. South 87°48'27" East a distance of 15.00 feet to a point, thence;
7. Along the westerly line of Lot 20, Block 9501, South 02°11'33" West a distance of 156.92 feet to a point in the northerly right-of-way of Sip Avenue, thence;
8. Along said northerly right-of-way, South 84°52'02" West a distance of 100.03 feet to the **POINT OF BEGINNING**.

Containing an area of 13,715 square feet or 0.315 acres more or less.

*Brad Joshnick*

Brad Joshnick  
Professional Land Surveyor  
NJ License No. 37947  
March 29, 2022



**BLOCK 10602, LOTS 10, 11, 12, 13, 14, 15 & 16**  
**CITY OF JERSEY CITY**  
**HUDSON COUNTY, NEW JERSEY**

**BEGINNING** at a point, said point being the intersection of the northerly right-of-way of Sip Avenue (60 foot wide right-of-way) with the easterly right-of-way of Tonnele Avenue (50 foot wide right-of-way), and running, thence;

Education

Energy Utility

Healthcare

Public Works

Real Estate

Science & Technology

1. Along said easterly right-of-way, North 13°26'30" East a distance of 101.73 feet to a point, thence;
2. Along the southerly line of Lots 1, 2, 3 & 4, Block 10602, South 65°59'00" East a distance of 334.24 feet to a point, thence;
3. Along the westerly line of Lot 5, Block 10602, South 24°01'00" West a distance of 42.18 feet to a point, thence;
4. Along the southerly line of said Lot 5, South 65°59'00" East a distance of 50.00 feet to a point, thence;
5. Along the westerly line of Lot 9, Block 10602, South 24°01'00" West a distance of 57.82 feet to a point in the northerly right-of-way of Sip Avenue, thence;
6. Along said northerly right-of-way, North 65°59'00" West a distance of 365.57 feet to the **POINT OF BEGINNING**.

Containing an area of 35,381 square feet or 0.812 acres more or less.

*Brad Joshnick*

Brad Joshnick  
Professional Land Surveyor  
NJ License No. 37947  
March 29, 2022

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

**April 12, 2022**

**VIII. PERSONNEL RECOMMENDATIONS**

**1. RESIGNATIONS**

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>	<b>Effective Date</b>
John	Capasso	Senior Maintenance Mechanic	March 18, 2022
Victoria	Marino	Director of Career Services	May 6, 2022
Alexandra	Plante	Director of Library Instruction	April 4, 2022
Imane	Zehaf	Financial Counselor	March 28, 2022

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

**2. APPOINTMENT OF STAFF**

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>	<b>Effective Date</b>	<b>Annual Salary</b>
Suhani	Aggarwal	Accounts Payable Officer	April 15, 2022	\$ 52,000.00
Denzil	Hinds	Senior Maintenance Mechanic	April 18, 2022	\$ 72,000.00
Ismael J.	Ramos-Peñaherrera	Customer Service Clerk	April 13, 2022	\$ 36,500.00

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

**3. APPOINTMENT OF TEMPORARY FULL-TIME STAFF**

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>	<b>Effective Date</b>	<b>Anticipated End Date</b>	<b>Annual Salary</b>
Deliana	Acosta	Social Worker (Grant-funded)	May 23, 2022	Grant Extension through May 2023	\$ 50,000.00
Tatiana	Gaona Zuniga	Interim Director of Career Services	April 14, 2022	June 30, 2022	\$ 70,000.00
Brianna	Heim	Coordinator, Continuing Education and Workforce Development	April 13, 2022	September 30, 2022	\$ 40,000.00
Mackenzie	Johnson	Academic Counselor (Grant-funded)	May 23, 2022	Grant Extension through May 2023	\$ 48,000.00
Nicholas	Mangal	Academic Counselor (Grant-funded)	May 14, 2022	Grant Extension through May 2023	\$ 48,000.00
Richard	Remoura	Academic Counselor (Grant-funded)	May 23, 2022	Grant Extension through May 2023	\$ 48,000.00
Alyssa	Rupnarain	Academic Counselor (Grant-funded)	May 23, 2022	Grant Extension through May 2023	\$ 48,000.00
Elizabeth	Ryan	Academic Counselor (Grant-funded)	May 23, 2022	Grant Extension through May 2023	\$ 48,000.00

