

# New Jersey City University Board of Trustees Public Session Agenda Gothic Lounge, Hepburn Hall, Room 202

# December 9, 2024 5:00 PM

## **AGENDA**

- I. Public Session Call to Order
- II. Roll Call
- III. Approval of Prior Meeting Minutes (9/23/2024)
- IV. Chair's Report (L. Visconti)
  - a. Finance and Audit Committee Report (N. Brathwaite)
  - b. Real Estate, Infrastructure, and Capital Committee Report (R. Salermo)
  - c. Academic Affairs and Student Success Committee Report (J. Davis Toth)
- V. State Monitor's Update (H. Amoroso)
- VI. President's Report (A. Acebo)
- VII. Public Comment
- VIII. Consent Agenda
  - a. Personnel Actions
  - b. Board Bid Waivers
  - c. 2025 Commencement Venue Contract Authorization
  - d. Authorization for Real Estate Monetization Plan Action (Block 7 LOI)
  - e. (Reserved)
  - IX. Old Business
  - X. New Business
  - XI. Next Scheduled Public Meeting February 24, 2025
- XII. Adjournment



New Jersey City University Board of Trustees 2039 Kennedy Boulevard Jersey City, NJ 07305-1597 njcu.edu

## **SPECIAL NOTICE**

Individuals that wish to address the New Jersey City University Board of Trustees must submit a request to speak form accessible from the following university webpage in accordance with Board Policy:

# $\underline{Https://www.njcu.edu/about/administration-governance/board-trustees/speaker-request-form}$

A copy of the terms for addressing New Jersey City University's Board of Trustees may be obtained at the following link: <a href="https://www.njcu.edu/about/administration-governance/board-trustees/terms-addressing-new-jersey-city-universitys-board-trustees/">https://www.njcu.edu/about/administration-governance/board-trustees/terms-addressing-new-jersey-city-universitys-board-trustees/</a>

## **DRAFT FOR APPROVAL**

## **New Jersey City University**

#### **Board of Trustees**

## September 23, 2024

**ATTENDING**: Mr. Luke Visconti (via Zoom)

Ms. Natalie Brathwaite (In Person)

Mr. Carlos Lejnieks (In Person)

Ms. Jenny Davis Toth (via Zoom)

Ms. Irene Trowell-Harris (via Zoom)

Dr. Edward Whittaker (via Zoom)

Mr. Andrés Acebo, Interim President, Ex Officio (In Person)

Helen Dao, Alumni Representative, Ex- Officio (via Zoom)

Dr. Venessa Garcia, Faculty Representative, Ex- Officio (In Person)

Mr. Peter Hernandez, Foundation Representative, Ex Officio (via Zoom)

Ms. Branda Logan, Student Trustee, non-voting (In Person)

Mr. Henry Amoroso, State Monitor, non-voting (In Person)

Mr. Joe Baumann, Outside Counsel, non-voting (In Person)

ABSENT: Mr. Edward Fowlkes

Mr. David Valica, Student Trustee, Voting

Mr. Ralph Salermo, Vice Chair

The meeting was called to order at 4:43 p.m. in Hepburn Hall, Gothic Lounge, Room 202, by Mr. Visconti.

## **ROLL CALL**

The roll call was taken by Ms. Lee, Board Secretary. Mr. Acebo noted that there was a quorum. Trustees Edward Fowlkes, Ralph Salermo and Student Trustee (Voting) Valica were not in attendance.

## NOTICE OF MEETING

Mr. Acebo noted that the time, date, location, and agenda for this meeting were mailed to the appropriate outlets. Notice of this meeting was also posted on the University's e-mail system and website.

## **MINUTES**

Mr. Acebo noted that revisions were made on the previous Meeting minutes from June 24, 2024, and the July 15, 2024, BOT Public Sessions. Mr. Visconti made a motion on behalf of the Executive Committee to approve the minutes. The motion was seconded by Mr. Lejnieks. The motion was passed with three abstentions (Folks, Salermo, and Valica).

## **CHAIR'S REPORT**

Mr. Visconti thanked the State Monitor Mr. Amoroso for his work this past year on behalf of the full Board of Trustees and the University for the strategic initiative implemented for the Institution. He further added the positive results being executed, however more will continue to be needed and will support the State Monitor's report however is necessary for success. Visconti then yielded the floor back to the State Monitor for his update.

## STATE MONITOR'S UPDATE

Mr. Amoroso thanked the full Board of Trustees for the collaborative work this past year, and the opportunity to continue working together to ensure the success in meeting the goals laid out in the previously published report. Amoroso noted great strides have been taken, including the open dialogue between Board members, staff, and the Community, yet more work still needs to be done. He commended Interim President Acebo for his work and yielded the floor back to Acebo.

## **INTERIM PRESIDENT'S REPORT**

Interim President Acebo gave an oral report on recent updates at the university, which were included in the board book. He yielded the floor to the following for their presentations, which the materials were included in the board book and posted on the NJCU website, to the room: Dr. Rachél Fester, VP, "Institutional effectiveness on Institutional KPIs and Dashboard;" from Dr. Donna Breault, Interim Provost, and Senior VP for Academic Affairs, "Enrollment Update;" and from Ms. Erin McCann, VP for Student Development and Community Engagement, "Student Development and Community Engagement Strategic Plan Update." Acebo concluded his report stating as NJCU approaches its Centennial, the time is even more urgent for all involved with the Institution to ensure that the next generation of incoming students receive the best quality

education and experiences their predecessors received. Acebo highlighted examples of the progress made exhibiting the positive relationships between NJCU and the community that is building a bridge for the future of NJCU for the 21<sup>st</sup> century. The floor was opened for Public Comment.

## **PUBLIC COMMENT**

Mr. Visconti asked Ms. Lee if there were any public comments. Ms. Lee called up Dr. Willian Calathes, acknowledging his time limit of three minutes.

Dr. Calathes read his prepared statement as the Union Representative for NJCU and shared his experience as a member of AFT Local 1839. He commended Mr. Acebo for his stabilization efforts at the University, and thanked the State Monitor, the Board of Trustees, and the NJCU staff and Faculty for their hard work and valued the way the information was articulated and presented. As the Labor Representative for NJCU, he voiced the grievances from his constituents regarding the budget for the fiscal year. Mr. Calathes offered to have the union collaborate with the Board of Trustees, based on the impressive work already completed through the State Monitor's guidance, and work together to ensure all voices are heard, thus fostering a positive relationship and unite to continue to build a stronger Institution.

Mr. Visconti thanked Mr. Calathes.

There were no more questions, and the Board Secretary yielded the floor back to Interim President Acebo.

## REAL ESTATE, INFRASTRUCTURE, and CAPITAL COMMITTEE REPORT

Interim President Acebo provided the report for the Real Estate, Infrastructure, and Capital Committee on behalf of Committee Chair Board of Trustees Vice-Chair Salermo's absenteeism. Mr. Acebo provided examples of progression of upgrades to the University campus including the refurbished dorms, parking facilities, and the elimination of the Chiller boiler, thus providing overall savings to the operating budget.

## FINANCE and AUDIT COMMITTEE REPORT

Mr. Brian Kirkpatrick, Vice President, Administration and Finance, presented the FY25 Budget Amendments as included in the board book and on the NJCU website for informational purposes only. Mr. Kirkpatrick described the process of adjusting the budget and why the numbers will continue to be adjusted each semester if required, based upon spring enrollment. Mr. Amoroso commented that he was satisfied with the budget.

## **CONSENT AGENDA RESOLUTIONS**

Mr. Visconti called a motion to pull the bid waivers and address at a later date. Ms. Brathwaite seconded the motion and was passed with three abstentions (Fowlkes, Salermo, Falica).

## **NEXT MEETING**

The next Board meeting will be held on December 9, 2024. Mr. Visconti a motion for the board to move into executive session prior to the public session to discuss confidential personnel matters and contractual matters. The minutes of the executive session will become available to the public when there is no longer a need for confidentiality regarding these matters and was seconded by Ms. Brathwaite. The motion passed with three abstentions (Fowlkes, Salermo, Valica).

## **ADJOURNMENT**

There being no further business to come before the Board, Mr. Acebo requested a motion to adjourn the meeting. The motion was moved by Mr. Visconti and seconded by Mr. Lejnieks. The motion passed with three abstentions (Fowlkes, Salermo, Valica). The meeting was adjourned at 5:59 p.m.

Respectfully submitted,

Roberta Lee

**Board of Trustees Secretary** 

## **Memorandum**

To: New Jersey City University Board of Trustees

From: Andrés Acebo, Interim President Cc: Millie Peralta, Chief of Staff

Roberta Lee, Board Secretary

Monica de los Rios, Esq., University Counsel Joseph P. Baumann, Jr., Esq., Special Counsel

Henry J. Amoroso, State Monitor

Date: December 4, 2024

Subject: Executive Summary of Consent Agenda Items for December 9, 2024 Board Meeting

Please find below a summary of the items for the consent agenda of our upcoming Board meeting on December 9, 2024. These items require your review and approval.

## 1. Personnel Actions

The personnel actions proposed include various appointments across different staff categories:

- Managerial Staff Regular Appointments
- Managerial Temporary Appointments
- Professional Staff Regular Appointments
- Professional Staff Temporary Appointments
- Professional Staff Temporary to Permanent Appointments
- New Hires (both Managerial and Professional Staff)

It is important to note that:

- All non-grant funded appointments are specifically budgeted for at the median salary benchmark.
- Every position is reviewed by management and submitted to the State Monitor for review and justification prior to posting or filling, with particular emphasis on all new positions.
- The appointments span various departments and roles within the university, ensuring proper staffing across different areas of operation.
- Some appointments are grant-funded, while others are regular university positions.

These personnel actions demonstrate the university's commitment to maintaining appropriate staffing levels and expertise across various departments while adhering to budgetary constraints and oversight procedures.

# 2. Bid Waiver for Legal Services

A resolution is proposed to authorize a bid waiver for legal services provided by Mullen Coughlin LLC, which was retained as special data security counsel. The waiver is necessary as the legal bills have exceeded \$110,900. The resolution requests approval for the contract not to exceed \$175,000.

## 3. 2025 Commencement Ceremony Venue

We are seeking approval for an Event License Agreement with Devils Arena Entertainment LLC to host our 2025 Commencement Ceremony at the Prudential Center in Newark, NJ, on May 28, 2025. This venue was selected after a comprehensive evaluation of multiple options and prior positive experience with the location and attendant services.

## 4. Block 7 Monetization Plan Effectuation

A resolution is proposed to authorize the effectuation of a Letter of Intent (LOI) for the monetization of Block 7 on the NJCU West Side Campus. The key points include:

- Proposed sale to Honeywell International Inc. or an affiliate
- Purchase price of \$5,200,000
- 98-year leaseback to NJCU for nominal consideration
- Environmental obligations to be assumed by respective parties

The resolution seeks approval for the President or designee to execute the LOI and negotiate a definitive Purchase and Sale Agreement.

Please review these items carefully. We will discuss and vote on them during our upcoming Board meeting. If you have any questions or concerns, please don't hesitate to contact me before the meeting.



## Board of Trustees Public Session

## **PERSONNEL ACTIONS**

# **Managerial Staff Regular Appointments**

1. Vivianne Jimenez, Director of University Advisement

University Advisement Salary: \$100,000.00

Effective: 10/7/2024 – Regular Appointment

1. Amanda McGee - Confidential Assistant to the Provost

VP Academic Affairs Salary: \$103,000.00

Effective: 12/2/2024 – Regular Appointment

3. Aylen Wargniez, Manager, Environmental Health & Safety

Environmental Health & Safety

Salary: \$116,031.08

Effective: 10/18/2024- Regular Appointment

# **Managerial Temporary Appointments**

1. Matthew Sutton, Acting Director, OSP/EOF

Opportunity Scholarship Program

Salary: \$102,536.98 Effective: 10/18/2024

# **Professional Staff Regular Appointments**

1. Emily Alequin – Program Specialist for Accreditation- PSS2

Dean of Professional Studies

Salary: \$71,400.86

Effective: 10/21/2024 – Regular Appointment

## **Professional Staff Temporary Appointment**

1. Kristina Harb, Acting Associate Director,

**Learning Commons & Tutoring** 

Salary: \$86,364.49 Effective: 11/4/2024



## Board of Trustees Public Session

# **Professional Staff Temporary to Permanent Appointment**

1. Charles Diggs, Job Developer/Transition Coach - PSS4 Youth Corp

Salary: \$66,591.74

Effective: 11/4/2024 – Regular Appointment, Grant Funded-Final candidate through search

## **New Hires**

# **Managerial Appointments**

1. Mark Sullivan, Assistant Vice President Operations & Strategic Initiatives

Salary: \$140,000.00 Effective: 1/2/2025

# **Professional Staff Regular Appointments**

1. Anne Kathryn Gonzales, Social Media & Content Creator- PSS4

Admissions

Salary: \$63,928.89 - Grant funded

Effective: 10/21/2024

2. Inisha Lewis, Crew Leader/ Vocational & GED Instructor Office of Grants and Sponsored Programs/ Youth Corp

Salary: \$63,928.89

Effective: 12/16/2024 – Grant Funded, Regular Appointment

3. Daniel Mervil, OSP/EOF Counselor -PSS4

Opportunity Scholarship Program

Salary: \$66,591.74

Effective: 11/04/2024 – Grant Funded, Regular Appointment

4. Denys Sanchez, OSP/EOF Counselor – PSS4

Opportunity Scholarship Program

Salary: \$69,254.60

Effective: 11/04/2024 – Grant Funded, Regular Appointment

5. Emily Sierra, Assistant Director/Certification Administrator -PSS2

Center For Teacher Preparation & Partnerships

Salary: \$80,954.75 Effective: 12/2/2024



# **Board of Trustees Public Session**

# **Professional Staff Temporary Appointment**

1. Keyon Kennedy, Student Financial Services Coordinator for Outreach- PSS3

Financial Aid

Salary: \$ 64,760.85 Effective: 10/7/2024

2. Tom Krychkowski, Director of Athletic Communication, Digital & Creative Services- PSS1

Athletics

Salary: \$95,061.72 Effective: 09/30/2024

## Note:

1. As of the last Board meeting held on September 23, 2024

# NEW JERSEY CITY UNIVERSITY BOARD OF TRUSTEES RESOLUTION December 9, 2024

## **AUTHORIZING A BID WAIVER FOR LEGAL SERVICES**

- WHEREAS: Pursuant to the New Jersey State Contracts Law, N.J.S.A. 18A:64-52 et seq. ("Statute"), New Jersey City University ("NJCU" or "University") must advertise for bids on all contracts for goods and services which exceed \$110,900, except under circumstances specified in the Statute where bids may be waived; and
- **WHEREAS:** Pursuant to N.J.S.A. 18A:64-56a(1), a contract or agreement may be made, negotiated or awarded by resolution at a public meeting of NJCU's Board of Trustees ("Board") without public advertising if the contract or agreement involves Professional services, such as attorney services; and
- WHEREAS: The subject matter of this waiver consists of: 1. the performance of special counsel legal services by the law firm Mullen Coughlin LLC, located at 426 W Lancaster Avenue, Suite 200, Deven, Pennsylvania 19333; and
- **WHEREAS:** The full scope of the legal counsel services required was initially undetermined when Mullen Coughlin's services were retained; and
- **WHEREAS:** The University is now requesting the Board's approval of a bid waiver for:
  - 1. the continued work by Mullen Coughlin LLC, as legal bills have exceeded \$110,900; and

**NOW THEREFORE, BE IT RESOLVED:** That the Board of Trustees of New Jersey City University, on this 9<sup>th</sup> day of December 2024, does hereby authorize that the contract executed by NJCU and Mullen Coughlin LLC not exceed the amount of \$175,000 (one hundred and seventy five thousand dollars).

