



PASSAIC COUNTY COMMUNITY COLLEGE

Attached are the Board resolutions passed at the October 19, 2021 Board of Trustees meeting. If you have any questions, please call me.

STEVEN M. ROSE, Ed.D.
PRESIDENT/SECRETARY
BOARD OF TRUSTEES

**BOARD OF TRUSTEES
PASSAIC COUNTY COMMUNITY COLLEGE
AGENDA
Page 1 of 1**

NOTICE IS HEREBY GIVEN that on October 19, 2021 at 6:00 pm, the Passaic County Community College Board of Trustees will hold its regular meeting. The meeting will take place in The Paterson Room, Passaic County Community College, One College Boulevard, Paterson, New Jersey. The public is invited to attend, per the Open Public Meetings Act, N.J.S.A. 10:4-6. In addition, the Board will meet in executive session to discuss such issues as are allowed pursuant to NJSA 10:4-12. A copy of the agenda and packet are available for public inspection.

PLEDGE OF ALLEGIANCE (All Stand)

CALL TO ORDER – ROLL CALL

CONSIDERATION OF MINUTES – September 21, 2021

PRESENTATION – (1) “Post Vaccine Institution”
(2) Digital and Social Media

REPORTS – President: Significant Activities
News Article
Chairman

DISCUSSION AGENDA

- A. ACADEMIC ITEMS**
SCCC/PCCC Nurse Education Contract
- B. BUSINESS ITEMS**
Purchase of Goods and Services
Shared Services Agreement
MOU with City of Paterson and PCCC Foundation
- C. PERSONNEL ITEMS**

EXECUTIVE SESSION - Resolution #2 - Resolution to meet in Executive Session - Discussion of personnel, contract negotiations, and matters protected by attorney-client privilege.

ACTION ITEMS - Consent Resolution

- A. ACADEMIC ITEMS**
SCCC/PCCC Nurse Education Contract
- B. BUSINESS ITEMS**
Purchase of Goods and Services
Shared Services Agreement
MOU with City of Paterson and PCCC Foundation
- C. PERSONNEL**

REMARKS

PUBLIC
TRUSTEES

ADJOURNMENT

PASSAIC COUNTY COMMUNITY COLLEGE

ROLL CALL

BOARD OF TRUSTEES	PRESENT	ABSENT
Alumni Rep Martinez	X	
Drakeford	X (Arrived 6:30 pm)	
Esquiche	X	
Glovin	X	
Montanez-Diodonet	X (Arrived 6:35 pm)	
Moody	X	
Nutter		X
Pou	X	
Smith	X	
Trivedi	X	
Tanis	X	
Marco	X	

DATED: OCTOBER 19, 2021

PASSAIC COUNTY COMMUNITY COLLEGE
Resolution #1 – CONSIDERATION OF MINUTES

Offered by TANIS Seconded by ESQUICHE

Board of Trustees	Yes	No	Abstain	Absent
Drakeford				X
Esquiche	X			
Glovin			X	
Montanez-Diodonet				X
Moody	X			
Nutter				X
Pou	X			
Smith	X			
Trivedi			X	
Tanis	X			
Marco	X			

CONSIDERATION OF MINUTES

BE IT RESOLVED that the Board of Trustees of Passaic County Community College hereby approves the regular and executive session meeting minutes, for the September 21, 2021 Board of Trustees meeting.

DATED: OCTOBER 19, 2021

The following are the minutes of the Board of Trustees of Passaic County Community College, One College Boulevard, Paterson, NJ held on Tuesday, September 21, 2021.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Chairman Marco called the meeting order at 6:00 p.m., and then asked everyone to join him in the Pledge of Allegiance.

President Rose stated Pursuant to the Open Public Meetings Act, notice of this meeting was emailed to the Herald News, The Record, the Office of the County Clerk, and posted on the PCCC Website and bulletin board on July 26, 2021.

ROLL CALL

Yolanda Esquiche
Sandra Montanez-Diodonet
Alonzo Moody
Sharon C. Smith

Taina Pou
Julie "Jay Marie" Martinez
Steven M. Rose, Secretary
Barbara Tanis, Vice Chairwoman
Dennis F. Marco, Chairman

Absent

Kesha Drakeford
Michael Glovin
Harvey J. Nutter
Ronak Trivedi

CONSIDERATION OF MINUTES – August 19, 2021

Chairman Marco asked if there were any corrections to the minutes for August 19, 2021. Hearing none, Trustee Moody moved Resolution #1 – Consideration of Minutes for the August 19, 2021 board meeting; seconded by Vice Chairwoman Tanis.. Upon roll call, Resolution #1 passed with Trustee Pou "abstaining" and all other members present voting "yes."

PRESENTATION – FY2021-2022 Operating Budget

President Rose and Vice President of Finance and Administrative Services, Mr. Steven Hardy, presented via a PowerPoint presentation a revised operating budget for Fiscal Year 2022. Both stated that despite a drop in enrollment due to COVID19, the budget was balanced without the use of fund balance. President Rose did note that when the budget was adopted in January, 2021, \$884,543 in fund balance was needed to provide a balanced budget. Moreover, due to the strong support from the County of Passaic, and pandemic funding from the federal government, using fund balance was no longer necessary.

President Rose highlighted several steps that were taken to achieve that goal noting that tuition was not increased, fees were raised slightly, and there were no employee layoffs. He did note that he hoped to build the fund balance since it is currently lower than is recommended.

On a side note, Vice President Hardy noted that many purchases are behind in being delivered, such as a HVAC compressor, and technology equipment due to the shortage of truck drivers and supply chain issues. It may take up to three to four weeks to replace a compressor or receive a chip to run a computer.

A brief question and answer session then took place.

REPORTS

President/Chair: No separate reports given.

DISCUSSION AGENDA

The following items were approved for placement on the Action Items agenda:

A. BUSINESS ITEMS

A. FY2021-2022 Operating Budget

This item was fully discussed under Presentation.

B. Purchase of Goods and Services

President Rose stated he would be happy to answer any questions presented.

The following purchase of Goods and Services, which were obtained through a Fair and Open Process, in compliance with NJSA 19:44A-20.4 et seq and NJSA: 18A:64A-25 et al. are so noted and recommended. President Rose stated he would be happy to answer any questions.

- **Information Technology Hardware** (Lenovo *ThinkPad* laptop computers and cart for student use.)
- **Information Technology Hardware** (Servers and network switches.)
- **Software Licensing and Maintenance** (Goods or Services for proprietary computer hardware, software, or systems)
- Licensing and maintenance for payroll and time management software systems.
- **Interpreter Services** (American Sign Language (ASL) interpretation services for hearing impaired students)
- **Library Materials** (Annual subscriptions for various library periodicals)

- **Clinical Education Equipment** (Hemodialysis machine and related equipment for use in Nurse Education/Healthcare Certificate academic programs.)
- **NJEdge RFP 269EMCPS-19-001 - Microsoft Licensing Solution Providers and Services** (Renewal of licensing and maintenance for Microsoft software products.)
- **Bid 22-02 – Data Center Uninterruptable Power Supply** (Data Center Uninterruptable Power Supply equipment.)