**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. 3.*

**4. AUTHORIZATION OF PART-TIME STAFF THROUGH APRIL 2023, AS NEEDED**

<b>FIRST NAME</b>	<b>LAST NAME</b>	<b>DEPARTMENT</b>	<b>TITLE</b>	<b>POSITION ID</b>	<b>SUPERVISOR</b>
Koral	Booth	Advisement and Counseling	Office Assistant	OFFAST-200510	Sheila Dynan
Thomas	Larson	Advisement and Counseling	Social Worker	PTSW-200510	Sheila Dynan
Crystal	Newton	Advisement and Counseling	Office Assistant	OFFAST-200510	Sheila Dynan
Alexandra	Plante	College Libraries	College Archivist	150510	James Cox
Oscar	Alvarez	Continuing Education and Workforce Development	ESL and Spanish Instructor	PTINST-103005	Catherina Mirasol/Chastity Farrell
Carlo	Auguste	Continuing Education and Workforce Development	QuickBooks and Software Instructor	PTINST-102010	Catherina Mirasol/Chastity Farrell
Adefolarin	Bolaji	Continuing Education and Workforce Development	Computer Instructor	PTINST-103005, 606000	Catherina Mirasol/Chastity Farrell
Sherry	Duan	Continuing Education and Workforce Development	ESL Instructor	PTINST-103005	Catherina Mirasol/Chastity Farrell
Edna	Fameux	Continuing Education and Workforce Development	CNA Instructor	PTINST- 102010, 103005, 605020	Catherina Mirasol
Ivette	Febo	Continuing Education and Workforce Development	ESL and Spanish Instructor	PTINST-103005	Catherina Mirasol/Chastity Farrell
Akram	Girgis	Continuing Education and Workforce Development	EKG and Phlebotomy Instructor	PTINST- 102010, 103005, 605020	Chastity Farrell
Corazon	Lacsamana	Continuing Education and Workforce Development	Microsoft Office Instructor	PTINST-102010	Catherina Mirasol/Chastity Farrell
Andreysis L.	Mosquea	Continuing Education and Workforce Development	EKG and Phlebotomy Instructor	PTINST- 102010, 103005, 605020	Catherina Mirasol/Chastity Farrell
Adrienne	Tolbert	Continuing Education and Workforce Development	Communications Instructor	PTINST-103005	Catherina Mirasol/Chastity Farrell
Maria	Zaman	Continuing Education and Workforce Development	ESL Instructor	PTINST-103005	Catherina Mirasol/Chastity Farrell
Richard	Charles	Enrollment Services	Enrollment Support Assistant	ENS-200525	Wajia Zahur
Betsaida	Rosario	Enrollment Services	Enrollment Support Assistant	ENS-200525	Wajia Zahur
Melanie	Suarez	Enrollment Services	Office Assistant	OFFAST-200525	Wajia Zahur
Shirley	Parra	Facilities	Administrative Assistant	PTADAS-601505	Ilya Ashmyan
Juan	Peralta	Financial Aid	Office Assistant	OFFAST-200520	Sylvia Mendoza
Carol	Bruzzano	Humanities and Social Sciences	APA Prep Instructor	Humanities	Alison Wakefield
Durgesh	Wani	Information Technology	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Mark	Amakar	Information Technology Services	PC Technician	253025	Kenneth Melewski
Sarah	Jarrar	Nursing and Health Sciences	Skills Lab Tutor	101017	Carol Fasano
Victoria	Landa	Nursing and Health Sciences	Skills Lab Tutor	101017	Carol Fasano
Jasmine	Ngin	STEM	Office Assistant	OFFAST-101015	Burl Yearwood
Melanie	Sagun	Student Activities	Student Center Assistant	STUCENT-701000	Veronica Gerosimo