# NEW JERSEY CITY UNIVERSITY BOARD OF TRUSTEES RESOLUTION

## **AUTHORIZING EVENT LICENSE AGREEMENT FOR THE 2025 COMMENCEMENT**

**WHEREAS**, the New Jersey City University (NJCU) Board of Trustees recognizes the importance of hosting the 2025 Commencement Ceremony in a venue that provides an exceptional experience for graduates, families, and the University community; and

**WHEREAS**, the University conducted a comprehensive exploration of multiple venue options for the 2025 Commencement Ceremony, considering factors such as capacity, accessibility, amenities, and overall alignment with the University's needs and objectives; and

WHEREAS, after thorough evaluation, Prudential Center, Newark, New Jersey, was determined to be the optimal venue for this purpose, offering a premier location and the necessary facilities to ensure a successful and memorable event; and

**WHEREAS**, NJCU has negotiated an Event License Agreement (the "Agreement") with Devils Arena Entertainment LLC, the operator of the Prudential Center, for this event to be held on May 28, 2025; and

**WHEREAS**, the Agreement outlines terms and conditions, including a base license fee, additional costs, and necessary commitments to secure and manage the venue, all of which are in alignment with University priorities and fiscal responsibility; and

**WHEREAS**, the Board of Trustees acknowledges the need to authorize the President or their designee to execute this Agreement and any ancillary documents necessary to finalize and effectuate the terms:

# NOW, THEREFORE, BE IT RESOLVED:

- 1. The NJCU Board of Trustees approves the Event License Agreement with Devils Arena Entertainment LLC for the 2025 Commencement Ceremony at Prudential Center on May 28, 2025, as presented.
- 2. The Board acknowledges the University's diligent process in evaluating multiple venue options and determining Prudential Center as the optimal choice to meet the needs of the University and its community.
- 3. The President, or their designee, is authorized to execute the Event License Agreement and any and all necessary agreements, documents, or amendments to effectuate the terms and conditions of the Agreement, subject to legal and administrative review.
- 4. The President, or their designee, shall report to the Board on the execution and implementation of the Agreement as appropriate.

## APPROVED AND ADOPTED:

This 9th day of December 2024.



## **EVENT LICENSE AGREEMENT**

**THIS EVENT LICENSE AGREEMENT** (this "License Agreement") is entered into effective as of November 7, 2024 by and between **Devils Arena Entertainment LLC** ("Licensor") and **New Jersey City University** ("Licensee")

#### **DATA SHEET**

- 1. The Event or Production: New Jersey City University Graduation 2025
- 2. Date and Time: Wednesday, May 28, 2025 @ 9:00 AM 12:00 PM. Event must end by 12:00PM.
- **3.** Base License Fee (Includes Expenses per Addendum A, Part 1) \$85,000 due upon contract signing. \$7,500 credit to be applied at settlement. Additional Event Expenses will be due no later than 30 days after The Event.

Licensee Expenses: See Addendum A, Part 2.

- 4. **Event Merchandise Revenue Split:** Should Licensee decide to sell merchandise, Licensee agrees to a flat buyout fee to Licensor in the amount of \$500. Licensee is responsible for all sales transaction and staffing of merchandise locations.
- 5. Move In Time: To Be Determined by Licensee and Licensor's event managers\*
- 6. Move Out Time: Immediately following the conclusion of the Event.\*
- 7. **Allocated Performance Time:** Four (4) hours per day, inclusive of one hour of door time for patron ingress. If a Performance of the Event exceeds the Allocated Performance Time of five (4) hours, Licensee will incur an additional \$10,000 per hour increase to the Base License Fee.
- 8. **Complimentary Parking Spaces for Licensee:** 20 pending availability. Any parking used by Licensee in the Prudential Center VIP parking deck will be a Licensee Expense.
- 9. Additional: See Addendum A, Part 3
- 10. Public Health Emergency. Without limiting the applicability of Section 45 below, entitled "Force Majeure", and for the avoidance of doubt, the parties acknowledge that if, as a result of the COVID-19 pandemic, any similar communicable disease epidemic or any other public health or safety issue

(a "Public Health Emergency"), Licensor shall reasonably determine that it is inadvisable, impractical or unsafe for the health or welfare of members of the general public to hold the Event on the scheduled date(s), then the Event shall not be held on such scheduled date and the parties shall use commercially reasonable efforts to cooperatively find a new date to hold a rescheduled Event. In such an instance, no party shall be liable to the other party for damages or compensation arising from any resultant postponement or cancellation, but Licensee agrees pay to Licensor any and all reasonable Licensee Expenses provided for in this Agreement which have been incurred up to the time of such postponement or cancellation. The parties acknowledge and agree that any recommendation, guidance or order of any governmental authority regarding a Public Health Emergency (such as, for illustrative purposes only, the current executive orders issued by the Governor of New Jersey and the Mayor of Newark regarding mass gatherings and the operation of entertainment venues) may be one of the factors considered in the determination set forth above. In the event of any conflict between Section 45 and this Paragraph 12, the provisions of this Paragraph 12 shall control.

13. **Notices.** All notices issued pursuant to this License Agreement shall be in writing in accordance with Section 54 and shall be directed to the following representatives of the parties:

If to Licensor:

Prudential Center 25 Lafayette St. Newark, New Jersey Attn: Dylan Wanagiel

Email: dwanagiel@prucenter.com

with a copy to:

Devils Arena Entertainment LLC

25 Lafayette Street Newark, NJ 07102

Attention: Christine Steinberg Email: csteinberg@hbse.com

If to Licensee: New Jersey City University

2039 Kennedy Boulevard Jersey City, NJ 07102

Attention: Email:

## 14. NHL Playoffs – Alternate Event Date – Reserved Rights of Licensor.

(a) Licensee acknowledges that, if a New Jersey Devils ("Team") home NHL playoff game is scheduled by the NHL (or is requested or required by the NHL to be scheduled) to be played at the Facility on the Event Date, then,

notwithstanding anything to the contrary herein, Licensor shall have the right to notify Licensee of such fact and the Event will be rescheduled to the Alternate Event Date stated in Item 2 above (an "Event Date Rescheduling"). Upon an Event Date Rescheduling, the parties shall cooperate in informing the public of the rescheduling of the Event to the Alternate Event Date. Licensor shall have no liability or responsibility, to Licensee or to any third part, for any costs, expenses, damages or losses relating to, arising out of or in connection with any Event Date Rescheduling (or the contemplation of an Event Date Rescheduling).

(b) Licensee further acknowledges and agrees that, regardless of whether an Event Date Rescheduling actually occurs, if the Team participates in the NHL playoffs, then in connection therewith, Licensor shall have the right to (i) require changes in the Event production elements, logistics and time schedules (including, but not limited to, ingress and egress plans, Event start and end times and Move-In and Move-Out times); (ii) restrict Licensee's use of certain areas of Prudential Center and (iii) impose other conditions on Licensee's use of the Facility, in each case, as may be reasonably necessary to accommodate the Team's participation in the NHL playoffs or to comply with applicable NHL rules and regulations; provided that, in this regard, Licensor shall use commercially reasonable efforts to limit any material interference with the conduct of the Event.]

## **EVENT LICENSE AGREEMENT**

#### RECITALS

A. Licensee is the owner, and operator of the production described in Item 1 of the Data Sheet (the "Production").

- B. Licensor is the operator of that certain multi-use indoor arena located at 25 Lafayette Street in Newark, New Jersey and commonly known as "PRUDENTIAL Center" ("PRUDENTIAL Center").
- C. Licensee has determined that PRUDENTIAL Center is suitable for presentation of the Production and any applicable activities related thereto and Licensee desires to present the Production at PRUDENTIAL Center.

#### **AGREEMENT**

In consideration of the mutual covenants and agreements contained herein, Licensee and Licensor agree as follows:

## 1. <u>LICENSE OF FACILITIES</u>

Licensor hereby licenses to Licensee (the "License") use of those portions of PRUDENTIAL Center which Licensor deems necessary for the proper presentation of the Production (the "PRUDENTIAL Center Facilities"), and Licensee hereby agrees to present the Production at the PRUDENTIAL Center Facilities on the date(s) and at the time(s) set forth in Item 2 of the Data Sheet (together with all related activities in furtherance of the Production, the "Event").

## 2. TICKETS

This is a private event. There will be no ticket sales. Tickets will be distributed by Licensee to control access and capacity of attendees.

#### 3. LICENSE FEE

The Base License Fee to be paid by Licensee to Licensor for the License shall be as set forth in Item 3 of the Data Sheet.

#### 4. EVENT EXPENSES

(a) The Base Licensee Fee set forth in Item 3 of the Data Sheet includes certain expenses related to equipment and services as are determined by Licensor and described in Part 1 of Addendum A (the "Licensor Expenses"). The Base License Fee is not inclusive of any other costs and expenses of the Event including those described in Part 2 of Addendum A (the "Licensee Expenses"). In addition to the Base License Fee, Licensee shall also be responsible for paying for all Licensee Expenses. Licensor Expenses and Licensee Expenses shall hereinafter be collectively referred to as "Event Expenses". Event Expenses shall be paid in

accordance with the provisions of Section 39 below.

- (b) Notwithstanding anything to the contrary above, Event Expenses shall not include (a) staffing costs associated with the sale of food and beverage concessions, parking or merchandise (which staffing costs shall be the responsibility of Licensor or its designated concessionaires or subcontractors), or (b) any other costs which are the responsibility of Licensor as explicitly set forth elsewhere in this License Agreement.
- (b) Prior to execution, Licensor shall provide Licensee with a written estimate of the Licensee Expenses described in Addendum A-1 (Estimated Licensee Expenses). Estimated Licensee Expenses shall be payable upon execution of this License Agreement via wire transfer in accordance with Licensor's instructions.
- (c) Any additional Licensee Expenses shall be payable to Licensor within 15 days of receipt of invoice.

## 5. CONCESSIONS AND PARKING

Except as may otherwise be agreed with respect to Event Merchandise Revenue (as defined below), all revenue derived from the sale of food, beverages, concessions, parking, and other items or services sold at PRUDENTIAL Center shall be retained by Licensor (or persons designated by Licensor) shall be the only parties authorized to provide and sell parking at PRUDENTIAL Center and to sell food, beverages, concessions, and other items or services at PRUDENTIAL Center including, without limitation, any catering for Licensee's hospitality.

## 6. MERCHANDISE

Licensee's sale of merchandise related to the Event ("Event Merchandise"), if any, shall be subject to payment of a buyout fee in accordance with Item 4 of the Data Sheet above. Licensee shall comply with all applicable laws and shall be solely responsible for the payment of any taxes and fees due in connection with such Event Merchandise sales.

## 7. [INTENTIONALLY OMITTED]

#### 8. ADVERTISING, PROMOTION AND PUBLICITY

(a) Licensee shall only publicize and promote the Event in a manner customary for such an event. Licensee shall be solely responsible for all costs associated with such advertising, publicity and promotion. Licensee agrees that any visual material, whether created for television, newspaper, outdoor advertising, handbills or otherwise, prepared by or for Licensee containing reference to PRUDENTIAL Center shall be submitted to Licensor for approval in advance of production or execution. Licensee shall allow adequate time for Licensor to approve, comment upon or express its disapproval thereof; provided that Licensor shall not unreasonably withhold its approval as long as the material containing reference to PRUDENTIAL Center uses Licensor's established logo, type, trademark or service mark and is in accordance with the guidelines established by Licensor for the use of such marks.

## 9. **BUILDING STAFF**

For the Event, Licensor shall provide all box office personnel, ticket sellers, ticket takers, ushers, security guards, security, custodians and such other personnel as Licensor, in its reasonable discretion, shall deem required, together with such additional personnel as Licensee may reasonably request. Licensor shall consult with Licensee, if and when requested by Licensee, regarding staffing levels; provided that final decisions regarding staffing levels shall be made by Licensor in its reasonable discretion. All such personnel shall be

provided only by or through Licensor. The costs of all such personnel shall be the responsibility of Licensee unless otherwise explicitly set forth herein.