C. POLICY MATTERS

Vaccination Policy

President Rose began his presentation noting that the recent proclamation made by Governor Murphy of New Jersey, and those by President Biden of the United States, do not apply to the College. He then asked Mr. Michael A. Cerone, Jr., College Counsel, to provide the detail for the need to have a vaccination policy for employees and students at PCCC.

Mr. Cerone recapped the protocols sent out since the start of the pandemic by federal, state, and local entities. In addition, as President Rose stated, none currently apply to the College. While over the past several months, efforts to encourage vaccinations of both employees and students continues. A mandatory mask policy was reinstated in all classrooms and unvaccinated students were strongly encouraged to take their classes remotely or online.

Various incentives have been offered to both employees and students, with both receiving a chance to win a laptop computer, and students also being offered \$150 for being vaccinated. The goal has still not been achieved for full vaccination status, and with the likelihood that COVID would remain for some time to come, it became apparent that it was necessary to implement new protocols going forward. With that said, the following Vaccination Policy was introduced by President Rose for board approval:

“I am recommending that effective January 1, 2022 all employees, and students taking classes in-person, be required to be vaccinated against COVID 19. Employees will be able to request a medical or religious exemption. If approved, they will be required to submit to a weekly test. Students who are not vaccinated will be required to take concurrent and/or online classes and utilize remote student services.”

D. PERSONNEL ITEMS

The personnel items included Separations, Appointments, Grant Administrators' Reappointment - FY 2021-22, Child Development Center Employee Salaries FY2021-22, Coaches' Salaries FY2021-22 and Part-time Temporary Appointments.

EXECUTIVE SESSION

Chairman Marco asked if there was a need for an executive session. President Rose stated that an executive session was needed. Chairman Marco then asked for a motion to go into executive session at 6:40 p.m., moved by Vice Chairwoman Tanis; seconded by Trustee Pou. Chairman Marco stated that the Board would meet in executive session for approximately 20 minutes to discuss personnel, contract matters, McFarlane Litigation and matters protected by attorney-client privilege, and that no action would be taken in executive session.

ROLL CALL

Yolanda Esquiche
Sandra Montanez-Diodonet
Alonzo Moody
Sharon C. Smith

Taina Pou
Steven M. Rose, Secretary
Barbara Tanis, Vice Chairwoman
Dennis F. Marco, Chairman

Absent

Kesha Drakeford
Michael Glovin
Harvey J. Nutter
Ronak Trivedi

Chairman Marco called the meeting to order at 7:20 p.m. stating that the Board met in executive session to discuss personnel, contract matters, McFarlane Litigation and matters protected by attorney-client privilege. and that no action was taken in Executive Session.

ROLL CALL

Yolanda Esquiche
Sandra Montanez-Diodonet
Alonzo Moody
Sharon C. Smith

Taina Pou
Steven M. Rose, Secretary
Barbara Tanis, Vice Chairwoman
Dennis F. Marco, Chairman

Absent

Kesha Drakeford
Michael Glovin
Harvey J. Nutter
Ronak Trivedi

ACTION ITEMS AGENDA - Consent Resolution

Chairman Marco asked for a motion to adopt Consent Resolution # 3, approving the following items as set forth in the Memoranda dated September 21, 2021:

- A. FY2021-2022 Operating Budget.
- B. Purchases of Goods and Services
- C. Vaccination Policy
- D. Personnel Actions as listed in the Personnel Actions Memorandum

Vice Chairwoman Tanis moved Resolution #3; seconded by Trustee Esquiche. Upon roll call, Resolution #3 passed with all members present voting "yes."

A. BUSINESS ITEM - FY2021-2022 OPERATING BUDGET

The Proposed-Revised FY2022 Operating Budget, as presented.

B. BUSINESS ITEM - PURCHASES OF GOODS AND SERVICES

The following goods and services, which were obtained through a Fair and Open Process, in compliance with NJSA 19:44A-20.4 et seq. and NJSA 18A:64A-25, are so noted and recommended.

Information Technology Hardware (Public Bid Exception per NJSA 18A:64A-25.5 a. (24) – at or below State Contract pricing) (Funding Source: FY-2022 Title V Grant Funds; \$61,800.00 Available)
Lenovo *ThinkPad* laptop computers and cart for student use. Fulfillment Agent for NJ State Contract 40121.

SHI International Corp.
290 Davidson Avenue
Somerset NJ 08873

\$24,323.10
(Recommended Award)

Information Technology Hardware (Public Bid Exception per NJSA 18A:64A-25.5 a. (24) – at or below State Contract pricing) (Funding Source: FY-2022 Coronavirus Relief Funds; \$1,418,684.01 Available)
Servers and network switches. Fulfillment Agent for NJ State Contracts 40121 and 21-TELE-01506.

Micro Strategies, Inc.
1140 Parsippany Boulevard
Parsippany, NJ 07054

\$405,262.49
(Recommended Award)

Software Licensing and Maintenance (Public Bid Exception per NJSA 18A:64A-25.5 a. (19) – Goods or Services for proprietary computer hardware, software, or systems) (Funding Source: FY-2022-2024 College Operating Funds; \$233,399.06 Available in FY-2022)
Licensing and maintenance for payroll and time management software systems. Estimated amounts; actual cost based on usage. Business Entity and Political Contribution Disclosures required.

ADP, Inc.
PO Box 99292
Chicago, IL 60693

\$188,115.75 (FY-2022)
\$188,303.87 (FY-2023)
\$188,680.48 (FY-2024)
(Recommended Award)

Interpreter Services (Public Bid Exception per NJSA 18A:64A-25.5 a. (15) – Professional Consulting Services) (Funding Source: FY-2022 College Operating Funds; \$35,280.00 Available)
American Sign Language (ASL) interpretation services for hearing impaired students. Estimated amount for Fall 2021 semester. Business Entity and Political Contribution Disclosures required.

ASL Interpreter Referral Service, Inc.
21 Clyde Road, Suite 103
Somerset, NJ 08873

\$35,280.00
(Recommended Award)

Library Materials (Public Bid Exception per NJSA 18A:64A-25.5 b. – Purchase from Governmental Board, Body, Agency or Authority) (Funding Source: FY-2022 College Operating Funds; \$37,761.63 Available)
Annual subscriptions for various library periodicals.

VALE/NJEdge
625 Broad Street, Suite 260
Newark, NJ 07102

\$37,761.63
(Recommended Award)

Clinical Education Equipment (Public Bid Exception per NJSA 18A:64A-25.5 a. (3) – Materials or supplies only available from a single source) (Funding Source: FY-2022 College Capital Funds; \$49,843.55 Available)
Hemodialysis machine and related equipment for use in Nurse Education/Healthcare Certificate academic programs. Business Entity and Political Contribution Disclosures required.

Fresenius USA Marketing, Inc.
920 Winter Street
Waltham, MA, 02451

\$32,106.12
(Recommended Award)

NJEdge RFP 269EMCPS-19-001 - Microsoft Licensing Solution Providers and Services

(Funding Source: FY-2022 College Operating Funds; \$97,471.00 Available)

Renewal of licensing and maintenance for Microsoft software products.