**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 4.*

## 5. MODIFICATIONS TO STAFFING TABLE

<b>Current Approved Title</b>	<b>New Title/ Deleted Title (if applicable)</b>	<b>Incumbent (If applicable)</b>	<b>Salary Adjustment (If applicable)</b>	<b>Effective Date</b>
Associate Dean, Academic Development and Support Services	Associate Dean, Academic Affairs	Pamela Bandyopadhyay	N/A	April 13, 2022
Associate Director, Writing and Tutoring Center	Associate Director, ESL Programs	Patrizia Barroero	N/A	April 13, 2022
Director, Writing and Tutoring Center	Director, Academic Affairs	Kenny Fabara	From: \$65,000 To: \$80,000	April 13, 2022

**RECOMMENDATION:** *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 5.*

## 6. RESOLUTION TO APPROVE ONLINE LEARNING POLICY

**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 Online Learning Policy; and,

**WHEREAS,** the Board will delegate to the President the responsibility to develop procedures and guidelines for the implementation of this policy;

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

**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 1-6.**

1) Resignations; 2) Appointment of Staff; 3) Appointment of Temporary Full-time Staff; 4) Authorization of Part-time Staff, as Needed; 5) Modifications to Staffing Table; 6) Resolution to Approve Online Learning Policy.

**INTRODUCED BY:**

\_\_\_\_\_

**SECONDED BY:**

\_\_\_\_\_

**DATE:**

April 12, 2022

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

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\_\_\_\_\_ Aye      \_\_\_\_\_ Nay

***Supporting Document for Item #6***

## **ONLINE LEARNING POLICY**

### **Purpose**

The purpose of the Online Learning Policy is to ensure that Hudson County Community College (“College”) students are at the center of the educational experience and able to successfully pursue their studies online, achieve their educational goals, and engage in life-long learning.

### **Policy**

The College and its Board of Trustees (“Board”) are committed to expanding the scope of learning opportunities and modalities to address and support the diverse needs of students. The Center for Online Learning (“COL”) enables students to achieve educational goals and engage in life-long learning by working with Academic Divisions to provide a wide variety of high-quality, technology-rich online and hybrid courses. The COL supports faculty in designing, developing, and delivering an interactive and accessible curriculum by providing professional development and hands-on assistance. The COL is committed to increasing the number of online degree programs, improving the quality of online courses, educating faculty on best practices around online teaching and learning, and expanding virtual student support services. The Board delegates to the President the responsibility to develop procedures and guidelines for the implementation of this policy. The COL is responsible for implementing the procedures and guidelines developed for this policy.

**Approved: April 2022**

**Approved by: Board of Trustees**

**Category: Online Learning**

**Subcategory: Center for Online Learning**

**Scheduled for Review: April 2025**

**Responsible Department: Center for Online Learning**



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

**April 12, 2022**

**IX. ACADEMIC AND STUDENT AFFAIRS**

**1. Resolution Authorizing Establishment of an Alternative County Corrections Police Officers Program Pursuant to N.J.S.A. 11A:4-1.3**

**WHEREAS**, as the result of a recent amendment to N.J.S.A. 11A:4-1.3, counties are now able to hire County Corrections Police Officers without employing the pre-hire regulations established by the New Jersey Civil Service Commission and the regulations promulgated by it; and,

**WHEREAS**, counties now have the ability to adopt an alternative hiring program for Corrections Police Officers without requiring the officers to be tested and declared eligible for employment through a certified list issued by Civil Service; and,

**WHEREAS**, while the Officers may be hired directly by counties, all Officers must still meet the minimum requirements of a Corrections Police Officer and also successfully complete a training academy course sanctioned by the New Jersey Police Training Commission; and,