## 10. PUBLIC ADDRESS SYSTEM

If requested by Licensee, the PRUDENTIAL Center public address system shall be furnished for the Event. The public address system shall be operated according to reasonable and customary rules and regulations established, from time to time, by Licensor.

## 11. DELIVERY OF POSSESSION

The PRUDENTIAL Center Facilities shall be made available to Licensee at the time and on the date set forth in Item 5 of the Data Sheet ("Move-in Time") for preparatory work by Licensee, complete with such staging requirements as are mutually agreed upon by Licensee and Licensor. Any additional use of the PRUDENTIAL Center Facilities by Licensee beyond that contemplated hereunder shall be subject to mutual written agreement of the parties; provided that such use shall be governed by the terms and conditions of this License Agreement except as otherwise agreed with respect to costs and fees for such additional usage.

## 12. SURRENDER AND OVERTIME

- (a) After the conclusion of the Event, Licensee shall as soon as possible quit and surrender the PRUDENTIAL Center Facilities to Licensor, but in no event later than the time and date set forth in Item 6 of the Data Sheet ("Move-out Time"). Upon such quitting and surrender, the PRUDENTIAL Center Facilities shall be returned by Licensee in the same condition as at the Move-in Time and in good order, ordinary wear and tear excepted. Licensee shall remove from PRUDENTIAL Center all Event property. Without limiting any other remedies available to Licensor, if Licensee fails to quit and surrender the PRUDENTIAL Center Facilities on or before the Move-out Time, Licensee shall reimburse Licensor for all incremental costs incurred by Licensor as a result thereof. In addition, Licensee shall pay Licensor for any expense incurred by Licensor in removing and/or storing Event property. Nothing in this Section 12(a) shall in any way be construed to limit Licensor's right to recover all actual damages incurred in the event Licensee fails to quit and surrender the PRUDENTIAL Center Facilities on or before the Move-out Time (including without limitation damages incurred if any subsequent scheduled event is delayed or cancelled).
- (b) The allocated time for a performance of the Production shall be as set forth in Item 7 of the Data Sheet (the "Allocated Performance Time"). If a performance of the Production continues past the Allocated Performance Time, Licensee shall reimburse Licensor for all incremental direct labor costs incurred by Licensor as a result thereof, as well as the additional amounts set forth in Item 7 of the Data Sheet. There will be no preliminary settlement made if it appears that the show will go beyond the Allocated Performance Time unless a contingency to cover overtime charges as reasonably determined by Licensor is withheld.
- (c) If the Event or any performance of the Production extends beyond the commencement of any curfew imposed by the State of New Jersey, the City of Newark or any other governmental body, Licensee agrees to pay in addition to all other sums due to Licensor hereunder, an amount equal to all fines, penalties and other charges assessed by such governmental body because the Event (or such performance of the Production) extended beyond the commencement of the curfew.

# 13. [INTENTIONALLY OMITTED]

## 14. **INSURANCE**

Licensee agrees, at its sole expense, to procure and maintain during the term of the License insurance in accordance with the requirements set forth on Addendum B, attached hereto.

## 15. INDEMNITY

- (a) Licensee does hereby indemnify and agree to forever indemnify, save and hold harmless, Devils Arena Entertainment LLC, the Newark Housing Authority, the City of Newark, the Newark Parking Authority, and each of their parents, subsidiaries and affiliated entities and their respective directors, officers, equity holders, employees, agents, contractors, licensees and invitees (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, demands, costs, expenses (including reasonable attorneys' fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual which any one or more of them may suffer or incur (i) as a result of a breach of any term of this License Agreement by Licensee, or (ii) arising directly or indirectly, in whole or in part, from the Event or the use and occupancy of the PRUDENTIAL Center Facilities in connection with the Event, or (iii) by reason of the use of any patented and/or copyrighted materials, music, equipment, devices, processes, or dramatic rights furnished or used by Licensee in connection with the Event under this License Agreement.
- (b) Licensee further agrees that in the case of any such claim, demand, action or proceeding against any one or more of the Indemnitees, Licensee shall, if requested by Licensor, defend the Indemnitees at Licensee's expense by counsel satisfactory to the Indemnitees. In the event Licensee does not provide a defense against any and all such claims, demands, liens, liabilities, actions or causes of action, threatened or actual, then Licensee shall, in addition to the above, pay the Indemnitees the attorneys' fees, legal expenses and costs incurred by the Indemnitees in providing such defense and Licensee agrees to cooperate with the Indemnitees in such defense, including, but not limited to, the providing of affidavits and testimony upon request of the Indemnitees.

## 16. LIMITATIONS ON LIABILITY

- (a) Licensee hereby agrees that none of the Indemnitees shall be liable for injury to Licensee or its business or any loss of income therefrom or damages to the property of Licensee, Licensee's employees, invitees, customers, or any other person in or about PRUDENTIAL Center nor shall the Indemnitees be liable for injury to the person of Licensee, Licensee's employees, agents or contractors, and such losses and damages shall be at the risk and cost of Licensee, except to the extent such loss or damage is caused by the negligence or willful misconduct of an Indemnitee.
- (b) Except with respect to indemnification obligations and third-party claims, in no event shall either party be liable to the other party for any indirect, consequential, exemplary, incidental, special or punitive damages, including lost profits, lost savings, lost or destroyed data, lost ticket revenues or lost opportunity costs, even if such party has been advised of the possibility of such damages or if such damages could have been reasonably foreseen.

## 16A. COMMUNICABLE DISEASES, INCLUDING COVID-19; RELEASE AND WAIVER

(a) The novel coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization. COVID-19 is an extremely contagious disease that can lead to severe illness and death. An inherent risk of exposure to COVID-19 or other medical conditions, diseases, germs, bacteria, viruses, infections, or maladies, and/or any mutations or variations thereof, exists in any place where people are present. Licensee acknowledges, understands and appreciates the risks associated with presenting the Event at the PRUDENTIAL Center Facilities, including that Licensee and its respective directors, officers,

subsidiaries, affiliates, owners, employees, and persons participating in the Event who are under Licensee's control ("Licensee Parties") may be exposed to or infected with COVID-19 or other medical conditions, diseases, germs, bacteria, viruses, infections, or maladies, and/or any mutations or variations thereof, and that such exposure may result in personal injury, illness, permanent disability and/or death (all of the foregoing, collectively "Health Risks").

- (b) Licensee agrees to take reasonable steps to ensure that none of the Licensee Parties entering the PRUDENTIAL Center Facilities /or participating in the Event have COVID-19 or otherwise pose any risk of exposure to COVID-19 or any other Health Risks.
- (c) Licensee, on behalf of itself and the Licensee Parties, voluntarily assumes all risks related to exposure to COVID-19 or other medical conditions, diseases, germs, bacteria, viruses, infections, or maladies, and/or any mutations or variations thereof, and any related epidemics, residual effects, economic impact and results thereof, and agrees to release, hold harmless, discharge and indemnify the Indemnitees from and against any and all losses or injuries including personal and/or property injury(ies), disabilities, deaths, illnesses, damages, claims, expenses judgments, executions, demands, actions or causes of action, or any other liabilities, either at law or in equity, whether known or unknown, asserted or unasserted, suspected or unsuspected, that may, directly or indirectly, arise from or in any way relate to COVID-19 or other medical conditions, diseases, germs, bacteria, viruses, infections, or maladies, and/or any mutations or variations thereof, and any related epidemics, residual effects, economic impact and results thereof ("Released Claims"). Licensee, on behalf of itself and the Licensee Parties, recognize and agree that this release and waiver of liability is a full, general, and final release and waiver of all Released Claims.

## 17. **BUILDING COSTS**

Licensor shall provide air conditioning, heating, lighting, janitorial supplies, maintenance supplies, and equipment (if available), including the making and holding of ice and other similar miscellaneous goods and services, to the extent reasonably required by the Event as determined by Licensor in its sole discretion. Except for the standard utility fee charged by Licensor as an Event Expense and as otherwise set forth in of this License Agreement (including Section 33), the costs of such items shall be the responsibility of Licensor. Notwithstanding the foregoing, the cost of any equipment rentals which are requested by Licensee or necessitated by any extraordinary needs of the Event shall be treated as an additional Licensee Expenses for which Licensor shall be entitled to reimbursement from Licensee.

## 18. IN-ARENA MESSAGE BOARDS AND VIDEOBOARDS

If Licensee wishes to use PRUDENTIAL Center's in-arena scoreboard, matrix board, facia board, scorer's table signage (if applicable), LED signage, and/or video screens during the Event, and there is space available, there will be an additional production fee due Licensor as a Licensee Expense for their use. The amount of any such fee shall be determined in the reasonable discretion of Licensor, and Licensee shall pay to Licensor the amount thereof on demand. The scoreboard, matrix board, facia board, scorer's table signage (if applicable), LED signage and video screens shall be operated solely by such persons as Licensor may authorize from time to time and their use shall be subject to such rules and regulations as Licensor may establish from time to time.

#### 19. PARTICIPANTS

Licensee shall, at its sole cost and expense, provide all participants (including, without limitation and as applicable, participating teams, officials, performers and musicians) required for the Event. To the extent Licensee provides participants, Licensee shall, at its sole cost and expense, comply with all legal requirements resulting from the providing of such participants, including those of all unions of which such participants may be

members.

## 20. [INTENTIONALLY OMITTED]

#### 21. PARKING

(a) Licensee shall be entitled to the number of complimentary parking spaces set forth in Item 10 of the Data Sheet for the Event. Licensor shall also be responsible for providing parking to accommodate participant and/or television trucks and buses, as applicable.

## 22. [INTENTIONALLY OMITTED]

## 23. REHEARSAL/PRACTICES

In the event Licensee desires to use the PRUDENTIAL Center Facilities for rehearsal or team practices, as applicable, prior to the Move-in Time set forth in Item 5 of the Data Sheet, Licensee shall notify Licensor of such fact. If feasible, in Licensor's sole judgment, the PRUDENTIAL Center Facilities shall be made available to Licensee for such purposes at such times and under such terms and conditions as Licensor may designate. Licensee shall (a) pay any rental charges reasonably imposed by Licensor, and (b) reimburse Licensor for any additional costs or expenses (including, but not limited to, any applicable labor and overtime charges) incurred by Licensor in connection with such rehearsal or practice(s).

## 24. PERMITS

Prior to the Move-in Time, Licensee agrees, at Licensee's expense, to obtain from the City of Newark and any other applicable governmental body or agency, such governmental permits and/or licenses as necessary for the Event, including, but not limited to, building permits and business licenses. Prior to the Move-in Time, Licensee agrees to furnish to Licensor, at its sole expense, copies of such governmental permits and licenses.

## 25. ADDITIONAL OBLIGATIONS OF LICENSEE

Licensee shall:

- (a) As described in Section 19, supply and pay for all performers and participants required for the proper presentation of the Event (including each individual performer and participant integrally identifiable with the named Production).
- (b) Transport (or coordinate the transportation of) all personnel, properties, facilities and equipment necessary for the Event to and from the PRUDENTIAL Center Facilities.
- (c) Present the Event, in a manner customary for shows and/or events comparable in type and nature to the Event.
- (d) Be solely responsible for, and timely pay, all fees and governmental taxes and levies due as a result of the Event, including without limitation (i) the Facility Fee, and (ii) any withholdings required by any governmental agency.
- (e) If Licensee or its agents, representatives, managers, employees, patrons, players, performers, or participants in or about the PRUDENTIAL Center Facilities shall at any time accept or use the services of a physician or surgeon, or accept or use an ambulance service or any service in connection with an injury or sickness occurring to any such person or persons while within or about the PRUDENTIAL Center from the Move-in Date to the Move-out Date, even though such services are made available or are obtained through Licensor, Licensee will assume such costs solely as an Event Expense and will defend, indemnify and hold Licensor harmless from all responsibility or liability therefor.

## 26. COMPLIANCE WITH LAWS

- (a) Licensee shall comply with all applicable laws, orders, rules, regulations and requirements of Federal, State, County and Municipal authorities (including those of the State of New Jersey and the City of Newark) and with any lawful direction or order of public officers or any court which shall impose any duty upon Licensor or Licensee (collectively, "Applicable Laws"). Licensee shall not use nor permit the use of the PRUDENTIAL Center Facilities for any political purpose. No collections, whether for charity or otherwise, shall be made or attempted in or at PRUDENTIAL Center by Licensee or any of its employees, agents or contractors unless otherwise expressly approved in writing by Licensor in advance.
- (b) Licensee shall comply with all applicable rules, orders, regulations or requirements of the applicable fire and police departments (i.e., State of New Jersey, City of Newark) or any other similar body and shall not do or permit anything to be done in or about PRUDENTIAL Center or bring or keep anything therein except as permitted by the City of Newark or any other authority having jurisdiction over PRUDENTIAL Center, Licensor or Licensee. Any decorating or other work, and all material therefor, done or furnished by Licensee shall be subject to the reasonable approval of Licensor and, if necessary in Licensor's sole judgment, the approval of the Newark Fire Department. All decorations and other combustible materials must be fireproofed. Licensee shall deliver to Licensor, if Licensor so requests, a flame proofing certificate in the form specified or required by and satisfactory to any local government body having jurisdiction with respect thereto.
- (c) No pyrotechnics, gasoline, acetylene, explosives, fireworks or other fuel or other combustible (collectively, "Pyrotechnics") will be permitted in PRUDENTIAL Center without the prior written approval of Licensor and without Licensee obtaining the appropriate permits and licenses. In the event Licensee is permitted by Licensor to use Pyrotechnics in connection with the Production, then Licensee agrees to provide the following, at its sole cost and expense: (a) a display site and stage configuration (including, without limitation, a firing and fallout zone such that the Pyrotechnic display and any Pyrotechnic debris can be exhibited, rise and fall safely) that complies in all respects to any Applicable Laws or directives or policies or PRUDENTIAL Center (b) adequate policing, guard protection, roping, fencing and/or other crowd control measures required by Applicable laws and Licensor; and (c) the services of standby firemen and/or any applicable permit fees as required by Applicable Laws. In no event shall any Indemnitee have any liability or obligation with respect to any Pyrotechnic display and Licensee agrees to defend, indemnify and hold Indemnitees harmless from any claims, losses, damage and liability arising out of or related to (i) the Pyrotechnics, or (ii) the breach or alleged breach by Licensee or any designee, agent, employee or independent contractor of Licensee of any representation, warranty or agreement contained in this Section 26(c).
- (d) Any item not approved in accordance with the above provisions shall not be permitted in PRUDENTIAL Center and if it is already in PRUDENTIAL Center it shall immediately be removed by Licensee at its expense. If Licensee fails to immediately remove any unapproved item from PRUDENTIAL Center, Licensor may cause such item's removal at Licensee's expense.
- (e) Licensee acknowledges that the operation of PRUDENTIAL Center is subject to certain hiring, workforce utilization, affirmative action and/or minority business enterprise/women business enterprise utilization requirements imposed on Licensor and its contractors, subcontractors and other agents by the City of Newark and other applicable governmental authorities and agrees to cooperate with Licensor's efforts to satisfy the goals established in connection therewith. Licensee agrees that Licensee shall not discriminate against or segregate any person or group of persons on account of race, color, religion, creed, national origin, ancestry, sex, sexual preference/orientation, age, disability, medical condition, (acquired or perceived), retaliation for having filed a discrimination complaint, marital status, or any other

legally protected category in the use, occupancy, tenure or enjoyment of the PRUDENTIAL Center Facilities, nor shall Licensee, or any person claiming under or through Licensee, establish or permit any such practice or practices of discrimination or segregation.