SHI International Corporation
290 Davidson Avenue
Somerset, NJ 08873

\$42,160.00
(Recommended Award)

Bid 22-02 – Data Center Uninterruptable Power Supply

(Funding Source: FY-2022 Coronavirus Relief Funds; \$1,418,684.01 Available)

Data Center Uninterruptable Power Supply equipment.

ICT Resource
101 Eisenhower Pkwy, Suite 300
Roseland, NJ 07068

\$31,734.00
(Recommended Award)

C. POLICY MATTER – VACCINATION POLICY

Effective January 1, 2022 all employees, and students taking classes in-person, are required to be vaccinated against COVID 19. Employees will be able to request a medical or religious exemption. If approved, they will be required to submit to a weekly test. Students who are not vaccinated will be required to take concurrent and/or online classes and utilize remote student services.

D. PERSONNEL ITEMS

I. Separations:

Carolina Lopera-Oquendo, Assistant Director, Institutional Research
Lia Kuglin, Teacher – Child Development Center

II. Appointments:

Marina Wassef, Instructor-Economics
Jill Sluka, Instructor – Graphic Design
Jason Moore, Reference/Instructional Design Librarian
Hilda Martinez, Senior Counselor/Tutor Coordinator
Student Support Services (Grant-funded)
Luigi Nucci, Assistant Manager of Mechanical Services
Thomas Askew, Assistant Director – College Bound/Gear-UP
(Grant-funded)
Deja Wilson, Secretary II – College Bound/Gear-UP (Grant-funded)
Patricia Depsee, Staff Assistant/Campus Scheduler
Shavita Johnson, Student Development Specialist – Academic Success

Carmen Ramos, Staff Assistant – Financial Aid

- III. Grant Administrator Reappointments, FY' 2021-22
- IV. Child Development Center Grant Employee Salaries, FY' 2021-22
- V. Coaches Salary, FY' 2021-22
- VI. Part-time/Temporary Appointments

REMARKS: Public/Trustees: None

ADJOURNMENT

Chairman Marco asked for a motion to adjourn the meeting at 7:25 pm; moved by Trustee Smith; seconded by Trustee Esquiche. Upon roll call, the motion to adjourn the meeting passed unanimously with all members present stating "yes." Chairman Marco acknowledged that the meeting was now adjourned.

PASSAIC COUNTY COMMUNITY COLLEGE

RESOLUTION #3-CONSENT RESOLUTION – ACTION ITEMS A, B, and C

Offered by GLOVIN Seconded by ESQUICHE

Board of Trustees	Yes	No	Abstain	Absent
Drakeford	X			
Esquiche	X			
Glovin	X			
Montanez-Diodonet	X			
Moody	X			
Nutter				X
Pou	X			
Smith	X			
Trivedi	X			
Tanis	X			
Marco	X			

BE IT RESOLVED that the Board of Trustees of Passaic County Community College, upon the recommendation of the President, hereby approved the following actions:

A. ACADEMIC ITEMS

Sussex County Community College and Passaic County Community College Nurse Education Agreement, as outlined in the attachment.

B. BUSINESS ITEMS

PURCHASES OF GOODS AND SERVICES

The following goods and services, which were obtained through a Fair and Open Process, in compliance with NJSA 19:44A-20.4 et seq. and NJSA 18A:64A-25, are so noted and recommended.

Audio-Visual Equipment (Public Bid Exception per NJSA 18A:64A-25.5 a. (24) – at or below State Contract pricing) (Funding Source: FY-2022 Coronavirus Relief Funds; \$964,737.52 Available)
Upgrade to audio-visual equipment for classrooms. NJ State Contract # 81123.

PASSAIC COUNTY COMMUNITY COLLEGE

RESOLUTION #3-CONSENT RESOLUTION – ACTION ITEMS A, B, and C

Tele-Measurements, Inc.
145 Main Avenue
Clifton, NJ 07014

\$585,146.00
(Recommended Award)

Consulting Services (Public Bid Exception per NJSA 18A:64A-25.5 a. (15) – Consulting Services) (Funding Source: FY-2022 Folk Arts Center Grant Funds; \$105,857.00 Available)
Fieldwork in support of the Folklife Center of Northern New Jersey (FCNNJ) at PCCC.
Business Entity and Political Contribution disclosures required.

Lael Leslie
P.O. Box 2083
East Millstone, NJ 08875

\$36,000.00
(Recommended Award)

Consulting Services (Public Bid Exception per NJSA 18A:64A-25.5 a. (15) – Consulting Services) (Funding Source: FY-2022 College Operating Funds; \$21,500.00 Available)
Services to provide a Program Demand Gap Analysis. Business Entity and Political Contribution disclosures required.

Economic Modeling, LLC
232 North Almon Street
Moscow, ID 83843

\$21,500.00
(Recommended Award)

Request for Qualifications 22-01 – Construction Management Services (Public Bid Exception per NJSA 18A:64A-25.5 a. (15) – Consulting Services) (Funding Source: FY-2022 and FY-2023 College Capital Funds)
Qualification of Construction Management firms to perform consulting services as needed for FY-2022 and FY-2023.

Anser Advisory
97 Grayrock Road
Clinton, NJ 08809

Colliers Project Leaders
135 New Road
Madison, CT 06443

A & A Construction
6 Gardner Road
Fairfield, NJ 07004

PASSAIC COUNTY COMMUNITY COLLEGE

RESOLUTION #3-CONSENT RESOLUTION – ACTION ITEMS A, B, and C

Request for Qualifications 22-02 – Architectural Design and Consulting Services (Public Bid Exception per NJSA 18A:64A-25.5 a. (1) – Professional Services) (Funding Source: FY-2022 and FY-2023 College Capital Funds)
Qualification of Architects to perform professional services as needed for FY-2022 and FY-2023.

RSC Architects
3 University Plaza Drive, Suite 600
Hackensack, NJ 07601

Spiezle Architectural Group, Inc.
120 Sanhican Drive
Trenton, NJ 08618

Coppa Montalbano Architects
97 Lackawanna Avenue
Totowa, NJ 07512

Bid 22-01 – Academic Hall Elevator Replacement Re-Bid

(Funding Source: FY-2022 College Capital Funds; \$400,014.00 Available)

Removal of existing single car elevator system and installation of new system.

Current Elevator Technology, Inc.
P.O. Box 246
Milford, PA 18337

\$399,000.00
(Recommended Award)

Bid 22-03 – Parking Lot Replacements and Site Improvements

(Funding Source: FY-2022 College Capital Funds; \$869,600.00 Available)

Demolition, removal and replacement of parking lots at Paterson and Wanaque campuses.

Your Way Construction, Inc.
404 Coit Street
Irvington, NJ 07111

\$869,600.00
(Recommended Award)

SHARED SERVICES AGREEMENT

The Shared Services Agreement between the College and the Borough of Paramus for the repair of vehicles used by the Passaic County Fire Academy, inclusive of the repair of the Fire Trucks in their fleet as outlined in the attachment.

PASSAIC COUNTY COMMUNITY COLLEGE

RESOLUTION #3-CONSENT RESOLUTION – ACTION ITEMS A, B, and C

MEMORANDUM OF UNDERSTANDING WITH CITY OF PATERSON AND PCCC FOUNDATION

The Memorandum of Understanding with the City of Paterson and PCCC Foundation for the hire and loan of a Director of Policy and Planning, fully funded by a grant from the Henry and Marilyn Taub Foundation awarded to the PCCC Foundation, as outlined in the attachment. The Director will be a PCCC employee and loaned to the City. The terms of the MOU provides for internship possibilities for PCCC students.