**WHEREAS**, upon successful completion of the training academy and retention as a Corrections Police Officer, the Officer will have the same powers and rights as Officers hired through a certified list of eligible Officers issued by Civil Service; and,

**WHEREAS**, it is in the best interests of the County to adopt an alternative program for the hiring of Corrections Police Officers by the County; and,

**WHEREAS**, the operation of the alternative program must adhere to the nepotism policy established by the County and the County conflict of interest provisions of New Jersey law; and,

**WHEREAS**, the College can meet the needs of the County in developing an alternative program for County Corrections Police Officers, and the College seeks to enter into a partnership with the County of Hudson to deliver an alternative program for County Corrections Police Officers; and,

**WHEREAS**, the Administration, and Academic and Student Affairs Committee, recommend the partnership between Hudson County Community College and the County of Hudson to deliver an alternative program for County Corrections Police Officers, retroactive to April 1, 2022;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College authorize the partnership between Hudson County Community College and the County of Hudson to deliver an alternative program for County Corrections Police Officers, retroactive to April 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 Affiliation Agreement Between Hudson County Community College and Acclaim Rehabilitation and Health Care Center for Clinical Experiences in the Enhanced Certified Nurse Aide Program**

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

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

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

**WHEREAS**, Acclaim Rehabilitation and Health Care Center has the capacity to meet the needs of the Program; and,

**WHEREAS**, Hudson County Community College seeks to enter into an Affiliation Agreement ("Agreement") with Acclaim Rehabilitation and Health Care Center whereby students enrolled in the Program will be able to complete clinical experiences, effective April 15, 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 Agreement between Hudson County Community College and Acclaim Rehabilitation and Health Care Center, effective April 15, 2022;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College approve the Agreement between Hudson County Community College and Acclaim Rehabilitation and Health Care Center, effective April 15, 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 Approving Option in Cannabis Studies to the Associate of Science in Business Administration Degree Program (60 credits) [CIP Code: 52.0201]**

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

**WHEREAS**, the College seeks to expand its offerings to meet student and market demand; and,

**WHEREAS**, the College has developed an Option in Cannabis Studies to the existing Associate of Science in Business Administration degree program to address student and market demand; and,

**WHEREAS**, the Option in Cannabis Studies to the existing Associate of Science in Business Administration degree program prepares students for opportunities in the Cannabis industry through certification in Cannabis business operations involving the following areas: cultivation, manufacturing, delivery, wholesale, and retail, and is suitable for individuals who are either currently working in the Cannabis industry or who are planning to transition to a career in the Cannabis industry; and,

**WHEREAS**, the Administration, and the Academic and Student Affairs Committee, recommend the approval of the Option in Cannabis Studies to the existing Associate of Science in Business Administration degree program, effective July 2022;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College hereby approve the Option in Cannabis Studies to the existing Associate of Science in Business Administration degree program.

**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 Approving Academic Certificate in Cannabis Business Manager (33 credits) [CIP Code: 52.0201]**

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

**WHEREAS**, the College seeks to expand its offerings to meet student and market demand; and,

**WHEREAS**, the College has developed an Academic Certificate in Cannabis Business Manager to address student and market demand; and,

**WHEREAS**, the Academic Certificate in Cannabis Business Manager prepares graduates for opportunities in the Cannabis industry; and,

**WHEREAS**, the Academic Certificate in Cannabis Business Manager is suitable for individuals who are either currently in, or those who are new to, the Cannabis industry; and,

**WHEREAS**, the Academic Certificate in Cannabis Business Manager curriculum articulates into the College's Associate of Science in Business Administration Option in Cannabis Studies degree program; and,

**WHEREAS**, the Administration, and the Academic and Student Affairs Committee, recommend the approval of the Academic Certificate in Cannabis Business Manager, effective July 2022;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College hereby approve the Academic Certificate in Cannabis Business Manager.