## 27. ALTERATIONS

Licensee shall not mark, paint, drill into or in any way mar or deface any part of PRUDENTIAL Center. Subject to Section 37, Licensee shall not display or erect any lettering, signs, pictures, notices or advertisements upon any part of the outside or inside of PRUDENTIAL Center or make any alterations or improvements in or to the PRUDENTIAL Center Facilities without the prior written consent of Licensor, which consent may be withheld in Licensor's absolute discretion.

## 28. ENTRANCES AND EXITS

The entrances and exits of PRUDENTIAL Center shall be locked or unlocked during the Event as Licensor may direct, subject to all Applicable Laws and also subject to Licensee's reasonable approval to the extent not in conflict with any such Applicable Laws. Articles, fittings, fixtures, materials and equipment required for the Event shall be brought into or removed from PRUDENTIAL Center by Licensee only at entrances and exits, and at such times, as designated by Licensor. The total number and weight of vehicles, which may enter PRUDENTIAL Center at any one time, shall be determined by Licensor in its absolute discretion.

## 29. NON-EXCLUSIVE USE

Licensee acknowledges that besides the use of the PRUDENTIAL Center Facilities as contemplated by this Agreement, PRUDENTIAL Center and various parts thereof and areas therein may or will be used for the installation, holding or presentation and removal of activities, events and engagements other than the Event and that in order for PRUDENTIAL Center to operate as efficiently as practicable it may or will be necessary for the use or availability of services and facilities of PRUDENTIAL Center, including without limitation, entrances, exits, parking lots, truck ramps, receiving areas, marshalling areas, storage areas, passenger or freight elevators and club and concession areas, to be scheduled or shared. Licensee agrees that Licensor shall have full, complete and absolute authority to establish the schedules for the use and availability of such services and facilities and to determine when and to what extent any sharing of any such services and facilities is necessary or desirable provided such schedules do not materially interfere with Licensee's use of the facility, and Licensee agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined. In no event shall Licensee enter or use any area, service space, or facility of PRUDENTIAL Center other than the PRUDENTIAL Center Facilities subject to the License without first obtaining Licensor's consent and approval.

## 30. EJECTION

Licensee hereby appoints Licensor, or any servant, employee, contractor or agent of Licensor, as Licensee's agent to, within its reasonable discretion, refuse admission to or to cause to be removed from PRUDENTIAL Center any undesirable person. Any artisans or workmen employed by Licensee while in or about PRUDENTIAL Center and may be refused entrance by Licensor for objectionable or improper conduct without any liability on Licensor's part for such refusal or ejection.

## 31. LICENSOR REGULATIONS

Licensee shall, and shall cause its servants, agents, employees, licensees, patrons and guests to,

abide by such reasonable rules and regulations as may from time to time be adopted by Licensor for the use, occupancy and operation of PRUDENTIAL Center and performance of the Event.

## 32. LICENSOR USE OF FACILITIES

Licensor, its affiliates and their respective officers, directors, servants, employees, agents, licensees and such licensees' servants, employees and agents, shall at all times have free access to the PRUDENTIAL Center Facilities upon presentation of passes issued to them by Licensor; provided that Licensor and its agents shall not unreasonably disturb the privacy of the Licensee in areas and circumstances where the Licensee has a reasonable expectation of privacy (such as, but not limited to, sound checks and dressing rooms). Subject to Licensor's prior approval, Licensee may issue photo, press and backstage passes permitting selected persons access to such areas of PRUDENTIAL Center normally closed to the public as Licensor shall designate. Licensor, at such reasonable times as it may deem appropriate, may announce, describe and advertise over the sound system and video screens in PRUDENTIAL Center during the Event, including without limitation, announcements, descriptions and advertisements concerning other or future events being or to be held in PRUDENTIAL Center or elsewhere, and Licensor reserves and retains the exclusive right to use and may use the sound system, scoreboard, video screens, display advertising capabilities and facilities and all other advertising capabilities and facilities in and about PRUDENTIAL Center in any manner which in its sole opinion is desirable or appropriate, providing only that such announcements, descriptions, advertisements and use do not unduly disrupt or interfere with the Event. Notwithstanding the foregoing, if Licensee reasonably requests that the sound system inside the bowl area not be used for advertising purposes and/or the video screens inside the bowl area of the PRUDENTIAL Center be turned off during part or all of the Event for production purposes, Licensor shall comply with such request.

#### 33. UTILITIES

HVAC (including heat, ventilation, air conditioning and/or air cooling) and illumination to be provided by Licensor pursuant to Section 17, shall be provided by the permanent equipment with which PRUDENTIAL Center is equipped at such times and in such amounts as shall be reasonably necessary, in the sole and absolute judgment of Licensor, during each performance for the comfortable use and occupancy of PRUDENTIAL Center. If any services, including without limitation HVAC, illumination, water or electricity, are furnished, with or without charges by Licensor to Licensee, Licensor shall in no event be liable for a failure to provide such services (i) during the repairing of any such equipment or apparatus in PRUDENTIAL Center or (ii) as a result of any power shortage, irregularity, deficiency or outage affecting PRUDENTIAL Center or the Event or any other cause beyond the control of Licensor. Licensee may, at Licensee's sole cost and expense, provide Licensor with power generators or other equipment acceptable to Licensor to be used by Licensor only in the event of any such occurrence in connection with the Event.

## 34. DEFAULT

(a) Each of the following shall constitute a default on the part of Licensee: (i) Licensee commences a voluntary case concerning itself under any bankruptcy, liquidation or insolvency code, or (ii) an involuntary case under any bankruptcy, liquidation or insolvency code is commenced against Licensee and the petition is not controverted within 10 business days, or is not dismissed within 60 days, after commencement of the case, or (iii) a custodian is appointed for, or takes charge of, all or substantially all of the property of Licensee or Licensee commences any other proceedings under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar Applicable Laws of any jurisdiction

whether now or hereafter in effect relating to Licensee or there is commenced against Licensee such proceeding which remains undismissed for a period of 60 days, or (iv) Licensee is adjudicated insolvent or bankrupt, or (v) execution is issued pursuant to a judgment rendered against Licensee, or (vi) this License Agreement is assigned by Licensee to any person or entity, without the prior written consent of Licensor, which consent may be withheld in Licensor's absolute discretion, or (vii) Licensee defaults in the performance or observance of any of its obligations or agreements contained herein, including, without limitation, the agreement to make payments as provided herein. In the event of a default by Licensee, Licensor may, upon delivering by personal delivery, overnight courier or email, written notice to Licensee, terminate this License Agreement. Upon such termination, this License Agreement shall expire as fully and completely as if such date and time of expiration were the date and time definitely fixed herein for the expiration of the term and of this License Agreement and Licensee shall then quit and surrender its rights to the PRUDENTIAL Center Facilities to Licensor, but Licensee shall remain liable as hereinafter provided. Without limiting any other right or remedy of Licensor under law or in equity, Licensor shall, upon such termination, be entitled to recover as its stipulated damages for such breach an amount equal to the License Fee per day for each day Licensee was to have used the PRUDENTIAL Center Facilities, together with an amount equal to the sum of all costs and expenses then incurred by Licensor with regard to the Event and this License Agreement.

- Licensor or any other person by its order may immediately upon expiration of this License Agreement as provided in subparagraph (a) above, or at any time thereafter, enter the PRUDENTIAL Center Facilities and remove all persons and all or any property therefrom by summary unlawful or wrongful detainer proceeding, or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages therefor, and possess and enjoy PRUDENTIAL Center, including the PRUDENTIAL Center Facilities. In any case where, pursuant to the provisions of this License Agreement or by summary proceedings or otherwise, this License Agreement expires or is terminated before the Move-out Time, and in all cases of entry by Licensor, Licensor may, but shall not be required to, relicense the PRUDENTIAL Center Facilities or any part or parts thereof, as the agent of Licensee or otherwise, at any time or times during the term for whatever compensation or rent Licensor shall obtain, and Licensee shall, whether or not the PRUDENTIAL Center Facilities are relicensed or let, be and remain liable for, and, without limiting any other right or remedy of Licensor under this License Agreement, Licensee hereby agrees to pay to Licensor as damages an amount equal to all amounts payable by Licensee to Licensor hereunder, less the amount thereof already paid and the net receipt of relicensing, and the same shall be due and payable by Licensee to Licensor hereunder. The words "enter" and "entry" as used in this License Agreement are not restricted to their technical legal meanings.
- (c) In the event of a breach or threatened breach by Licensee of any of its agreements or obligations hereunder, Licensor shall have the right of injunction and the right to invoke any remedy allowed at law or in equity or otherwise as if entry, summary proceeding or other remedies were not provided for herein. Licensee shall not have the right of injunction or right to invoke any remedy available in equity with respect to any default by Licensor.
- (d) In the event of entry by Licensor, Licensor at its option may store at the cost of Licensee any personal property of Licensee, or its employees, agents and contractors then in or about PRUDENTIAL Center, but in such case, Licensor shall not be obligated to store such property for more than 30 days and thereafter may dispose of such property in any way it sees fit, upon 10 days' notice to Licensee. Licensor shall be entitled to receive from Licensee all costs and expenses for storage of Licensee's property and if Licensor shall sell such personal property, it shall be entitled to retain from the proceeds thereof the expense of the sale and the cost of storage in addition to any other sums then due to Licensor by Licensee.

## 35. ADDITIONAL REMEDIES

Reference in this License Agreement to any particular remedy shall not preclude Licensor from any other remedy at law or in equity. Licensor's failure to seek redress for violation of, or to insist upon strict performance of, any covenant or condition of this License Agreement shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. No provision of this License Agreement shall be deemed to have been waived by Licensor unless such waiver is made in accordance with Section 46.

## 36. PAYMENT ON DEFAULT

Any expense or damage which Licensor may incur or sustain by reason of Licensee's non-compliance with any of the provisions of this License Agreement shall be due and payable by Licensee to Licensor pursuant to the provisions of Section 39 hereof.

## 37. [INTENTIONALLY OMITTED]

## 38. RECORDINGS, ANCILLARY RIGHTS / INTELLECTUAL PROPERTY

- (a) Licensee may broadcast and stream the Event on its website and make audio/video recordings of the Event solely for its own non-commercial educational and archival purposes (the "Recordings"). Licensee shall be responsible for obtaining any necessary approvals or clearances in connection with any broadcast or use of the Recordings. At Licensee's cost, Licensor agrees to make available a feed from its television production facilities and in connection with the Recordings and Licensor shall arrange for such additional audio/video recording services and/or equipment as may be necessary for the Recordings. Staffing and all other costs associated with the Recordings shall be Event Expenses payable by Licensee.
- (b) Licensee shall assume responsibility for obtaining any required consents, approvals and releases from any individuals and/or entities required for the exercise of the Licensed Use hereunder including, but not limited to, any necessary written consents, authorizations or releases required in connection with the depiction of all or any portion of any PRUDENTIAL Center Facilities event and/or any Proprietary Rights related thereto in the Recordings.
- (c) Except as provided above, Licensee may not record, digitalize, tape, film, broadcast or telecast the Event without Licensor's express written approval, which approval shall not be unreasonably withheld.
- (d) Licensor shall retain all rights to its trademarks (i.e. "PRUDENTIAL Center" and related logos. Licensor shall have the right to use photographs or recordings of the Event for the purpose of promoting PRUDENTIAL Center, subject to the prior written approval of Licensee
- (e) In no event shall Licensee or any other person use blocking technology or insert any virtual signage on either the exterior or interior of the PRUDENTIAL Center, including, without limitation, over any of PRUDENTIAL Center's permanent or temporary signage, during any streaming, broadcast or re-broadcast of the Event.

## 39. [INTENTIONALLY OMITTED]

#### 40. <u>COPYRIGHTS</u>

Licensee represents and warrants that (i) all copyrighted materials, music, equipment, devices, or dramatic rights used on or incorporated in the conduct of the Event will be used with the express permission of the copyright owner and (ii) that any and all obligations under any copyright license shall be performed by Licensee. Licensee grants to Licensor the right to use and to authorize others to use any music or other copyrighted materials used in the Production for the purposes of advertising, promoting, and publicizing the Event or PRUDENTIAL Center and for any internal or non-commercial purposes.

