



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

**BOARD OF TRUSTEES
MEETING NOTICE
February 21, 2023
5:30 p.m.**

NJCU – Hepburn Hall Gothic Lounge 202
(Details below)

AGENDA

- I. Roll Call
- II. Approval of the Minutes from the September 1, 12, and 28, 2022 meetings..... (Action item)
- III. Chair’s Report
- IV. Interim President’s Report (FYI only)
 - A. Inaugural Presidential Presentation and Mission Statement
 - B. Student Update
 - C. FY23 Finance and Budget Update
 - D. Academic Portfolio Review
- V. Committee Reports
 - A. Executive Committee**
 - 1. Ratification of Interim President Andrés Acebo Appointment..... (Action item)
 - 2. Personnel Actions..... (Action item)
 - 3. Approval of Emergency Management Plan Amendment..... (Action item)
 - 4. Project Labor Agreement and MOU Ratification..... (Action item)
 - 5. Approval of NJCU and Robert Wood Johnson Barnabas Greenville MOU.. (Action item)
 - 6. 2023-2024 Board of Trustees Meeting Schedule..... (Action item)
 - B. Finance and Audit Committee (FYI only)**
 - C. Nominations & Governance Committee (FYI only)**
 - D. Mission Committee**
 - 1. Academic Portfolio Review Recommendations..... (Action item)
- VI. Old Business
- VII. New Business
- VIII. Next Meeting – Monday, April 24, 2023
- IX. Adjournment

SCHEDULE

- 4:00 p.m. Executive Session (closed session)
- 5:30 p.m. Public Session, NJCU 2039 John F. Kennedy Boulevard, Jersey City, NJ 07305,
Hepburn Hall – Gothic Lounge 202

**New Jersey City University
Board of Trustees – Special Meeting
September 1, 2022**

Public Session

ATTENDING:

Mr. Joseph Scott, Chair
Mr. Luke Visconti, Vice Chair (Zoom)
Dr. Steven Chang (Zoom)
Mr. Edward Fowlkes
Mr. James Jacobson (Zoom)
Mr. Carlos Lejnieks (Zoom)
Rafael Perez (Zoom)
Dr. Irene Trowell-Harris (Zoom)
Dr. Edward Whittaker (Zoom)
Jason Kroll, Acting President *ex officio*
Mr. Andrés Acebo, Executive Vice President and University Counsel

Mr. Acebo welcomed the public who joined at the NJCU Main Campus – Gothic Lounge.

The meeting was called to order at 3:00 PM by Mr. Acebo.

Mr. Acebo requested a motion for the board to move into executive session prior to the public session in order 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. The motion was moved by Mr. Scott and seconded by Mr. Perez. (Yes-Mr. Scott, Mr. Chang, Mr. Fowlkes, Mr. Jacobson, Mr. Lejnieks, Mr. Perez, Dr. Trowell-Harris, Mr. Visconti, Dr. Whittaker; No-None; Abstention-None). The motion passed.

The meeting was recalled to order at 4:02 PM by Mr. Acebo.

NOTICE OF MEETING

Mr. Acebo noted that the time, date, location and agenda for this meeting were mailed to the Jersey Journal, the Star-Ledger, Office of the Secretary of State, Senate Majority Office, Council of New Jersey State College Locals and the New Jersey Association of State Colleges and Universities on August 25, 2022. Notice of this meeting was also posted on the University’s email system and website.

REQUEST TO SPEAK

The following individual requested to speak at the public session of the board and were called forward by Mr. Acebo:

AFT Local President Barbara Hildner addressed the Board noting the impact of the financial crisis on the NJCU community. AFT Local President Barbara Hildner addressed the Board noting the cooperative relationship

between the Union, the Administration, and the Board, and welcoming to foster additional opportunities for the Board to get together with Faculty and Staff in the future.

CHAIR’S REPORT

Mr. Scott thanked the members of the Board for their support of the University mission.

PRESIDENT’S REPORT

Acting President Kroll thanked the Board of Trustees for their support and guidance through the financial challenges and expressed his support on leading the institution .