**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 Approving Proficiency Certificate in Cannabis Business Agent (12 credits) [CIP Code: 52.0201]**

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

**WHEREAS**, the College seeks to expand its offerings to meet student and market demand; and,

**WHEREAS**, the College has developed a Proficiency Certificate in Cannabis Business Agent to address student and market demand; and,

**WHEREAS**, the Proficiency Certificate in Cannabis Business Agent prepares graduates for opportunities in the Cannabis industry; and,

**WHEREAS**, the Proficiency Certificate in Cannabis Business Agent is suitable for individuals who are either currently in, or those who are new to, the Cannabis industry; and,

**WHEREAS**, the Proficiency Certificate in Cannabis Business Agent curriculum articulates into the College's Associate of Science in Business Administration Option in Cannabis Studies degree program; and,

**WHEREAS**, the Administration, and the Academic and Student Affairs Committee, recommend the approval of the Proficiency Certificate in Cannabis Business Agent, effective July 2022;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College hereby approve the Proficiency Certificate in Cannabis Business Agent.

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

**6. Resolution Approving Academic Certificate in Construction Management (34 credits) [CIP Code: 46.0499]**

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

**WHEREAS**, the College seeks to expand its offerings to meet student and market demand; and,

**WHEREAS**, the College has developed an Academic Certificate in Construction Management to address student and market demand and fulfill the goals of its National Science Foundation grant; and,

**WHEREAS**, the Academic Certificate in Construction Management prepares graduates for opportunities in the field of Construction; and,

**WHEREAS**, the Academic Certificate in Construction Management is suitable for individuals who are either currently in, or those who are new to, the Construction industry; and,

**WHEREAS**, the Academic Certificate in Construction Management curriculum articulates into the College's Associate of Applied Science in Construction Management degree program; and,

**WHEREAS**, the Administration, and the Academic and Student Affairs Committee, recommend the approval of the Academic Certificate in Construction Management, effective September 2022;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College hereby approve the Academic Certificate in Construction Management.

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

**7. Resolution Approving Proficiency Certificate in Community Healthcare Navigator (15 credits) [CIP Code: 51.2208]**

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

**WHEREAS**, the College seeks to expand its offerings to meet student and market demand; and,

**WHEREAS**, the College has developed a Proficiency Certificate in Community Healthcare Navigator to address student and market demand; and,

**WHEREAS**, the Proficiency Certificate in Community Healthcare Navigator prepares graduates for entry-level opportunities in the field of healthcare; and,

**WHEREAS**, the Proficiency Certificate in Community Healthcare Navigator is suitable for individuals who desire to enter the field of healthcare as well as those who are currently seeking a degree in Nursing; and,

**WHEREAS**, the Proficiency Certificate in Community Healthcare Navigator curriculum articulates into the College's Associate of Science in Health Services Option in Public Health degree program; and,

**WHEREAS**, the Administration, and the Academic and Student Affairs Committee, recommend the approval of the Proficiency Certificate in Community Healthcare Navigator, effective September 2022;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College hereby approve the Proficiency Certificate in Community Healthcare Navigator.

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

**8. Resolution Approving Proficiency Certificate in Personal Fitness Trainer (16 credits) [CIP Code: 31.0501]**

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

**WHEREAS**, the College seeks to expand its offerings to meet student and market demand; and,

**WHEREAS**, the College has developed a Proficiency Certificate in Personal Fitness Trainer to address student and market demand; and,

**WHEREAS**, the Proficiency Certificate in Personal Fitness Trainer prepares graduates for entry-level employment opportunities in the fitness industry, including commercial and clinical settings, such as health clubs, corporate fitness centers, personal training, health promotion, program management and personal coaching, and prepares graduates to obtain an industry-recognized credential from the National Academy of Sports Medicine; and,

**WHEREAS**, the Proficiency Certificate in Personal Fitness Trainer curriculum articulates into the College's existing Associate of Science in Exercise Science degree program; and,

**WHEREAS**, the Administration, and the Academic and Student Affairs Committee, recommend the approval of the Proficiency Certificate in Personal Fitness Trainer, effective September 2022;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College hereby approve the Proficiency Certificate in Personal Fitness Trainer.