## 41. LABOR AGREEMENTS

Licensee shall not perform any work or employ any personnel in connection with the Event except if such work or employment conforms to labor agreements to which Licensor or its contractors are a party or which control labor activities at PRUDENTIAL Center. At Licensee's request, Licensor will advise Licensee of pertinent provisions of such labor agreements. Licensor may, at its option, deny access to PRUDENTIAL Center to any person whose admittance to PRUDENTIAL Center could result in a violation of any such labor agreement.

## 42. NO REFUND

If Licensee shall for any reason fail to occupy or use the PRUDENTIAL Center Facilities as provided herein (for reasons other than a breach by Licensor of its obligations hereunder), no refund shall be made of any amounts paid by Licensee to Licensor hereunder, and the aggregate amount payable by Licensee to Licensor hereunder, including disbursements or expenses incurred by Licensor in connection herewith, shall be payable by Licensee to Licensor as provided in Section 39 above.

## 43. TERM

Subject to Section 54, the term of this License Agreement shall commence on the date first hereinabove written and expire at the Move-out Time, unless terminated earlier or extended later as provided elsewhere herein.

## 44. SUBORDINATION

The provisions of this License Agreement and Licensee's right to the use of PRUDENTIAL Center hereunder are hereby made subject and subordinate to the terms and conditions of any lease, mortgage, deed of trust or any other encumbrance granted by Licensor or under which Licensor or its affiliates may be operating PRUDENTIAL Center (including, without limitation, the lease agreement with the Newark Housing Authority or its successors thereunder). If Licensor's right to operate PRUDENTIAL Center expires or is terminated, according to the terms of such lease, mortgage, deed of trust or other encumbrance, with or without fault on Licensor's part, or if Licensor's lessor, mortgagor, trustee or beneficiary under such lease, mortgage, deed of trust, or creditor under any other encumbrance prevents the performance of this License Agreement, Licensor shall not be liable to Licensee in any way.

## 45. FORCE MAJEURE

The parties to this License Agreement will be excused from the performance of this License Agreement in whole or in part (excluding Sections 15-16 and 16A) by reason of any of the following causes:

- (a) When the Event is prevented by operation of law (including due to government orders).
- (b) If the Event does not take place because of the occurrence of a Force Majeure or such Force Majeure otherwise prevents the performance under this License Agreement by Licensor or Licensee of a material obligation under this License Agreement (not including any payment obligation), such party or parties shall be excused from performance of such obligation for the duration of the Force Majeure. A "Force Majeure" shall include, without limitation, fire, flood, earthquake, public disaster, terrorist act, strike, labor dispute or unrest, accident, breakdown of electrical or other equipment, black-out, riot, war, insurrection, civil unrest, Act of God (including inclement weather), any act of any legal or governmental authority, the illness or death of the performer, pandemic, epidemic, or any other cause beyond the reasonable control of Licensor or Licensee. In the event that the Event is cancelled and/or performance is excused in accordance with the foregoing provisions, Licensee agrees to pay to Licensor any and all reasonable out of pocket costs and expenses, including amounts provided for in this License Agreement, which have been incurred up to the time further performance is excused. Licensee hereby waives any claim for damages or compensation from Licensor should this License Agreement be so terminated or performance excused. Notwithstanding the above, Licensee may not rely on its own acts or omissions as grounds for delay in its performance.

## 46. WAIVER

No provision of this License Agreement shall be deemed to have been waived by either party unless such waiver is in writing and is signed by the party hereto against whom such waiver is asserted, and any such waiver shall be effective only for the specific purpose and in the specific instance in which it is given. No failure by a party to exercise any right under this License Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any right preclude any other or further exercise of that right or the exercise of any other rights. The waiver by any party of any breach of this License Agreement shall not be deemed a waiver of any prior or subsequent breach.

## 47. SEVERABILITY

In the event that any provision of this License Agreement shall be declared invalid or unenforceable for any reason by a court of competent jurisdiction, such provision shall be severed from the remainder of this License Agreement, which shall remain in full force and effect.

## 48. NO PARTNERSHIP

The relationship of Licensor and Licensee under this License Agreement shall be solely that of independent contractors and nothing herein shall be construed to create nor imply any relationship of employment, agency, joint venture, partnership or any relationship other than that of independent contractors. Neither party has the authority to bind the other to any third person, to incur any debts or liabilities in the name of or on behalf of the other party, or otherwise to act in any way as the representative of the other unless otherwise expressly agreed to in writing signed by both parties.

## 49. ASSIGNMENT

Neither this License Agreement nor any of the rights, duties or obligations of Licensee hereunder shall be assignable or delegable in whole or part, whether by operation of law or otherwise, by Licensee, without the prior written consent of Licensor. Any assignment or delegation or attempted assignment or delegation without such consent shall, at the election of Licensor, be void and of no force or effect.

## 50. ENTIRE AGREEMENT

This License Agreement supersedes any previous agreements between Licensee and Licensor with respect to the presentation of the Event at PRUDENTIAL Center, and upon the execution and delivery hereof any rights, duties, obligations and claims arising by reason of any such previous agreements shall be deemed terminated forthwith. In the event of an alteration or amendment of this License Agreement, the alteration or amendment shall be in writing, shall specifically refer to this License Agreement and shall be signed by both parties in order for the same to be binding upon the parties.

## 51. CONSTRUCTION

This License Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

#### 52. NOTICES

Except as otherwise herein expressly provided, all notices and other correspondence or communication between the parties shall be in writing and shall be delivered, either in person, by facsimile, or by certified or registered mail, return receipt requested, postage prepaid, to the parties' representatives whose names and addresses are set forth in Item 13 of the Data Sheet.

## 53. LEGAL FEES

In the event any legal action is taken under this License Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees, cost of suit, and all other costs reasonably related to enforcement of its rights under this License Agreement.

## 54. SURVIVAL

Any provision of this Agreement or any attached schedule that contemplates performance or observance subsequent to any termination or expiration of this Agreement or the applicable schedule, including, without limitation, all provisions with respect to confidentiality, limitation on liability, release and waiver or indemnification (e.g., Sections 15, 16, 16A and 46), shall survive any termination or expiration of this Agreement and continue in full force and effect.

#### 55. COUNTERPARTS

This License Agreement may be executed in counterparts, each of which together shall constitute one and the same agreement. Execution and delivery of the counterparts of this License Agreement by facsimile or electronic signature shall be effective and shall have the same force and effect as execution and delivery of an original counterpart of this License Agreement.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

# **IN WITNESS WHEREFORE**, Licensee and Licensor executed this License Agreement on the date first above written.

LICENSEE:	LICENSOR:	
New Jersey City University	Devils Arena Entertainment LLC	
Ву:		
Name:	Ву:	
Title:	Name: Sean Saadeh	
	Title: Executive Vice President	
	Entertainment Programming	

#### Addendum A

## Part 1-The Base License Fee includes the following (as determined by Licensor):

- Ticket takers.
- Box office services.
- Ticket seller labor.
- Ushers.
- Supervisors.
- Medical services for Event attendees, which services shall include ambulances and paramedics.
- Front of House and Dressing/Locker Room Security at standard levels.
- Standard Police.
- Fire inspectors (not to include personnel associated with Production pyrotechnics).
- Utilities on date of the Event only, including electricity, gas, lighting, water, heating, ventilating, air conditioning, hot and cold water facilities, and waste removal services. (Licensee is responsible for utility costs for load in and load out days.)
- Mechanical plant staff
- Custodial services at standard levels.
- Use of existing scoreboard, matrix board, facia board, scorer's table signage, LED signage, and/or video screens as described in Section 18. For the avoidance of doubt, operators' expenses related to the foregoing are Licensee Expenses.
- In-house audio services including public address system, music, and wireless headsets for game production and communication. For the avoidance of doubt, operators' expenses related to the foregoing are Licensee Expenses.
- In-house staging.
- In-house spotlights.
- Forklifts (2).
- Floor seating (chairs).

# <u>Part 2-The Base License Fee Does not include the following, which shall be Licensee Expenses (as applicable to the Event):</u>

- Additional Security requests (beyond standard staffing) for backstage, around the stage, mix position security and any other requests that are Production related.
- Guest Services and security staff that is utilized by Licensee for VIP parties, tour sponsor parties
  or other tour / production events.
- Police officers above standard event requirements included in rent.
- K9 Security.
- Overnight Security requests.
- Custodial services above standard levels.
- Backstage, Press, and all other Catering.
- Advertising and marketing (including email campaigns).
- Installation of all Event signage and decals provided by Licensee.
- Third party equipment and furniture rental.
- Telecommunications.

- Broadcast fees or staffing.
- Sound and lighting equipment.
- Stagehands and Loaders.
- Laborers.
- Wardrobe.
- Rockvision (A/V Operators' Services) including scoreboard, matrix board, facia board, scorer's table signage, LED signage, and/or video screens as described in Section 18.
- Electricians.
- Spotlight operators.
- Spotlights above what is available in-house.
- Labor to move and return spotlights per production.
- Staffing Overtime.
- Production medical requests.
- Credit cards fees (3%) at the box office. (The patron is responsible for all credit card fees assessed via phone and internet sales.)
- Specialty services and permits.
- Installation of all Event signage and decals provided by Licensee.
- Medical services for participating teams, (ambulances and EMT's or paramedics) if applicable.
- Media Stewards.
- All applicable taxes and fees, including, but not limited to, New Jersey State Sales Tax (currently 6.625%).
- Music Licensing fees and ASCAP / BMI / SESAC or similar music royalties.
- All license fees associated with the presentation of the Event.
- Any other misc. production costs as required by Licensee including rental equipment and labor if needed to assemble or operate rental items.
- Towels.
- Expenses associated with a load-in day.
- Confetti cleanup expense.
- Labor to build the stage or otherwise set up the Event
- Utility costs for load-in and load-out days.
- Any other expenses relating to the Event that are not Licensor Expenses above.

## Part 3-In Addition:

- Merchandise: Licensor has engaged EPM to facilitate all consignment Event Merchandise sales.
- Suites: One suite may be used by Licensee, depending upon availability, at no cost.
- Ticketing company: Ticketmaster.
- Facility Fee: \$6.00.
- Licensor requests pre-sale availability to all VIP clients as designated by Licensor, no less than seven days prior to the "public on-sale".
- Licensor agrees to use commercially reasonable efforts to support this Event with its marketing and public relations departments.

## Addendum B

## MINIMUM INSURANCE REQUIREMENTS

- **A. Minimum Insurance Requirements.** The following minimum insurance requirements must be met and maintained by Licensee, and Licensee must provide to DAE a Certificate of Insurance confirming compliance with such terms prior to the Move-In Time for the Event:
  - 1. Workers' Compensation and Employers' Liability Insurance, complying with laws of the State of New Jersey. Employers Liability Insurance shall be provided with a policy limit of not less than \$1,000,000:
  - 2. Commercial General Liability Insurance, including:
    - (i) Occurrence Policy Form for:
      - i. Bodily Injury including Death and Property Damage
    - (ii) Limits of Liability:

i.	General Aggregate	\$ 2,000,000
ii.	Products – Completed Operations Aggregate	\$ 1,000,000
iii.	Personal & Advertising Injury	\$ 1,000,000
iv.	Each Occurrence	\$ 1,000,000

- (iii) Broad Form Property Damage
- (iv) Blanket Contractual Liability.
- 3. Commercial Automobile Liability Insurance, including:
  - (i) Any Auto (includes owned, non-owned and hired autos)
  - (ii) Limits of Liability:
    - i. Combined Single Limit for Bodily Injury and Property Damage \$1,000,000
       Per Accident
- 4. Umbrella Liability Insurance, including.
  - (i) Minimum Policy Limit:
    - i. \$4,000,000 each Occurrence/Aggregate
  - (ii) Applies excess of General, Automobile and Employer's Liability Coverages
- **5. Property Insurance.** Both Licensee and DAE agree to maintain their own Property Insurance. DAE assumes no responsibility for any property belonging to Licensee or any third party.
- **B. Special/Additional Insurance Requirements.** Where applicable, in addition to the minimum insurance requirements set forth above, Licensee shall acquire and maintain the following:
  - 1. Media Liability Insurance.
    - (i) In the event Licensee or any other person exploits the Event, Licensee shall procure or cause such other person to procure media liability insurance coverage as respects errors and omissions resulting from any broadcast emanating from, or recording made in, the PRUDENTIAL Center or in any way pertaining or related to the Event, against all claims for personal injury and errors and omissions liability including, without limitation: defamation of character, libel, slander and other similar causes of action.
      - (ii) Minimum Policy Limit:

Not less than \$5,000,000 per occurrence and written on an occurrence form

(not claims made).

## 2. Additional Coverage for Pyrotechnics.

- (i) In the event that the Event involves the use of Pyrotechnics (as defined in Section 26(c), Licensee shall also deliver to Licensor insurance for Pyrotechnics hereunder in an amount and on such forms as are satisfactory to Licensor in its sole discretion.
- (ii) Minimum Policy Limit: Not less than \$10,000,000 property damage and liability which may be achieved through a combination of primary and excess policies.

## 3. Additional Coverage for Licensee Rigging Activities.

If the Event involves the furnishing or installation of materials or equipment and/or hoist services or related activities by or on behalf of Licensee or a third party (whether or not DAE employees are involved), Rigger's Liability Insurance may be required with a minimum limit of \$2,000,000 per occurrence. In such event, DAE shall provide written notice of this requirement to Licensee in advance of the Event Move-In Time.

## 4. Additional Coverage in Special Circumstances.

In certain circumstances, DAE may require additional insurance coverages and limits in its reasonable discretion and upon written notice to Licensee in advance of the Event Move-in Time.