C. PERSONNEL ITEMS

I. SEPARATIONS

<u>Theresa Slusser</u> Coordinator of Academic Program Adult Education & Bridges Program	Retirement Effective: 11/01/21
<u>Edward Mosley</u> Professor - Psychology	Retirement Effective: 01/01/22
<u>Vickie Stewart</u> Cashier – Food Services	Retirement Effective: 01/01/22

II. APPOINTMENTS

<u>Tasia Weir</u> Academic Counselor Student Support Services/TRIO (Grant-funded)	Effective: 11/29/21
---	---------------------

Replacement for Stephanie Velasquez, external candidate

<u>Jesus Arrieta</u> Senior Success Coach – SUCCESS Program (Grant-funded)	Effective: 11/01/21
--	---------------------

Conversion of part-time position

<u>Geoffrey Gordon</u> Director of Special Projects – President's Office	Effective: 11/01/21
---	---------------------

Temporary appointment through June 30, 2022

PASSAIC COUNTY COMMUNITY COLLEGE

RESOLUTION #3-CONSENT RESOLUTION – ACTION ITEMS A, B, and C

Krista Quinn

Coordinator for Developmental English
Academic Affairs

Effective: 1/03/22

Reclassification of position, external candidate

Zuley Rigo

Financial Aid Officer – Financial Aid

Effective: 11/08/21

Replacement for Cleofas Vital, external candidate

III. GRANT ADMINISTRATOR REAPPOINTMENTS, FY' 2021-22

The following grant administrator reappointments are recommended for your approval for the specific term indicated, subject to grant program funding for each position.

	<u>Term of Approval</u>
<u>Lloyd Cutkelvin</u> Educational Specialist, Pathways to Teacher Education	11/1/21 – 06/30/22
<u>Tanya DaSilva</u> Program Coordinator, Teacher Excellence	11/1/21 – 06/30/22
<u>Karen Ector</u> Service Learning Specialist, Pathways to Teacher Education	11/1/21 – 06/30/22
<u>Russell Gambino</u> Success Coach, STEM	11/1/21 – 06/30/22
<u>David Hernandez</u> STEM Associate, STEM	11/1/21 – 06/30/22
<u>Georgina Mencher</u> Student Success Coach, Pathways to Teacher Education	11/1/21 – 06/30/22
<u>Michaela Sher</u> Project Coordinator, Domestic Violence	11/1/21 – 03/31/22
<u>Bijal Pandya-Provenza</u> Education Specialist, Teacher Excellence	11/1/21 – 06/30/22
<u>David Petriello</u> Program Coordinator, Pathways to Teacher Education	11/1/21 – 06/30/22

PASSAIC COUNTY COMMUNITY COLLEGE

RESOLUTION #3-CONSENT RESOLUTION – ACTION ITEMS A, B, and C

Dennis Reer
Coordinator, STEM

11/1/21 – 06/30/22

Kathleen Vancheri
Success Coach, STEM

11/1/21 – 06/30/22

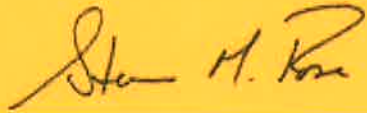
IV. COACH'S SALARY – FY' 2021-22

The following part-time Coach's salaries are recommended for FY' 2021-22.

Women's Basketball
Cristina Conception, Head Coach
Derek Braxton, Assistant Coach

V. PART-TIME TEMPORARY APPOINTMENTS (see attached chart)

The foregoing resolution was duly adopted by the Board of Trustees of Passaic County Community College on October 19, 2021



President/Secretary

PART-TIME TEMPORARY APPOINTMENTS
OCTOBER 19, 2021

LAST NAME	FIRST NAME	MAX # HRS	DEPT #	DEPARTMENT	START DATE	END DATE	TITLE
Alatshan	Maram	6	8136	Child Develop Center	9/1/2021	12/31/2021	Teacher's Aide
Aqeel	Abdullah	3	8446	Community Programs	9/20/2021	12/31/2021	Administrator
Aszerling	Michelle	10	2402	Nurse Ed.	9/15/2021	12/20/2021	Instructor
Beck	Joanne	5	2404	Nurse Ed.	8/19/2021	12/31/2021	Instructor
Bell	Janaya	10	8400	EOF	9/20/2021	12/31/2021	Technical Assistant
Bogush	Margaret	29	0250	Wanaque	9/13/2021	12/21/2021	Technical Assistant
Brooks	Sophie	16	2333	ESL Labs	9/22/2021	12/23/2021	Tutor
Brown	Andre	12	1160	Athletics	8/16/2021	12/21/2021	Technical Assistant
Bryan	Clayon	12	1160	Athletics	8/16/2021	12/21/2021	Technical Assistant
Choudhury	Shahana	29	8135	Child Develop Center	9/13/2021	12/31/2021	Substitute Teacher
Chowdhury	Mahfuza	12	8446	Community Programs	9/20/2021	12/31/2021	Administrator
Coley	Andre	12	1160	Athletics	8/16/2021	12/21/2021	Technical Assistant
Cookson	Cynthia	15	2402	Nurse Ed.	9/7/2021	12/20/2021	Instructor
Cornetto	Holley	10	0250	Wanaque	9/13/2021	12/21/2021	Librarian
Dominquez	Martin	10	8446	Community Programs	9/20/2021	12/31/2021	Administrator
Gonzalez	Mario	5	2333	ESL Labs	9/22/2021	12/23/2021	Tutor
Hanson	Victoria	10	8446	Community Programs	9/20/2021	12/31/2021	Administrator
Harris	Tiona	10	8622	SSS/Trio	9/20/2021	12/24/2021	Tutor
Infante	Leidy	5.5	8136	Child Develop Center	9/1/2021	12/31/2021	Teacher's Aide
Inoa Gonzalez	Ricardo	10	8446	Community Programs	9/20/2021	12/31/2021	Administrator
John	Ravyn	10	8446	Community Programs	9/20/2021	12/31/2021	Administrator
Johnson	Keyondra	12	1160	Athletics	8/16/2021	12/21/2021	Technical Assistant
Johnson	Kathleen	20	8623	Gear-Up	7/1/2021	8/30/2021	Teacher
Kale	Kemal	29	0750	Docu-Center	9/9/2021	12/24/2021	Technical Assistant
Kass	Aimee	29	8135	Child Develop Center	9/21/2021	12/31/2021	Substitute Teacher
Khan	Farhat	25	1157	SSS/Trio	7/1/2021	12/24/2021	Technical Assistant
Kowalczyk	Casimir	25	2333	ESL Labs	9/22/2021	12/23/2021	Tutor
Linares	Richard	10	8446	Community Programs	9/20/2021	12/31/2021	Administrator
Lindo	Daniela	15	5115	Gear-Up	9/1/2021	12/30/2021	Mentor
Lopera-Oquendo	Carolina	20	4101	Institutional Research	10/4/2021	12/31/2021	Administrator