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

**9. Resolution Approving Suspension of Enrollment in the Academic Certificate in Personal Fitness Trainer [CIP Code: 31.0501]**

**WHEREAS**, Hudson County Community College ("College") aims to provide high-quality educational opportunities that promote student success and meet the needs of the College's community; and,

**WHEREAS**, the College periodically reviews its inventory of programs in order to optimize its resources; and,

**WHEREAS**, the objectives of the Academic Certificate in Personal Fitness Trainer ("Program") are no longer aligned with market and student demand; and,

**WHEREAS**, the College proposes suspending new enrollment in the Academic Certificate in Personal Fitness Trainer, effective as of the Summer 2022 Academic Term; and,

**WHEREAS**, students who are currently enrolled in the Academic Certificate in Personal Fitness Trainer will have the opportunity to complete the program; and,

**WHEREAS**, the Administration, and Academic and Student Affairs Committee, recommend the suspension of enrollment in the Academic Certificate in Personal Fitness Trainer, effective as of the Summer 2022 Academic Term;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College hereby approve the suspension of enrollment in the Academic Certificate in Personal Fitness Trainer.

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

#### **10. Resolution Approving Renewal of Agreement Between Hudson County Community College and ZT Systems**

**WHEREAS**, Hudson County Community College ("College") offers the Test Technician Bootcamp Program through its Division of Continuing Education and Workforce Development ("CEWD"); and,

**WHEREAS**, ZT Systems continues to have a need for this training; and,

**WHEREAS**, CEWD can continue to meet this need; and,

**WHEREAS**, Hudson County Community College seeks to renew its Agreement ("Agreement") with ZT Systems whereby CEWD will provide the Test Technician Bootcamp Program to employees of ZT Systems on-site at ZT Systems Manufacturing Facility, retroactive to January 3, 2022; and,

**WHEREAS**, this Agreement will remain in effect through 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 renewal of the Agreement between Hudson County Community College and ZT Systems;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College approve the Agreement between Hudson County Community College and ZT Systems of Secaucus, New Jersey, retroactive to January 3, 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.

#### **11. Resolution Recognizing April 2022 as Hudson County Community College Month**

**WHEREAS**, the more than thirteen hundred community and technical colleges in the United States, public and private, have contributed enormously to the richness and accessibility of American higher education; and,

**WHEREAS**, by providing educational opportunities at costs and locations accessible to all who are qualified, community and technical colleges have greatly enhanced the opportunity for every ambitious student to enter a postsecondary school program, and as community-based institutions, our schools provide varied programs and offer specialized training for more than one thousand occupations; and,

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

**WHEREAS**, the 2017 Equality of Opportunity Project ranked the College in the top 5% of 2,200 education institutions for improving students’ social mobility; and,

**WHEREAS**, the College’s Foundation has raised over \$3.5 million for student scholarships to date; and,

**WHEREAS**, the College has awarded over \$2.8 million to 1,249 students through the Community College Opportunity Grant in Academic Year 2021-22; and,

**WHEREAS**, the College is the largest of four higher-education institutions in Hudson County with an unduplicated enrollment of approximately 18,000 credit and non-credit students, and operates campuses in Jersey City and Union City as well as an off-site location in Secaucus at the Hudson County Schools of Technology High Tech High School; and,

**WHEREAS**, the College has invested in facilities that support students’ learning and overall success such as a state-of-the-art STEM building, an award-winning library building, a signature culinary arts building, a studio theatre classroom, a Bloomberg Finance lab, a park outside of 161 Newkirk Street, a new student center located at 81 Sip Avenue, and a comprehensive campus in Union City; and,