- **C. General Requirements for All Insurance Policies:** In addition to the foregoing, all insurance provide by Licensee for the Event must meet the following general conditions:
  - **1. Financial Rating.** The insurance companies providing coverage shall have a financial rating of at least A-: Class VII in the current A.M. Best's Insurance Reports.
  - **2. Primary, Non-Contributory.** All insurance provided by licensee (other than Worker's Compensation) shall be primary and non-contributory.
  - **3. Additional Insureds.** Devils Arena Entertainment LLC, the Newark Housing Authority, the City of Newark, the Newark Parking Authority, and each of their parents, subsidiaries and affiliated entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the foregoing, and their directors, officers and employees ("Additional Insureds") must be named as Additional Insureds under all policies (other than Workers' Compensation).
  - **4. Waiver of Subrogation.** All polices must provide that any right of subrogation against Licensor is waived.
  - **5. No Discharge of Obligation.** A failure on the part of Licensee to provide evidence of the insurance required pursuant to this License Agreement shall not release or discharge Licensee from its obligation to procure and maintain(or cause to be procured and maintained) any such insurance.

#### NEW JERSEY CITY UNIVERSITY BOARD OF TRUSTEES RESOLUTION

**December 9, 2024** 

AUTHORIZING EFFECTUATION OF LETTER OF INTENT (LOI) FOR THE PROPOSED MONETIZATION OF BLOCK 7 (NJCU WEST SIDE CAMPUS) TO HONEYWELL INTERNATIONAL, INC. OR AN AFFILIATE THEREOF

WHEREAS, New Jersey City University (NJCU) is the owner of certain real property located on Block 7 of the NJCU West Side Campus, designated on the Tax Map of Jersey City, New Jersey as Block 21902.03, Lot 1, and commonly referred to as Block 7 of the NJCU West Side Campus (the "Property"); and

**WHEREAS**, Honeywell International Inc., or an affiliated special purpose entity (the "**Buyer**"), has expressed its intent to acquire the Property and has submitted a Letter of Intent (the "**LOI**"), outlining the terms for negotiating a definitive Purchase and Sale Agreement (the "**Agreement**"); and

**WHEREAS**, the proposed terms of the LOI include a purchase price of Five Million Two Hundred Thousand Dollars (\$5,200,000.00), environmental obligations to be assumed by the respective parties, and a 98-year leaseback of the Property to NJCU for nominal consideration for use as a non-exclusive surface parking lot; and

**WHEREAS**, the Board of Trustees has reviewed the terms and conditions of the LOI, including Buyer's commitment to assume obligations regarding chromium remediation at the Property and NJCU's retention of responsibilities for non-chromium environmental conditions, as specified in the proposed environmental agreement; and

**WHEREAS**, NJCU, through its officers, has determined that the sale of the Property under the terms set forth in the LOI is in the best interest of the University and is necessary to further its financial and institutional objectives.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of New Jersey City University as follows:

- 1. The Board of Trustees hereby authorizes and approves the terms of the Letter of Intent (LOI) as presented, subject to revisions approved by counsel.
- 2. The Board of Trustees hereby authorizes and approves the negotiation of a definitive Agreement in alignment with the terms of the LOI.
- 3. The President, or his designee, is hereby authorized and directed to execute and deliver the LOI and to take all necessary and appropriate actions to finalize the negotiation and execution of the Agreement with Buyer.
- 4. The Board of Trustees further authorizes the President to execute any necessary lease agreements, easements, and environmental agreements required to effectuate the transaction as outlined in the LOI and Agreement, including any actions needed to fulfill NJCU's environmental obligations.

5. This Resolution shall take effect immediately and remain in effect until such time as all documents necessary to complete the transaction have been executed and the transaction is closed.

Adopted this 9th day of December 2024, by the New Jersey City University Board of Trustees.





#### Overview of the Plan

- NJCU serves a diverse and vibrant student population
- Provides inclusive educational opportunities for underserved and underrepresented students
- Strategic Plan for Student Development focuses on a student-first approach
- Emphasizes comprehensive support services for students facing challenges and barriers
- Aims to educate the whole student for upward mobility and greater earning potential



#### **Student Development and Community Engagement Strategic Plan**

# NJCU



#### Goal #1 Progress To Date

- NJCU restructured its Division of Student Affairs into the Division of Student Development and Community Engagement to better address student needs. This transformation emphasizes holistic development, expanded mental health and social services, and fostering an inclusive and community-oriented campus culture (July 2024)
- Relaunch of the Care and Concern Cross divisional Student Intervention Committee (September 2024)

#### Goal #2 Progress To Date

- The university launched its first Student Development and Community Engagement Master Plan (December 2024)
- Launched Presidential Fireside Chat Series (September 2024)
- Biweekly reports for all Departments for Continuous Assessment and Improvement (August 2024)

12/9/2024

#### **Student Development and Community Engagement Strategic Plan**

# NJCU

#### Goal #3 Progress To Date

- NJCU launched the Office of Student Persistence and Success (October 2024)
- First Generation Center Framework (December 2024)

#### Goal #4 Progress To Date

- B.I.D.E. (Belonging, Inclusion, Diversity, and Equity) Cross Divisional Committee Launched (October 2024)
- Ask. Listen. Refer Training Launch (December 2024)

#### Goal #7 Progress To Date

 Implementation of Accommodate Software for Office of Specialized Services (October 2024)

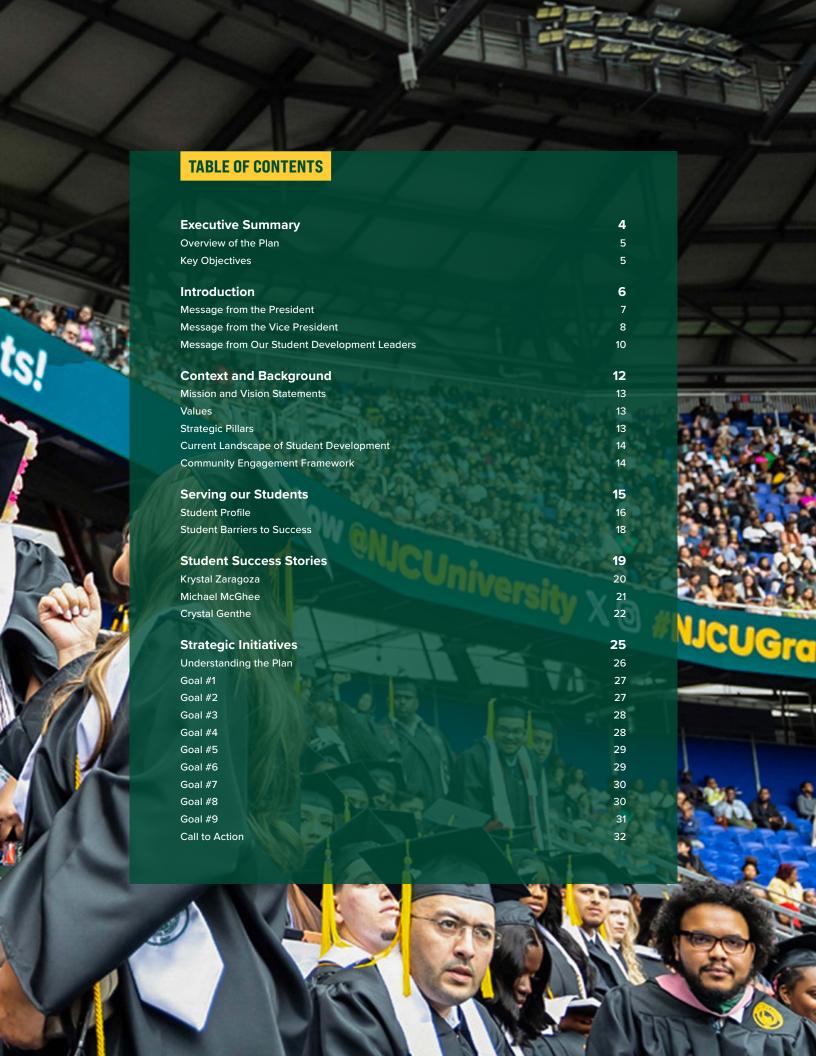
#### Goal #9 Progress To Date

 Women's Soccer and Women's Volleyball Make the Playoffs (November 2024)











#### **OVERVIEW OF THE PLAN**

New Jersey City University (NJCU) is a four-year institution of higher education in Jersey City that serves a diverse and vibrant student population in Hudson County. NJCU is proud to offer students an affordable, diverse, high-quality education close to home, and to provide inclusive educational opportunities for a student body that is largely underserved and underrepresented, including first-generation students and adult learners. Recognizing the complexities of the financial landscape and the resilience of our diverse student body, NJCU is committed to ensuring the long-term sustainability of the institution's mission and delivering best outcomes for students. An NJCU education focuses on students' personal, professional, and civic development to facilitate their socioeconomic mobility and greater earning potential.

The Student Development and Community Engagement Strategic Plan leans heavily into NJCU's mission and employs a student-first approach with an emphasis on the provision of necessary comprehensive support services. To best assist students facing various challenges and barriers to success and remove obstacles to graduation, it is crucial to provide strategic direction that addresses these challenges with a proactive and solutions-oriented approach.

#### **KEY OBJECTIVES**

NJCU boasts a student body that is approximately 70% minority, including 45% Latinx and 21% Black, with more than 54% identifying as first-generation college students. This diversity enriches the campus culture and is a testament to the university's commitment to equity and inclusion. The Strategic Plan will be a springboard to ensure that this community of learners has all the tools and support needed to reach graduation. The goals were formed using the below key objectives:

#### **Key Objective 1: Increase Graduation Rates**

- NJCU has a graduation rate of 39% for full-time undergraduate students within six years. This rate is lower than the national average, highlighting the need for enhanced support services.
- Graduation rates for first-generation students are notably lower, emphasizing the challenges faced by this demographic.

### Key Objective 2: Create a Pathway to Financial Security for Students and their Families

- Around 60% of NJCU students come from families with an annual income of less than \$50,000.
- Approximately 60% of students qualify for Pell Grants, indicating significant financial assistance requirements.

#### Key Objective 3: Address Student Struggles in a Meaningful Way Aligned with Our University Mission

- Surveys indicate that nearly 40% of students report experiencing food insecurity, which has prompted the establishment of food pantries, meal assistance programs, and emergency funds on campus.
- Students need easy access to mental health services in a variety of delivery modalities.
- Historically, NJCU incoming freshmen come from inner city high schools that are considered underperforming or have lower graduation rates.

#### Key Objective 4: Enhance the Student Experience Outside the Classroom

- NJCU's 17 athletic programs compete at the NCAA
   Division III level offering a wide variety of programs,
   including but not limited to basketball, soccer, volleyball,
   track and wrestling.
- Increasing attendance at athletic events promoting school spirit and an opportunity for students to engage socially.
- NJCU hosts over 100 student organizations catering to a wide variety of interests, including cultural, academic, professional and hobbies. Many of these organizations offer leadership roles and a chance to develop key soft skills including active listening, written and oral communication, and teamwork.
- NJCU regularly hosts events to provide engagement and learning beyond the classroom setting.



#### **MESSAGE FROM THE PRESIDENT**

There are moments in the life of a university that transcend institutional frameworks, moments that call upon us to reaffirm who we are and why we exist. As we unveil our Student Development and Community Engagement Strategic Plan, we find ourselves at one such moment. At New Jersey City University, we are not exclusively bound by tradition or limited by convention. We exist to break barriers, champion inclusion, and ensure that every student—regardless of background or circumstance—has the tools to succeed, to persist, and to thrive.

This plan underscores the value of persistence and radical resilience—two qualities our students embody every single day. In 2023, NJCU's former Division of Student Affairs transformed into the Division of Student Development and Community Engagement. This deliberate reorganization reflects a renewed focus on student success, one that prioritizes the support systems and relationships essential to student persistence. This plan has been thoughtfully crafted to honor that resilience and to foster an environment where our students' tenacity is celebrated and nurtured.

NJCU leadership is committed to ensuring the long-term sustainability of the institution's mission and delivering best outcomes for our students. We cannot do this alone.

Realizing this mission requires building deep, sustained partnerships with community leaders, alumni, businesses, and organizations who share our belief in the transformative power of education. Together, we will create a network of support that reaches beyond the campus boundaries, offering students access to resources, mentorship, and opportunities that bolster their academic journeys and prepare them for the future. In our vision, NJCU is not just an institution but a cornerstone of the community—a valued partner in helping to shape a more equitable and prosperous society. To fulfill this vision, we must affirmatively pursue innovative pathways and collaborative structures that strengthen and secure our mission.



It is no secret that
the higher education
environment is changing
dramatically. The future
success of our students
and our institution
requires that university
leadership begins to
think differently, and
out of the box. To
sustain our mission and
to ensure the goals of
this strategic plan can be
achieved will necessitate

us to identify and cultivate strategic relationships, including partnering with a like-minded higher education institution. We must continuously look to evolve and transform if we are to enable the mission of this historic 97-year-old institution to thrive while also ensuring the best outcomes for all students today and in the future.

We know that for many, the path to graduation is filled with obstacles—financial pressures, family responsibilities, personal struggles. By expanding support services, enhancing community engagement, exploring strategic relationships, and implementing innovative programs, we aim to create a culture where resilience is recognized, supported, and rewarded. This plan is our pledge to turn possibility into reality for every student who walks onto our campus.

As we set this plan in motion, I ask each of you to join us, to believe in this mission. Together, we will write the next chapter of our story—one of resilience, community, and boundless potential. Let us do this not just for ourselves, but for everyone who our mission touches and elevates.

Cush Cuto

**Andrés Acebo** *Interim President* 

#### **MESSAGE FROM THE VICE PRESIDENT**

We meet our students where they are.

In the Division of Student Development and Community Engagement, we reiterate this phrase multiple times a day. But what does that mean and why develop an entire Strategic Plan around this concept? At NJCU, student development is more than teaching soft skills and planning social events. We pride ourselves on more than economic and social mobility for our students. We do more than empower them to reach their full potential. We share in their struggles, we see them, we listen, and we remove the barriers as we walk beside them toward graduation and beyond.