PART-TIME TEMPORARY APPOINTMENTS
OCTOBER 19, 2021

LAST NAME	FIRST NAME	MAX # HRS	DEPT #	DEPARTMENT	START DATE	END DATE	TITLE
Maldonado	Mabely	25	2102	Adjunct Office	9/27/2021	12/24/2021	Technical Assistant
Murray	Renee	29	0303	Bursar	9/1/2021	12/31/2021	Technical Assistant
Mwenya	Kennedy	3	8446	Community Programs	9/20/2021	12/31/2021	Administrator
Paulino	Nayeli	10	8446	Community Programs	9/20/2021	12/31/2021	Administrator
Ramos Rodriguez	Julio	12	1160	Athletics	8/16/2021	12/21/2021	Technical Assistant
Ranilla Falcione	Veronica	29	0750	Docu-Center	9/15/2021	12/24/2021	Technical Assistant
Rexach	Yoana	29	8615	Continuing Education	9/7/2021	12/31/2021	Technical Assistant
Rivera	Matthew	10	8446	Community Programs	9/20/2021	12/31/2021	Administrator
Rodriguez	Mildred	10	6000	Library	9/8/2021	12/24/2021	Technical Assistant
Rosario	Anthony	9	2600	Continuing Education	7/19/2021	12/31/2021	Instructor
Sims	Howard	3	8446	Community Programs	9/20/2021	12/31/2021	Administrator
Talley	Sharae	29	8200	Food Service	8/30/2021	12/31/2021	Food Service Worker
Tam	Kevin	15	8620	SSS/Stem	9/20/2021	12/17/2021	Tutor
Toxqui	Stephanie	10	8446	Community Programs	9/20/2021	12/31/2021	Administrator
Trehearn	Sarah	5	2401	Nurse Ed.	9/1/2021	12/31/2021	Instructor
Vales Marte	Yisel	6	8136	Child Develop Center	9/1/2021	12/31/2021	Teacher's Aide
Villanueva	Keila	15	5115	Gear-Up	9/1/2021	12/30/2021	Mentor
Ward	Shalia	7	5116	Gear-Up	9/27/2021	11/30/2021	Technical Assistant
Younge	Jacqueline	20	1157	SSS/Trio	9/20/2021	12/24/2021	Technical Assistant

Agreement

**NURSE EDUCATION CONTRACT BETWEEN
PASSAIC COUNTY COMMUNITY COLLEGE
AND
SUSSEX COUNTY COMMUNITY COLLEGE**

WHEREAS, Sussex County Community College ("SCCC") and Passaic County Community College ("PCCC") wish to enter into the following Agreement, hereinafter the "Contract", for the purposes set forth therein, therefore, the parties agree as follows:

The purpose of this Contract is to enable the students of Sussex County Community College to pursue an Associate of Applied Science degree in Nurse Education. Students who enroll in the program option defined by this Contract will be permitted to complete the first and second year course requirements of PCCC's Nurse Education Program by taking clinical courses offered by PCCC at SCCC:

Accordingly, SCCC and PCCC agree to the following stipulations:

1. PCCC agrees to enroll a class of 20 SCCC students in a two-year day program of Nurse Education to commence in Spring semester 2022. PCCC agrees to enroll 20 SCCC students in a two-year evening program to commence in Spring 2023. If all enrolled students do not complete Nursing I, SCCC may enroll qualified LPN students in NUR 195 (to be taught in the PCCC summer session). SCCC students enrolled in PCCC Nurse Education courses at PCCC will pay tuition and fees directly to PCCC.
2. Clinical experiences for Nurse Education Program courses will be conducted at clinical agencies located in Sussex County when possible. It will be PCCC's responsibility to establish appropriate affiliation agreements with the participating agencies.
3. The Nurse Education degree shall be awarded by PCCC. PCCC will retain sole jurisdiction of the program including, but not limited to, responsibility for curriculum and instruction, licensure by the State Board of Nursing and the specialized accreditation granted by the Accreditation Commission for Education in Nursing (ACEN).
4. SCCC agrees to offer on the SCCC campus all general education, science, and non-nursing courses required in the PCCC Nurse Education curriculum.

5. All students entering the Nurse Education program will be subject to PCCC's guidelines for admission. The Admission Committee will include faculty/administrators from both SCCC and PCCC.
6. Personnel from the Registrars' offices at SCCC and PCCC will jointly develop policies and procedures for the registration of students into the Nurse Education courses offered on the SCCC campus and for the maintenance of official records at both institutions. Nursing students transferring general education courses to PCCC through SCCC will not be expected to submit an original transcript from the primary school.
7. SCCC students enrolled in PCCC's Nurse Education Program will be governed by the same academic policies and procedures under which PCCC students enrolled in the Nurse Education program are governed.
8. Any external document developed by SCCC that references the program will indicate that the program is an official academic program of PCCC.
 - a) SCCC catalog and registration materials will indicate that Sussex County Community College students may enroll in the Associate in Applied Science Degree Program in Nurse Education of PCCC.
 - b) The SCCC student's program on the SCCC transcript will be identified as *PCCC A.A.S. degree in Nurse Education*.
 - c) Graduation information will show clearly that the degree was awarded by PCCC.
9. The Pinning Ceremony for SCCC students enrolled in the program will be held at SCCC.
10. Nursing students will be allowed to walk in the SCCC graduation ceremony with recognition that their degrees have been awarded by PCCC.
11. Each institution's Chief Academic Officer will designate a coordinator(s) to provide communication, coordination, and administration relative to the respective contract responsibilities of each institution.
12. PCCC will provide the staff for all Nurse Education courses and the Nurse Education laboratory; SCCC will be responsible for capital and non-capital instructional resources. Responsibility for the selection, supervision, and evaluation of the Nurse Education faculty and staff members will reside solely with PCCC.
13. SCCC will provide the instructors and bear all costs for all required first and second year general education courses in the Nurse Education curriculum. Responsibility for the selection, supervision, and evaluation of this faculty will reside solely with SCCC.
14. SCCC will collect all tuition and fees for general education courses taught at SCCC. SCCC will receive State funding for all first and second year general education, science, and non-nursing courses. PCCC will charge the students for all tuition and fees for nursing courses and process financial aid, and PCCC will produce student bills and

2021-2023

collect the students' payments for the charges billed each semester. PCCC will receive State (Categorical) funding for all nursing courses. PCCC will assume cost for malpractice insurance.