**WHEREAS**, the College offers more than 70 degree and certificate programs, including a nationally recognized program in Culinary Arts, a Computer Science Cybersecurity program that has been recognized as a Center of Academic Excellence by the National Security Agency, and a Medical Assisting program that was recently awarded initial programmatic accreditation from the Commission on Accreditation of Allied Health Education Programs; and,

**WHEREAS**, the College has engaged with local K-12, university, and industry partners to provide students with a wide array of academic and career pathways, including Eastern Millwork, Inc. in the field of Advanced Manufacturing, the International Brotherhood of Electrical Workers Local 164 in the field of Construction Management, and the International Union of Operating Engineers Local 825 in the field of Technical Studies; and,

**WHEREAS**, the College has developed new academic programs in Social Justice Advocacy, Accounting, and Woodworking, and has experienced significant growth in its inventory of courses and programs that are delivered fully online to meet the needs of the local community and labor market; and,

**WHEREAS**, the College was awarded a National Science Foundation Grant in the amount of \$300,000 to enhance areas of study in the field of Construction Management through expanded programming and broadened community partnerships; and,

**WHEREAS**, the College was awarded a Title V grant through the U.S. Department of Education in the amount of \$3 million to expand educational opportunities and promote academic attainment of students, with a focus on Hispanic and Latino students, through “The Golden Door/La Puerta Dorada” project; and,

**WHEREAS**, the College was selected as one of 14 community colleges nationally to participate in the Association of Community College Trustees Noncredit to Credit Alignment Lab; and,

**WHEREAS**, the College has partnered with the Hudson County Department of Housing and Community Reintegration and the New Jersey Reentry Corporation to provide education and training programs that lead to gainful employment for individuals who are currently, or were previously, incarcerated; and,

**WHEREAS**, twenty-nine members of the College's faculty and staff have been celebrated for their commitment to professional development as recipients of the 2022 NISOD Excellence Award; and,

**WHEREAS**, the College is committed to supporting its students beyond the classroom by promoting a culture of care across its campuses that includes food pantries on both campuses, a clothing closet, mental health counseling services, and an emergency fund for students' use; and,

**WHEREAS**, the College has disbursed, to date, over \$22 million in federal stimulus and other funding to 9,128 students to help them remain enrolled and persist in their education; and,

**WHEREAS**, the College has maintained a commitment to innovation and leadership in higher education by investing stimulus funding to create the Hudson Scholars program, which is a developed-to-scale student success program; and,

**WHEREAS**, the College has maintained a laser-like focus on student success through its engagement with Achieving the Dream and has experienced a 25% increase in its three-year graduation rate and is on pace to experience another increase in 2022; and,

**WHEREAS**, the College is a leader among its peers for its President's Advisory Council on Diversity, Equity, and Inclusion (PACDEI), its DEI Action Plan, and its programming and professional development opportunities around social justice issues; and,

**WHEREAS**, the College's Center for Teaching, Learning, and Innovation hosted the first statewide Teaching and Learning Symposium on Social Justice in Higher Education, which consisted of 25 presenters and 485 registrants from across seven states and 47 colleges; and,

**WHEREAS**, the College was recognized for its Diversity, Equity and Inclusion initiatives as the recipient of the INSIGHT Into Diversity 2021 Higher Education Excellence in Diversity (HEED) Award, and the Association of Community College Trustees 2021 Northeast Region Equity Award; and,

**WHEREAS**, HCCC students have been celebrated as recipients of the Jack Kent Cooke Scholarship, the Goldwater Scholarship, and the DREAM Scholar recognition; and,

**WHEREAS**, Beta Alpha Phi, the HCCC chapter of Phi Theta Kappa International Honor Society, has earned the distinction of Five Star Chapter Status, which is Phi Theta Kappa's highest level of recognition, and Dr. Chris Reber has been recognized as a Phi Theta Kappa (PTK) Honor Society Paragon President; and,