This philosophy is not just a catchy slogan; it's the guiding principle that shapes the way we approach our work here at NJCU. Meeting students where they are involves recognizing unique backgrounds, experiences and aspirations. This commitment to our mission allows us to provide personalized support to address each student's specific needs and challenges, whether they are academic, emotional, economic, or social.

The Student Development and Community Engagement Strategic Plan is rooted in the understanding that every student comes to NJCU with a diverse set of experiences and challenges. Our students perform the most complex juggling act in life. They work, tend to their family and loved ones, and persist through a variety of personal hurdles in the pursuit of their degree. When we meet them where they are, we acknowledge these realities and create an individualized plan for each student. We offer flexible learning opportunities beyond the classroom, mentorship and comprehensive mental health and wellness services, all designed to support students in their educational journey.



We are committed to meeting our students where they are, which is even more important as we seek institutional and organizational partnerships to ensure the long-term sustainability of our mission.

Meeting students where they are extends far beyond services. It is also firmly rooted in cultivating a sense of community at NJCU. We create spaces to connect, share and collaborate. We encourage conversations about interest and passions. We provide a platform for future leaders to grow. Through our clubs, organizations and events, we empower students to take ownership of their college experience.

In our Strategic Plan, we have prioritized nine goals that enhance our outreach and impact. This includes the expansion of our support services, improving our current resources and programs, and creating community partnerships and cross-divisional collaborations that emphasize and accelerate our shared goals.

#### Erin J. McCann

Vice President of Student Development and Community Engagement



## MESSAGE FROM OUR STUDENT DEVELOPMENT LEADERS

In today's rapidly evolving educational landscape, effective student development practices are vital for fostering student success, enhancing campus culture, and supporting institutional goals. This plan is a comprehensive resource for administrators, staff, and stakeholders at New Jersey City University involved in strategic planning and implementation. This plan will ensure that the university is best positioned towards the future

This document outlines best practices, actionable frameworks, and real-world examples aimed at inspiring innovative approaches to student engagement, retention, and holistic development. Our goal is to create a vibrant, inclusive, and supportive environment that addresses the diverse needs of all students.

Collaboration among divisions is key to achieving these objectives. By leveraging the strengths and expertise of various departments, we can develop a cohesive strategy

that addresses the multifaceted challenges students face. Interdepartmental partnerships facilitate resource sharing and foster a culture of innovation, allowing us to effectively respond to emerging trends and student needs.

The Division of Student Development and Community Engagement at NJCU plays a pivotal role in fostering a thriving and inclusive campus environment. By promoting cross-campus collaboration, this division connects students, faculty, and staff, creating an integrated approach to student success. It serves as a bridge between academic pursuits and personal growth, ensuring that each student is not only prepared for their professional journey but also equipped with the interpersonal skills necessary for success beyond the classroom. This commitment to holistic development solidifies the division as a cornerstone of NJCU's mission to empower a diverse student body.

Campus engagement is central to the division's efforts.

Through various initiatives, the Division of Student

Development and Community Engagement encourages active



participation in co-curricular activities, leadership programs, and student organizations. These opportunities enhance the student experience while strengthening NJCU's campus culture, fostering a sense of belonging and ownership among students. By creating spaces for student voices to be heard, the division supports a vibrant campus community where everyone is encouraged to contribute and grow.

Moreover, the division's focus on community investment extends beyond NJCU's campus, engaging local neighborhoods and regional partners. Collaborations with businesses, nonprofits, and civic organizations provide NJCU students with real-world experiences that enrich their academic journeys while allowing them to give back to the community. This reciprocal relationship exemplifies NJCU's role as an anchor institution, deeply invested in the economic, social, and cultural fabric of Jersey City and beyond.

In alignment with NJCU's Strategic Enrollment Plan, the Division of Student Development and Community Engagement is essential for attracting and retaining students eager to join an engaged, inclusive, and innovative campus community. Through its leadership in cross-campus collaboration, campus engagement, and community investment, the division ensures that every student has the support, resources, and opportunities needed to succeed during their time at NJCU and in their future endeavors. As we embark on this journey together, we encourage you to reflect on our unique context and aspirations. Let this plan be a catalyst for collaboration, creativity, and continuous improvement in our shared mission to enhance our student experience. Together, we can build a brighter future for our students and our institutions!

#### Dr. Joy L. Smith

Associate Vice President of Student Persistence

#### **Pia Stevens Haynes**

Dean of Students

#### **Robert Cole**

Associate Vice President and Director of Athletics





#### **MISSION AND VISION STATEMENTS**

#### **Mission**

NJCU empowers its students through a highly accessible, equity-driven, and transformative education. An NJCU education focuses on students' personal, professional, and civic development to facilitate their socio-economic mobility. We uplift our diverse community of students, including historically underserved and underrepresented, first-generation, and adult learners.

#### **Vision**

We aim to inspire intellectual curiosity, nurture conscious citizenship and community engagement, and uplift our community through teaching, research, and service by dedicated and supportive faculty, staff, and partnerships that create opportunity.

#### **STRATEGIC PILLARS**









#### **VALUES**

To Know	To Grow	To Connect
Academic excellence	Lifelong learning	Diversity, equity, and inclusion
Knowledge and scholarship	<ul> <li>Discovery and growth</li> </ul>	<ul> <li>Accessibility</li> </ul>
	<ul> <li>Conscious citizenship</li> </ul>	<ul> <li>Sustainability</li> </ul>
	<ul> <li>Socioeconomic mobility</li> </ul>	<ul> <li>Innovation</li> </ul>
	<ul> <li>Empowerment and freedom</li> </ul>	<ul> <li>Civic engagement</li> </ul>
	Leadership	

#### **CURRENT LANDSCAPE OF STUDENT DEVELOPMENT**

A college degree is no longer seen as the only pathway to economic mobility and a better quality of life. While access to higher education has made significant strides, students from low-income backgrounds, particularly minorities, face more challenges today that can hinder their persistence and success. In addition, challenges faced by student affairs professionals in supporting these students have created additional barriers amidst rapidly challenging government regulations, rising cost of living, and complex student needs.

The individualized support that students require have most certainly impacted how student affairs professionals approach the student experience. A focus on metrics can often overshadow the needs of our most underrepresented and underserved students. This can lead to a desire to quantify outcomes when it is more appropriate to detail qualitative measures that address students' well-being. The challenges today's student faces are multifaceted. Students not only require financial resources and academic tutoring, but health and wellness support coupled by mental health and specialized services tailored to their unique needs. Student affairs professionals must provide mentorship, encouragement, mental and physical health response in a single student encounter. Students often lack the family support, so they look to faculty, staff, and administration to provide the care and concern required for them to persist to graduation.

#### **COMMUNITY ENGAGEMENT FRAMEWORK**

At NJCU, students are encouraged to gain real world experience to prepare them for life outside the university. Engaging with the community gives students the opportunity to apply their classroom learning in a safe and supportive environment. This involvement not only helps them build confidence and leadership abilities but also encourages them to become active, informed citizens who recognize their role in strengthening and lifting their communities. NJCU strives to prepare students to be conscientious thought leaders in today's global workforce. As they are provided with opportunities to connect with local leaders and organizations, students build their own personal and professional networks, which will be invaluable in their future careers. Additionally, community engagement enriches campus life, creating a sense of belonging and shared purpose among students while also making a positive impact on the surrounding community.



#### **STUDENT PROFILE**

As of Fall 2023, our university's enrollment reflects a vibrant and diverse community, with a total of 5,833 students—comprised of 4,209 undergraduates and 1,624 graduate students. This profile captures the demographics, academic pursuits, and personal backgrounds of our student body, highlighting their unique contributions to the university environment.

Among undergraduates, Hispanic students represent the largest group at 48%, followed by Black students at 20% and White students at 16%. Graduate students also reflect this diversity, with 27% Hispanic, 15% Black and 45% White students. The presence of International Students is noted, with 122 enrolled across both undergraduate and graduate.

The gender breakdown indicates a notable female enrollment, with 3,662 females (63%) compared to 2,151 males (37%) across all students. In undergraduate programs, females account for 57% of the population, while in graduate programs, they represent 77%.

A significant majority of students are from within the state, with 5,568 (95%) originating from New Jersey. A small but noteworthy portion comes from out-of-state and international locations, including 187 out-of-state students and 78 living internationally

The academic interests of our undergraduates are varied, with a strong emphasis on fields such as Business Management (441), Biology (412 students), and Psychology (404). Notably, many students are pursuing second majors, particularly in education, reflecting a commitment to teaching and community service. Graduate students are primarily enrolled in fields related to education, with Early Childhood Education (225), Counselor Education (160), and Educational Technology (128) among the most popular programs. The Health Sciences department also attracts a significant number, with 115 students enrolled.

The undergraduate student body is predominantly young, with 38% aged between 21-23 and 31% aged between 18-20. Conversely, the graduate population spans a broader age range, with the majority (about 17%) aged 24-27 and many students aged 32-35 (15%).

The university prioritizes inclusivity and support for its diverse student population. Notably, 1,709 undergraduates identify as first-generation college students, representing 41% of the undergraduate population. Various support programs are available, including veteran services, Opportunity Scholarship Program/Educational Opportunity Fund (OSP/EOF) and honors programs, which cater to specific student needs. The University also supports an NCAA Division III athletic program with 268 students participating in 17 men's, women's and co-ed sports teams.

Financial accessibility is a cornerstone of our institution's mission. Among undergraduates, 1,528 students have an Expected Family Contribution (EFC) of zero, highlighting the critical role of financial aid. The average Pell grant awarded is \$5,810, with additional support from state programs like the TAG Award averaging \$3,070.

Our commitment to Hudson County and close-to-home academic opportunities for our diverse student population makes us an integral part of the New Jersey's higher education landscape, one which the State has recognized and celebrated. This makes us an attractive potential partner to other institutions in our region.



#### **STUDENT BARRIERS TO SUCCESS**

As noted by the Student Profile, NJCU serves a diverse student population, a reflection of the urban environment in which it is located. As with many institutions, NJCU students face a range of barriers that impact their ability to persist, particularly in terms of graduation and retention rates.

Nationally, the six-year graduation rate for public four-year institutions hovers around 62%. In comparison, NJCU's six-year graduation rate has historically been lower, with recent data indicating rates of 39%. This gap highlights significant challenges faced by NJCU students that are not as prevalent at many other institutions.

Nationally, the average first-year retention rate for public universities is approximately 80%. In contrast, NJCU's retention rate is closer to 70%, indicating that a larger proportion of students are not returning for their second year.

One of the major barriers to success is financial constraint. 41% of students identify as first-generation college students and many come from low-income backgrounds. According to recent statistics, around 60% of NJCU undergraduates receive Pell Grants, indicating a high level of financial need. This financial strain often forces students to work part-time or full-time jobs, which can detract from their academic focus and reduce their ability to engage fully with campus resources.

Personal issues, including health concerns, family responsibilities, and housing instability, disproportionately affect students at NJCU. Many students are juggling multiple roles—such as worker, caregiver, and student—which can lead to increased stress and reduced academic performance. Nationally, research indicates that around 25% of college students report experiencing food or housing insecurity, and anecdotal evidence suggests similar or higher rates among NJCU students which is evidenced by the students who actively use the on-campus food pantry.

NJCU's student body is diverse, representing a wide array of cultural backgrounds. While this diversity enriches the campus community, it can also present unique challenges. Students from marginalized backgrounds may experience feelings of isolation or lack access to culturally relevant support. This can affect their engagement and sense of belonging, which are crucial for retention.



#### **KRYSTAL ZARAGOZA**

My name is Krystal Zaragoza, and I am a sophomore at New Jersey City University, pursuing a bachelor's degree in psychology with a minor in Public Health Science. Following my undergraduate studies, I intend to further my education by obtaining a master's degree.

I am deeply inspired by my mother, who was the first in our family to graduate from college. Her determination and resilience as a single mother have instilled in me the values of independence and perseverance. She has always emphasized that attending college is not just an option, but a necessity, and I am committed to making her proud while continuing our family's legacy of academic achievement.

Since my freshman year, I have been working in the NJCU Foundation Office, where I have gained valuable career skills, networked with donors, and connected with students whose lives have been positively impacted by our alumni and supporters. Currently, I serve as the Vice President of Finance for the NJCU Student Government Association and as a peer mentor for the OSP program.

In my previous role at the SOAR Office, I also assisted freshmen in navigating their college experience, providing guidance on financial assistance programs, financial aid workshops, time management, and college etiquette. I am passionate about supporting my peers and contributing to the NJCU community and would not be where I am today without the support of NJCU's dedicated staff and faculty. I will forever be grateful for the experiences and life lessons I gained during my time here at NJCU.



#### **MICHAEL MCGHEE**

My name is Michael McGehee, and I'm a senior at NJCU, having come all the way here from Avondale, Arizona. I'm majoring in Criminal Justice with a minor in Marketing, and after graduation, I plan to pursue a career as a police officer, with the goal of becoming a homicide investigator—either here in New Jersey or back home in Arizona.

Sports have always been a huge part of my life, thanks to my dad, Mike McGehee, who played professional baseball for the Chicago Cubs. He's my biggest supporter but also my toughest critic, always reminding me that someone out there is putting in the work, so why shouldn't I? That push to give 110%, whether it's on the court or in the classroom, has been a guiding force for me. My mom, Kristie, and my brother, Austin, have also been by my side, supporting me through everything.

My time at NJCU has been life-changing, though it hasn't been easy. I've faced losses, injuries, and setbacks that seemed to come just as I was hitting my stride. But this community—our athletic training staff, administrators, and students—has kept me grounded and encouraged me to keep going. I've learned that nothing here is handed to you, and I believe that's a "Jersey motto." Everyone I've met at NJCU works for what they have, and they never shy away from a challenge. That grit is what kept me here, pushing through each setback.

I've also found a new passion here at NJCU: broadcasting. There's something thrilling about being the voice that captures the intensity of each play, bringing the audience along with every moment. Watching high-level athletes clash and being able to share that excitement with others has been an incredible experience, and I'm grateful for the chance to be part of it.