15. SCCC will pay \$115,000 for the FY22 academic year and \$125,000.00 for FY 23 to cover for instructional services provided by PCCC. Capital instructional resource costs will be the sole responsibility of SCCC.
16. This agreement shall become effective August 23, 2021, and continue until Aug 22, 2024. Renegotiation of this agreement should be completed not later than May 15, 2024. If the agreement is not renegotiated at that time, SCCC agrees to pay costs of the program until the class that entered in the Spring 2023 semester graduates from the Nurse Education Program in December, 2024.
17. a) Indemnification PCCC agrees and does hereby indemnify and hold harmless SCCC, its servants, agents, members, trustees, directors, officers, officials and employees for all damages, losses, claims, suits, actions or judgments, and expenses, including court costs and reasonable attorney's fees, which may be brought against any or all of them that arise as a result in whole or in part out of the intentional acts, negligence, errors, omissions, failure to perform or non-compliance with federal, state or local laws or regulations by PCCC, its employees, agents, consultants or students.

b) Indemnification SCCC agrees and does hereby indemnify and hold harmless PCCC, its servants, agents, members, trustees, directors, officers, officials and employees for all damages, losses, claims, suits, actions or judgments, and expenses, including court costs and reasonable attorney's fees, which may be brought against any or all of them that arise as a result in whole or in part out of the intentional acts, negligence, errors, omissions, failure to perform or non-compliance with federal, state or local laws or regulations by SCCC, its employees, agents, consultants or students.
18. Insurance PCCC will carry appropriate general liability, auto, and worker's compensation insurance covering its activities, vehicles, and employees during the term of this contract in the following amounts:
 - a) General liability insurance having a combined single limit of not less than \$1,000,000 per occurrence;
 - b) Automobile Liability insurance having a combined single limit of not less than \$1,000,000 per occurrence covering claims arising out of ownership, maintenance, or use of owned or non-owned automobiles.
 - c) Worker's Compensation insurance having limits not less than those required by applicable statute; and
 - d) Excess or Umbrella Liability insurance in the amount of at least \$2,000,000.

2021-2023

Proof of all insurance shall be submitted by PCCC to SCCC at the time this contract is signed and promptly when a material change in coverage, carriers, or underwriters occurs. PCCC shall provide written notice to the SCCC at least 30 (thirty) days prior to any cancellation, non-renewal, or material modification of the aforementioned policies.

SCCC shall be named as an additional insured on PCCC's insurance policies for work under this contract.

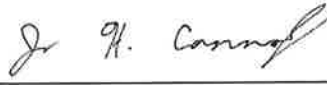
19. Entire Agreement This Agreement: (i) is the sole expression of the understanding of the parties; (ii) supersedes all prior statements and agreements with respect thereto; and, (iii) may not be modified, amended or waived except in writing signed by an authorized representative of the party against whom such modification, amendment or waiver is sought to be enforced.

20. Severability If any provision of this Contract shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired hereby and shall remain in full force and effect. The failure of either party to enforce at any time any of the provisions of this agreement shall not be construed to be a waiver of such provisions or the right of such party thereafter to enforce any such provision.

Passaic County Community College

Sussex County Community College

Steven M. Rose, Ed.D.
President



Jon H. Connolly, Ph.D.
President

Date: _____

Date: September 28, 2021

Ds July 21

**SHARED SERVICES AGREEMENT
BETWEEN**

**THE BOROUGH OF PARAMUS
AND
THE PASSAIC COUNTY COMMUNITY COLLEGE**

FOR MAINTENANCE AND REPAIR OF VEHICLES

This Agreement is made on this _____, day of _____, 2021, by and between THE BOROUGH OF PARAMUS, a municipal corporation of the State of New Jersey, whose principal address is, One Jockish Square, Paramus, New Jersey 07652, and THE PASSAIC COUNTY COMMUNITY COLLEGE, whose principal address is 1 College Boulevard, Paterson, New Jersey 07505 (hereinafter collectively referred to as the Parties).

WITNESSETH:

WHEREAS, the Borough of Paramus is a municipality located in Bergen County, State of New Jersey, and Passaic County Community College is a County College located in Passaic County, New Jersey and both Parties are authorized by law to enter into an agreement with another local unit to provide or receive any lawful service which each local unit is empowered to provide or receive pursuant to the provisions of the "Uniform Shared Service and Consolidation Act," N.J.S.A. 40A:65-1 et seq.,

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., government efficiency is encouraged through shared services stating, "[a]ny local unit may enter into an agreement with another local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units including services from licensed or certified professionals required by statute to be appointed"; and

WHEREAS, the Parties are "local units" under N.J.S.A. 40:65-3; and

WHEREAS, the Parties are committed to delivering services to their respective taxpayers in the most effective and cost-efficient manner; and

WHEREAS, the Passaic County Community College seeks this Agreement with the Borough of Paramus for the maintenance and repair of its fleet of vehicles used by the Passaic County Fire Academy;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and considerations contained herein, the Parties mutually agree as follows:

ARTICLE I:

UNIFORM SHARED SERVICES AND CONSOLIDATION ACT

The Parties are authorized to enter into this Agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq.

ARTICLE II:

SCOPE OF SERVICES & PAYMENT FOR MAINTENANCE AND REPAIR OF VEHICLES

- A. Services Performed: The Borough of Paramus, Department of Public Works, Mechanical Maintenance Division shall provide labor, maintenance and services on vehicles at the rate of \$85.00 per hour during normal business hours. Emergency call out after hours will be billed at a rate of \$125.00 per hour.
- B. Parts: Parts will be purchased from local vendors under State Contract when available. An additional charge not to exceed 25% of the cost of the part may be added to cover any expenses incurred by the Borough of Paramus to retrieve parts.
- C. Tires: Tires will be purchased under State Contract pricing when available. Hourly labor rate will apply for tire change overs performed by the Borough of Paramus.
- D. Outside and Body Repairs: Will be performed by State Contract vendors when available. An additional charge not to exceed 15% of the repairs may be added to cover any expenses incurred by the Borough of Paramus, i.e., travel time, fuel, etc.
- E. Labor Time: Average labor time for a complete preventative maintenance including a 75-point check list is 3 hours for a motor vehicle, 5 hours for trucks, and 6 hours for fire apparatus/ambulances. A quick lube service will be performed for a flat fee of \$50.00 for most automobiles (excluding trucks and diesel engines). This service includes up to 7 quarts of standard engine oil, oil filter, and a 12-point check list. Additional charges may be incurred for any additional parts or service that might be needed.
- F. Unscheduled Repairs: Unscheduled repairs will be billed at an hour for hour basis plus parts and materials.
- G. Payment: The administration of scheduling and billing will be the responsibility of the Mechanical office. A 15% administrative fee will be added not to exceed \$200.00 to all repair orders to cover the costs of faxes, postage, billing, copies, etc. The Borough of Paramus will bill the Passaic County Community College on a monthly basis for all maintenance and repairs performed. Payment to the

Borough of Paramus shall be made within thirty (30) days of receipt of monthly invoices.

- H. Pick-up and Delivery: CDL drivers from the Borough of Paramus will be available to pick up and return vehicles. Hourly rates will apply for this service.
- I. Notice: The Passaic County Fire Academy shall give reasonable notice for the scheduling of maintenance and repairs.
- J. Emergencies: In the event of an emergency causing delay in the maintenance and repair of vehicles in its possession, the Borough of Paramus will make all efforts to complete the maintenance and repair within a reasonable time after the emergency.
- K. Subcontractors: In the event the Borough of Paramus is unable to perform maintenance and repair of the vehicles, accommodations will be made to have the work completed by an outside agency. No outside repairs will be made without first obtaining approval from the Passaic County Fire Academy.

ARTICLE III:

TERM AND TERMINATION OF CONTRACT

- A. This Agreement shall be effective for a period of one year commencing on July 22, 2021 and terminating December 31, 2022;
- B. This Agreement shall automatically renew for a consecutive period of one year, unless terminated by either of the Parties by providing written notice at least thirty (30) days prior to the end of the yearly term; and
- C. This agreement can be terminated at any time by either party by giving written notice of termination ninety (90) days in advance of the expected date of termination.