**WHEREAS**, President Reber was recognized with the Hudson County Chamber of Commerce 2021 "Legends Spirit Award" and was named to the 2021 NJBIZ Education Power 50 List; and,

**WHEREAS**, Board of Trustees Chair William Netchert was recognized as the 2019 Association of Community College Trustees M. Dale Ensign Trustee of the Year for the Northeastern United States; and,

**WHEREAS**, Board of Trustees Vice Chair Bakari Lee provided national community college leadership as the former chair of the Association of Community College Trustees; and,

**WHEREAS**, Trustee Pamela Gardner was elected to the Association of Community College Trustees' Diversity, Equity, and Inclusion Committee; and,

**WHEREAS**, in recognition of the important contribution of community and technical colleges to our total educational system, the United States Congress authorized and requested then President Ronald Reagan to issue Proclamation 5418 establishing a National Community College Month in 1985; and,



**WHEREAS**, the Administration, and Academic and Student Affairs Committee, recommend recognizing April 2022 as Hudson County Community College Month;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Hudson County Community College recognize April 2022 as Hudson County Community College Month.

**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 - 11:**

(1) Resolution Authorizing the Establishment of an Alternative County Corrections Police Officers Program Pursuant to N.J.S.A. 11A:4-1.3; (2) Resolution Authorizing Affiliation Agreement Between Hudson County Community College and Acclaim Rehabilitation and Health Care Center for Clinical Experiences in the Enhanced Certified Nurse Aide Program; (3) Resolution Approving Option in Cannabis Studies to the Associate of Science in Business Administration Degree Program (60 credits) [CIP Code: 52.0201]; (4) Resolution Approving Academic Certificate in Cannabis Business Manager (33 credits) [CIP Code: 52.0201]; (5) Resolution Approving Proficiency Certificate in Cannabis Business Agent (12 credits) [CIP Code: 52.0201]; (6) Resolution Approving Academic Certificate in Construction Management (34 credits) [CIP Code: 46.0499]; (7) Resolution Approving Proficiency Certificate in Community Healthcare Navigator (15 credits) [CIP Code: 51.2208]; (8) Resolution Approving Proficiency Certificate in Personal Fitness Trainer (16 credits) [CIP Code: 31.0501]; (9) Resolution Approving Suspension of Enrollment in the Academic Certificate in Personal Fitness Trainer [CIP Code: 31.0501]; (10) Resolution Approving Renewal of Agreement Between Hudson County Community College and ZT Systems; and, (11) Resolution Recognizing April 2022 as Hudson County Community College Month.

Please click the following link to view Attachments: [Attachments - Academic and Student Affairs Recommendations 1-11](#)

**INTRODUCED BY:**

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**SECONDED BY:**

\_\_\_\_\_

**DATE:**

April 12, 2022

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

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\_\_\_\_\_ Aye

\_\_\_\_\_ Nay

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

*April 12, 2022*

**X. NEW BUSINESS**

**INTRODUCED BY:**

\_\_\_\_\_

**SECONDED BY:**

\_\_\_\_\_

**DATE:**

April 12, 2022

*Doria, Joseph*

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*Fahrenheit, Karen*

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*Gardner, Pamela*

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*Gargiulo, Frank*

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*Kenny, Roberta*

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*Lee, Bakari*

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*Peña, Jeanette*

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*Rodriguez, Silvia*

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*Stahl, Harold*

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*Netchert, William, Chair*

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\_\_\_\_\_ Aye

\_\_\_\_\_ Nay

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

**April 12, 2022**

**XI. ADJOURNMENT**

**RESOLUTION:**

**NOW, THEREFORE, BE IT RESOLVED THAT** the April 12, 2022 meeting of the Hudson County Community College Board of Trustees be adjourned at \_\_\_\_P.M.

**INTRODUCED BY:**

\_\_\_\_\_

**SECONDED BY:**

\_\_\_\_\_

**DATE:**

April 12, 2022

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

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\_\_\_\_\_ Aye

\_\_\_\_\_ Nay