#### **CRYSTAL GENTHE**

As a first-generation honors student graduating with a bachelor's degree in Exercise Science in Spring 2025, my time at NJCU has been filled with transformative experiences. Each new semester brought fresh challenges and growth opportunities, equipping me with essential leadership skills and resources to shape my future. Among my most meaningful accomplishments are my roles as Executive Vice President for the Student Government Association and Creative Director for the recently revived Dance Club, relaunched on campus in Fall 2024.

My various roles within the Student Government Association have taught me invaluable organizational, communication, and leadership skills. These experiences provided the foundation to successfully lead the Dance Club's revival during my senior year. Although each position I've held has been significant, my role as Creative Director for the Dance Club represents the legacy, I hope to leave at NJCU, embodying my commitment to creativity, collaboration, and campus life.







SERVE AND ADVOCATE NJCU'S DYNAMIC STUDENT COMMUNITY, INCLUDING HISTORICALLY UNDERSERVED AND UNDERREPRESENTED, FIRST-GENERATION STUDENTS, FOREIGN BORN, COMMUTERS, ADULT, AND NON-TRADITIONAL STUDENTS.

#### **KPIs**

- Percentage of Students from Historically
   Underserved Groups: Track the percentage of enrolled students who belong to historically underserved groups and are not associated with a cohort and increase graduation rates by 8%.
- **First-Generation Student Retention Rate:** Increase the retention rates of first-generation students by 10%.
- Commuter Student Engagement Index: Monitor
  participation rates and feedback from commuter students
  on engagement activities and increase satisfaction by 20%.
- Adult Learner Enrollment Growth: Increase the graduation rate of adult learners and non-traditional students in degree programs by 10%.

#### **KOAs**

- Increased Retention of Historically Underserved Groups: Achieve 5% growth in the retention of underserved groups.
- Enhanced Support Services for Diverse Populations:
   Demonstrate improvements in support services based on feedback from these student groups.
- Successful Integration Programs: Develop and evaluate programs that effectively integrate diverse student populations into the campus community through the creation and integration of a First-Generation Center and Center for Student Persistence and Success.
- Targeted Professional Development for Managers/ Staff: Demonstrate mission alignment and required impact to student persistence for all professional development.

#### **GOAL #2**

STRENGTHEN STUDENT DEVELOPMENT BY CREATING A CULTURE OF COLLABORATION ACROSS CAMPUS THROUGH COMMUNITY ENGAGEMENT AND STUDENT AND ACADEMIC SUPPORT SERVICES TO REALIZE A COHESIVE APPROACH TO STUDENT SUCCESS.

#### **KPIs**

- Interdepartmental Collaboration Projects: Increase the numbers of collaborative projects between different campus departments to ensure a minimum of four (4) cross collaboration programs per semester.
- Student Satisfaction with Support Services: Use surveys to create a baseline in year one to gauge student satisfaction with the integration of academic and support services culminating in a 15% increase in student satisfaction in year four.
- Cross-Functional Workshop Participation Rates: Track participation rates in workshops and events designed to foster collaboration across campus to provide a more robust activities calendar.

- Improved Student Success Metrics: Measured improvements in academic performance and student success resulting from enhanced collaboration from year one to year four.
- Effective Interdepartmental Communication: Assess the effectiveness of communication and collaboration between departments based on feedback and outcomes.

# PROVIDE ALL STUDENTS WITH ACCESS TO THE NECESSARY SUPPORT SERVICES AND RESOURCES TO THRIVE ACADEMICALLY, PROFESSIONALLY AND PERSONALLY.

#### **KPIs**

- Utilization Rate of Support Services: Track how
   often students use academic, professional, and personal
   support services to ensure a 10% increase in retention of
   population of students utilizing these services.
- Availability of Resources: Ensure all support services are adequately staffed and accessible.
- Student Satisfaction with Support Services: Conduct annual surveys to assess satisfaction with the support services provided.

#### **KOAs**

- Increased Resource Accessibility: Achieve higher levels of access to support services for all students by establishing a Center for Student Persistence and Success and a First-Generation center.
- Enhanced Service Quality: Improve the quality and effectiveness of support services based on student feedback and outcomes.
- Prioritize On-Campus Programming: Create on campus events and programming to create a vibrant campus experience and maximize students able to attend and benefit.



#### **GOAL #4**

# CULTIVATE A CAMPUS CULTURE WITH A SUPPORTIVE AND ACCESSIBLE FRAMEWORK FOR MENTAL HEALTH AND WELLNESS.

#### **KPIs**

- **Diversity and Inclusion Training Participation:** Measure the number of faculty, staff, and students participating in diversity and inclusion training.
- **Mental Health Service Utilization:** Track the usage rates of mental health and wellness services.

- Positive Changes in Campus Climate: Achieve
  measurable improvements in campus climate related to
  diversity and inclusion through the creation of the BIDE
  (Belonging, Inclusion, Diversity and Equity) initiative.
- Enhanced Support for Mental Health: Demonstrate increased effectiveness and accessibility of mental health resources and campus knowledge of available resources both on and off campus.



# INCREASE INTER-AND INTRA-MENTORING RELATIONSHIPS BETWEEN STUDENTS, FACULTY, STAFF, AND COMMUNITY MEMBERS.

#### **KPIs**

- Mentoring Program Participation Rates: Track the number of students, faculty, and staff participating in mentoring programs for students not in a recognized cohort/group.
- Mentoring Relationship Satisfaction: Survey participants to measure satisfaction with mentoring relationships.
- Success Stories and Outcomes: Document and analyze the success stories and outcomes of mentoring relationships with the Office of University Communications and Marketing.

#### **KOAs**

- Increased Mentoring Connections: Achieve 20% growth in the number and quality of mentoring relationships on campus for students not in a recognized cohort by utilizing the alumni affairs office to reconnect former students.
- Successful Mentoring Outcomes: Demonstrate positive outcomes and impacts resulting from mentoring programs.

#### **GOAL #6**

#### ENSURE A UNIVERSITY-WIDE CAMPUS ENVIRON-MENT FOR STUDENTS TO EXPLORE AND DEVELOP THEIR PERSONAL AND PROFESSIONAL IDENTITIES.

#### **KPIs**

- **Identity Exploration Program Participation:** Measure the number of students engaging in identity exploration programs.
- Student Club and Organization Leadership
   Opportunities: Increase the number of engaged leaders on campus through opportunities in student clubs and organizations.
- Student Feedback on Campus Environment: Collect feedback on the campus environment's supportiveness and inclusivity.

- Enhanced Campus Environment: Achieve improvements in the campus offering that support leadership and professional growth for students.
- Increased Student Engagement in Clubs and Organizations: Demonstrate growth in student participation in leadership opportunities in clubs and organizations.



# IMPLEMENT UNIVERSAL DESIGN PRINCIPLES IN ALL CAMPUS SPACES AND ACTIVITIES TO ENSURE AN INCLUSIVE ENVIRONMENT FOR STUDENTS WITH DISABILITIES AND OTHER DIVERSE NEEDS.

#### **KPIs**

- Percentage of Campus Spaces Adhering to Universal Design: Measure the percentage of campus spaces that meet universal design principles.
- Accessibility Compliance Rates: Track compliance rates with accessibility standards and regulations.
- Student Feedback on Accessibility: Collect feedback from students regarding the accessibility of campus spaces and activities to demonstrate positive progress.

#### **KOAs**

- Increased Compliance with Universal Design: Achieve higher compliance with universal design principles in campus spaces.
- Improved Accessibility: Demonstrate marked improvements in accessibility and inclusivity in campus activities and environments.
- Ensure appropriate universal accessibility with wayfaring through continued review with the Office of University Communications and Marketing.

#### **GOAL #8**

# PROVIDE RESOURCES AND OPPORTUNITIES FOR STUDENTS TO ENHANCE THEIR PERSONAL GROWTH AND DEVELOP KEY SOFT SKILLS.

#### **KPIs**

- Participation in Personal Growth Workshops: Track
  the number of students participating in workshops aimed
  at personal growth and soft skills development.
- Skills Improvement Assessments: Measure improvements in key soft skills through pre- and post-workshop assessments.
- Student Satisfaction with Development Resources:
   Use surveys to assess satisfaction with resources provided for personal growth.

- Enhanced Personal Growth Opportunities: Achieve growth in the availability and effectiveness of personal growth and soft skills development resources.
- Improved Soft Skills in Students: Demonstrate measurable improvements in students' soft skills and personal development.



# CREATE A PREEMINENT STUDENT-ATHLETE EXPERIENCE IN NCAA DIVISION III COLLEGE ATHLETICS.

#### **KPIs**

- Athlete Satisfaction Scores: Survey student-athletes to measure their satisfaction with their overall experience with a goal of 80% satisfaction of athletes.
- Athletic Program Success Metrics: Track success metrics such as athletic performance, academic achievement, and graduation rates among studentathletes.
- **Support Services Utilization:** Monitor the usage and effectiveness of support services specifically for student-athletes.

- Enhanced Student-Athlete Experience: Achieve high levels of satisfaction and success among student-athletes.
- Successful Athletic and Academic Integration: Increase athlete graduation rates and team GPAs by successfully integrated academic support service funding through a targeted capital campaign.





#### **CALL TO ACTION**

As we embark on the implementation of the Strategic Plan for Student Development and Community Engagement at NJCU, we invite every member of our community—students, faculty, staff, and alumni—to join us in this transformative journey. Our plan is not just a roadmap; it's a commitment to our diverse student body, especially those who are underserved and underrepresented.

By focusing on our key objectives—enhancing graduation rates, creating pathways to financial security, addressing student struggles meaningfully, and enriching the student experience—we can collectively foster an inclusive and supportive environment where every student thrives. The challenges our students face are real, but so is their resilience and potential.

We believe that together, we can make a significant impact. Let us work hand in hand to elevate our support services, enhance student engagement, and cultivate a culture of collaboration that values every voice. As we implement initiatives designed to empower our students, your participation is crucial.

Whether through mentoring, sharing your success stories, engaging in campus events, or simply providing feedback, you have the power to shape the future of NJCU. Let's create a community where every student can succeed, graduate, and pursue their dreams with confidence.











# NJCU

Student success and retention



Faculty and Staff Development



Academic Programming

# NJCU

### Student Success and Retention

#### **GearUp/College Bound Program**

 Welcomed over 225 students at the start of the Fall semester, exceeding the established New Jersey State goal. NJCU's GearUp program received recognition by NCCEP during national GearUp week for its programming and advocacy.

#### **Summer Bridge Program Analysis**

 Conducted an in-depth review of midterm grades for Summer Bridge participants and identified Math as a significant barrier to student progress. In response, NJCU is expanding the Math Emporium program to include winter and summer sessions.

#### **Learning Commons Launch**

 Established the Learning Commons to enhance in-person academic support for students. The services offered include in-person tutoring and student success workshops, providing essential resources to foster academic excellence.

#### **Exploration of Al-Powered Tutoring Services**

Initiated exploration of the online tutoring platform *Tutor Ocean*, which utilizes AI to enhance academic support. Research from Georgia State University indicates an 85% improvement in student success rates for courses such as Introduction to Psychology and College Algebra.

### NICU Student Success and Retention

#### **Ten-Year Longitudinal Study of Access Programs**

Completed a decade-long analysis of specialized access programs to establish baseline metrics.
 Key findings include:

The TRIO program demonstrated the highest increases in student persistence, retention, and graduation rates.

#### For the last reporting period (Fall 2023):

- Average GPA of TRIO students (Spring 2024): 3.05
- Retention rates (Spring 2024): Over 87%
- Average time to graduation: 4.25 years

#### Men of Color Initiative (MOCI) Program

• Preparing an inaugural year-in-review report for release by year-end. Preliminary data suggests that minority males participating in the program demonstrate higher levels of engagement and outperform non-MOCI participants academically.

# NJCU

## **Academic Programming**

- Dual Enrollment: 150 students fall 24; 13 active partnerships
- International: 40% increase fall 24.
- Honors Initiatives: 1) local students who performed well in their last year of HS but not their entire HS career. 2) Transfer Students
- Community Colleges: CONNECT growth in pathways. Implementing Mercer and Essex. UCC, Raritan, Passaic, Bergen, and BMCC ongoing.
- Orientation to College Redesign: Half Careers and Half Extended Orientation
- NJCU Complete: Winter credit recovery program for students at risk of failing.
- Continuous Improvement: piloting new Assessment Management System in fall 2024.
- Prior-learning Credits: rolling out opportunities for students to earn up to 45 credits
- Schedule: Strategic analysis of schedule to support student success and retention

# NJCU

### **Faculty and Staff Development**

**Grants:** Dr. Muriel Rand (Sociology and Social Work) received a **\$3 million** grant to support professional pathways for underrepresented groups in graduate programs; Dr. Vaibavee (Counselor Education) worked with the Jersey City Board of Education on a successful **\$4.8 million** grant to enhance mental health services in Jersey City schools. Dr. Moi Chattergee (Computer Science) received a presitigious grant from NASA. One of our STEM grants is providing support for faculty members and staff to develop policy and best practices around AI.

Online Learning: NJCU has fully made the leap to Blackboard Ultra as its sole learning management system. Multiple training sessions were provided to help with the adjustment. In addition, Online Learning has been working with BibliU to roll out NJCU's e-book program, which ensures all students have their course materials provided by the University. A new professional development initiative is to feature the online courses of faculty who have mastered the platform, starting with history adjunct faculty member, Dr. Nina McCune.

LATI Center: In addition to hosting a series of events for Hispanic Heritage Month, the co-directors of the LATI Center have been exploring opportunities to get sub-award grant support from the University of Pittsburgh, which has one of the nation's pre-eminent Latinx Studies programs. The full details are still being worked out.

Reappointment, Tenure, and Promotion: Faculty cases are making their way smoothly through Interfolio. The President announced 5 promotions.