ARTICLE IV:

INSURANCE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

- A. The Passaic County Community College represents and warrants that at all times during the term of this Agreement, including subsequent extensions, the Passaic County Community College shall maintain and keep in full force and effect, without expense to the Borough of Paramus and naming the Borough of Paramus as an additional insured, insurance coverage issued by an insurance company licensed to do business and to issue such insurance policies in the State of New Jersey with sufficient limits to protect the Borough of Paramus, its employees, and

agents with respect to any claims for bodily injury, emotional distress, or property damage resulting from conduct aimed to facilitate the terms of this Agreement; and

- B. To the fullest extent permitted by law, the Passaic County Community College shall release, indemnify and hold harmless the Borough Paramus, its employees, agents, and affiliates, from any and all obligations, liabilities, judgments, claims and demands which may arise out of its obligations under this Agreement. Nothing contained herein shall relieve the Parties from liability for willful acts of wrong doing committed by its employees, agents, or affiliates.

ARTICLE V:

GOVERNING LAW

- A. This Agreement shall be construed in accordance with the laws of the State of New Jersey;
- B. In the event of a controversy or dispute between the Parties, the dispute will first be presented to the Parties respective Governing Body to engage in a good faith attempt to resolve all issues;
- C. The Parties agree that in the event of legal action by either party, same shall be by Court proceedings and the Parties hereby waive arbitration as a forum for resolution of any dispute;
- D. In the event of any dispute concerning the construction or interpretation of this Agreement, this Agreement shall be construed neutrally without regard to events of authorship or negotiation, each party having been given the opportunity to be represented by independent legal counsel of its own choosing; and
- E. In the event that any court of competent jurisdiction shall declare any section of this agreement invalid for any reason, or if the laws of the State of New Jersey relied upon to enter this agreement or amend it to forbid such agreements, all other sections of the agreement shall remain in full force and effect.

ARTICLE VI:

MISCELLANEOUS

- A. Entire Agreement: This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or undertakings, inducements, or conditions, express or implied, oral

or written between the Parties hereto This agreement contains the complete understanding between the parties and no other promises or agreements shall be binding unless signed by the parties. In signing this Agreement, the parties are not relying on any fact, statement or assumption not set forth in this agreement. By signing below, the authorized representatives for the Borough of Paramus and the Passaic County Community College indicate that they have carefully read and understand the terms of this agreement, enter into this agreement knowingly, voluntarily and of their own free will, understand its terms and significance and intend to abide by its provisions without exception.

- B. This Agreement shall not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought;
- C. The Parties to this Agreement shall not assign or transfer any of its rights or obligations under this Agreement without the other Parties' prior written consent;
- D. It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the Parties of any right which is not explicitly waived in this Agreement. No failure or delay on the part of any Party in exercising any right, power, or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights, power, or remedies existing at law, in equity or otherwise.
- E. Force Majeure: In the event either Party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that Party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.
- F. Whenever, pursuant to the terms of this agreement, written notice is required or permitted to be given by one party to the other party, such notice shall be deemed to have been sufficiently given if personally delivered to the appropriate parties listed below or if mailed, by way of certified or registered mail, return receipt requested, and addressed to the party to whom notice is to be given, as set forth below:

Paramus: Administrator, Borough of Paramus
One Jockish Square
Paramus, New Jersey 07652

Passaic County Fire Academy: Chris Mandeville, Passaic County Fire Academy
300 Oldham Road Wayne,
New Jersey 07470

IN WITNESS WHEREOF, the Borough of Paramus and the Passaic County Community College have caused this agreement to be executed by their duly authorized representatives as of the day and year first written above.

WITNESS/ATTEST

BOROUGH OF PARAMUS

Date: _____
Annemarie Krusznis, RMC
Borough Clerk

Date: _____
Richard A. LaBarbiera
Mayor

**WITNESS/ATTEST
COLLEGE**

PASSAIC COUNTY COMMUNITY

Date: _____
Print: Michael A. Cerone, Jr, Counsel

Date: _____
Print: Steven M. Rose, President

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and executed on this _____ day of _____, 2021, by and between PASSAIC COUNTY COMMUNITY COLLEGE, with its principal offices at One College Boulevard, Paterson, New Jersey 07505 (hereinafter "PCCC"); PASSAIC COUNTY COMMUNITY COLLEGE FOUNDATION, with its principal offices located at One College Boulevard, Paterson, New Jersey 07505 (hereinafter "PCCCF) and the CITY OF PATERSON, a municipality within the County of Passaic, State of New Jersey, with offices at 155 Market Street, Paterson, New Jersey 07505-1414 (hereinafter "the City"). Collectively, PCCC, PCCCF and the City shall be "the Parties".

WHEREAS, the City is an incorporated municipality under the Laws of the State of New Jersey; and

WHEREAS, PCCC is an accredited, co-educational, two-year, public, community college formed pursuant to N.J.S.A. 18A:64A-1 et seq. located in Paterson, New Jersey; and

WHEREAS, PCCCF is a nonprofit corporation formed pursuant to the New Jersey Nonprofit Corporation Act and has qualified for Section 501 (c)(3) status under the United States Internal Revenue Code; and

WHEREAS, PCCCF supports the work of PCCC by raising funds to assist PCCC in providing high-quality, flexible, educational and cultural programs that meet the needs of the Passaic County residents.

WHEREAS, PCCC, PCCCF and the City maintain a commitment to improving the quality of life for the residents of the City through implementing best practices for the operation of good government, specifically in the areas of policy-related strategic initiatives; and

WHEREAS, in an effort for the parties to further their common goals, PCCCF applied to the Henry and Marilyn Taub Foundation (HMTF) to be a recipient of a grant (the "Grant"), which is to fund the employment of a Director of Policy and Planning; and

WHEREAS, to save time, PCCC, PCCF and the City want to be in position to complete the hire of a Director of Policy and Planning upon approval of the Grant by HMTF.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, and the facts recited above and the terms, conditions and restrictions contained herein, the Parties mutually covenant and agree as follows:

- 1. AGREEMENT OF GRANT CONDITIONS.** The Parties agree to the terms of the Grant Application which Grant Application is attached hereto as Exhibit A and is incorporated by reference.

MEMORANDUM OF UNDERSTANDING

2. EMPLOYMENT.

- A) In accordance with the terms of the Grant, PCCC agrees to hire and loan the services of a Director of Policy and Planning (the "Director") to perform the work required by the Grant (the "Work") for and on behalf of the City, and the City agrees to accept and utilize the services of the Director, as provided by this Agreement.
- B) Subject to receipt of the necessary funds from PCCCF, PCCC shall be responsible for paying the salary to the Director and providing the following employee benefits in accord with PCCC's policies for grant funded employees – dental insurance, health insurance, vacation leave, sick leave and personal leave. In lieu of PCCC holidays, the Director shall be provided the same holidays as provided by the City.
- C) When working for the City, the Director shall be under the supervision and direction of the City and its management and supervisory employees. The City shall determine the precise tasks, services and assignments that the Director will perform pursuant to this Agreement.
- D) The Director will be hired utilizing PCCC's search committee process. The search committee shall be composed of a representative from PCCC and three representatives from the City. The PCCC representative shall chair the search committee.
- E) The Director shall work a full-time 35 hour work week for the City pursuant to a schedule determined by the City.
- F) The City shall be responsible for providing the Director with office space, support services, materials, supplies and equipment appropriate to perform the Work. The Director will carry City of Paterson business cards with their City title, which will also describe them as being on loan from PCCC. All correspondence, other documents, e-mail and other communications made by Director in connection with the Work under this Agreement shall be the property of the City and subject to its document retention, management and other applicable policies and regulations.
- G) If the Director undertakes any business-related travel or incur other business-related expenses in connection with the Work for the City, then the City shall be responsible for payment or reimbursement of the Director's business-related expenses in accordance with the City's expense reimbursement policy and procedures.
- H) The annual cost of salary and benefits of the Director shall not exceed the limits set forth in the Grant. The City may request that PCCC hire intern(s) to assist the City provided that the annual cost of the salary and employer payroll contributions for said intern(s), when combined with the annual cost of salary and benefits of the Director and PCCC expenses does not exceed the amount of the Grant award. Any interns hired for the Project shall be part-time and shall not work more than 29 hours per week.
- I) The Director will be a full-time grant funded employee of PCCC, interns, if any, will be part-time grant funded employees of PCCC and said positions are dependent upon

MEMORANDUM OF UNDERSTANDING

continued grant funding. The Director and the interns will be on PCCC's payroll, will be subject to PCCC's general personnel administration, and will receive compensation and benefits solely from PCCC. PCCC shall be responsible for payment of all Employee salary and related benefits, pension, insurance, taxes and withholdings required under PCCC's personnel rules, policies and applicable federal and state law. PCCC shall be responsible for keeping and maintaining the personnel file, payroll and other records of Employee.

- J) The City will provide PCCC's President and PCCC's Office of Human Resources with quarterly performance reviews of the individuals hired, which will also include a recommendation by the City as to whether their employment pursuant to the Grant should continue.
- K) In the event the Director or interns qualify for and receive unemployment benefits, the City shall reimburse PCCC the cost of such unemployment benefits which PCCC reimburses the State of New Jersey.
- L) PCCC is not a civil service employer. As such, the Director will not have any civil service protection.

3. PAYMENT.

a. PCCCF shall notify HMTF once the Director is hired and report to HMTF the cost of the Director's salary and benefits. PCCCF shall receive from HMTF in advance the cost of the salary and benefits for the Director. PCCCF shall notify HMTF of any changes to the salary and benefit rates of the Director. PCCCF shall immediately forward payments received from HMTF to PCCC.

b. PCCCF shall invoice HMTF for the salary costs of intern(s) hired for the Project. PCCCF shall forward payments received for intern salaries to PCCC upon receipt.

4. TERM OF AGREEMENT. This Agreement shall commence upon the later of the execution of this Agreement by all parties or the Grant Award by HMTF and shall terminate June 30, 2022, unless earlier terminated by a Party in accordance with the terms of the Grant or this Agreement.

5. INDEMNIFICATION.

a. PCCC shall indemnify, defend, protect and hold harmless the City, its officers, employees, volunteers and agents, from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of a breach of the PCCC's obligations under this Agreement, except where caused by the sole negligence or willful misconduct of the City or as otherwise provided or limited by law.

MEMORANDUM OF UNDERSTANDING

b. The City shall indemnify, defend, protect and hold harmless PCCC its officers, employees, volunteers and agents, from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of (i) a breach of the City's obligations under this Agreement or (ii) an act or omission of the Director and/or interns in performing Work for the City under this Agreement, except (i) where caused by the sole negligence or willful misconduct of PCCC or (ii) as otherwise provided or limited by law.

c. The parties' obligations under these indemnification provisions shall survive the termination of this Agreement.

6. INSURANCE.

a. Workers' Compensation Insurance. PCCC, at its sole cost and expense, shall procure and maintain for the duration of this Agreement workers' compensation insurance or self-insurance covering Employee, in accordance with the requirements of New Jersey law.

b. Other Insurance. The City and PCCC, at their sole cost and expense, shall procure and maintain for the duration of this Agreement Commercial General Liability Insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate and Automobile Liability Insurance in the minimum amount of \$1,000,000 per accident.

c. Proof of Insurance. Upon request, a party may request, and the other party shall provide a certificate or certificates of insurance evidencing the insurance required by this section.

7. NOT A PARTNERSHIP. This Agreement is not intended to create, and shall not be construed as creating, a legal form of partnership between the Parties to the Agreement.

8. NO WAIVER OF RIGHTS. Any waiver at any time by any of the Parties of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default.

9. NOTICES. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email with confirmation of transmission if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a Notice given in accordance with this paragraph:

To the City:
Municipal Clerk
Email:

MEMORANDUM OF UNDERSTANDING

Paterson City Hall
155 Market Street
Paterson, NJ 07505-1414

With a copy to:
Corporation Counsel
Email:
Paterson City Hall
155 Market Street
Paterson, NJ 07505-1414

To Passaic County Community College:
Office of the President
Email: grose@pccc.edu
One College Boulevard
Paterson, New Jersey 07505

With a copy to:
General Counsel
Email: mcerone@pccc.edu
One College Boulevard
Paterson, New Jersey 07505

To Passaic County Community College Foundation:
One College Boulevard
Paterson, New Jersey 07505

10. ASSIGNMENT. Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party.

11. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns

12. ENTIRE AGREEMENT. This writing represents the sole, final, complete, exclusive and integrated expression and statement of the terms of the Agreement among the Parties. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

13. AUTHORITY. By the signatures below, the Parties execute this Agreement and confirm that they are mutually bound by and fully authorized and empowered to enter into and bind their organization by all provisions contained herein.

(The rest of this page is intentionally left blank.)

MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the Parties to this Agreement have subscribed their names hereto on the day and year above first written.

**PASSAIC COUNTY COMMUNITY
COLLEGE**

CITY OF PATERSON

DENNIS MARCO, CHAIRMAN

MAYOR ANDRE SAYEGH

DATED: _____

DATED: _____

ATTESTED BY:

ATTESTED TO AND RECORDED BY:

STEVEN M. ROSE, SECRETARY

SONIA GORDON, CITY CLERK

DATED: _____

DATED: _____

**PASSAIC COUNTY COMMUNITY
COLLEGE FOUNDATION**

**APPROVED AS TO FORM AND
LEGALITY:**

DATED: _____

AYMEN ABOUSHI, ESQ.

DATED: _____

ATTESTED BY:

DATED: _____

PASSAIC COUNTY COMMUNITY COLLEGE
ADJOURNMENT

Offered by TANIS Seconded by ESQUICHE

BOARD OF TRUSTEES	YES	NO
Drakeford	X	
Esquiche	X	
Glovin	X	
Montanez-Diodonet	X	
Moody	X	
Nutter	Absent	
Pou	X	
Smith	X	
Trivedi	X	
Tanis	X	
Marco	X	

DATED: OCTOBER 19, 2021