EXECUTIVE COMMITTEE

Mr. Acebo put forward the request to approve the Resolution for Professional Services in Appointing a Commercial Real Estate Firm. The motion was moved by Mr. Fowlkes and seconded by Mr. Scott. (Yes-Mr. Scott, Mr. Chang, Mr. Fowlkes, Mr. Jacobson, Mr. Lejnieks, Mr. Perez, Dr. Trowell-Harris, Mr. Visconti, Dr. Whittaker; No-None; Abstention- None). The motion passed.

NEW JERSEY CITY UNIVERSITY

RESOLUTION FOR PROFESSIONAL SERVICES

WHEREAS: Pursuant to the New Jersey State Contracts Law (N.J.S.A. 18A:64-52 et seq.) New Jersey City University must advertise for bids on all contracts for goods and services which exceed \$100,000 except under circumstances specified in the statute where bids may be waived; and

WHEREAS: The subject matter consists of professional services that may be waived under the New Jersey State College Contracts Law, N.J.S.A. 18A:64-56a.1; and

WHEREAS: The Board of Trustees charged New Jersey City University with making a recommendation regarding the retention of a corporate real estate services firm to represent the University; and

WHEREAS: New Jersey City University issued a Request for Information (RFI) by Procurement Services and received two (2) proposals; and

WHEREAS: The University evaluated both proposals and recommends the CBRE proposal to the Board, and requests authorization to enter into a real estate professional services agreement with CBRE; be it therefore

RESOLVED: That the Board of Trustees of New Jersey City University on this 1st day of September, 2022 does hereby authorize the University to enter into an agreement with the CBRE Group for their services relating to real estate and authorizes the University to make payments for services rendered to the University subject to the review of the Vice President and Chief Operating Officer.



Executive Vice President and University Counsel

September 1, 2022

Mr. Acebo put forward the request to approve the Resolution Appointing Special Counsel Lowenstein Sandler LLP for Legal Services. The motion was moved by Mr. Scott and seconded by Mr. Fowlkes (Yes-Mr. Scott, Mr. Chang, Mr. Fowlkes, Mr. Jacobson, Mr. Lejnieks, Mr. Perez, Dr. Trowell-Harris, Mr. Visconti, Dr. Whittaker; No-None; Abstention- None). The motion passed.

**NEW JERSEY CITY UNIVERSITY
RESOLUTION FOR THE WAIVER OF ADVERTISING OF LEGAL SERVICES**

- WHEREAS:** Pursuant to the State College Contracts Law (N.J.S.A. 18A:64-52 et seq.) State colleges and universities are required to advertise for bids on contracts for goods and services which exceed the bid threshold amount of \$35,000 except under circumstances specified in the statute where bids may be waived by the governing board of the State institution; and
- WHEREAS:** The subject matter consists of professional legal services that may be waived under the State College Contracts Law, N.J.S.A. 18a:64-56a:1; and
- WHEREAS:** New Jersey City University seeks authorization to enter into a legal services agreement with the firm of Lowenstein Sandler LLP, an agreement which exceeds the bid threshold without bid; and
- WHEREAS:** The University has determined that specialized professional legal services are necessary in furtherance of the University’s continued cooperation with a confidential investigation being conducted by a third-party government entity and that the firm’s experience and expertise is necessary and appropriate to assist University Counsel in the provision of general advice, guidance, and due diligence with respect to this cooperation, and that the time frame and demands of the confidential investigation require immediate and continuing access to the firm’s expertise and experience; and
- WHEREAS:** Lowenstein Sandler LLP is providing necessary services on behalf of the University in collaboration with University Counsel and under the supervision of same, and such services will need to continue during this fiscal year; and
- WHEREAS:** The University is requesting waiver of bid advertisement for engagement of professional legal services and authorization to make payment for services rendered to the University subject to the approval of the Executive Vice President and University Counsel to ensure that the University fully complies with its legal obligations; be it therefore

RESOLVED: That the Board of Trustees of New Jersey City University on this 1st day of September, 2022 does hereby authorize the University to enter a professional legal services agreement with Lowenstein Sandler LLP, and authorizes the University to make payments for services rendered subject to the review of the Executive Vice President and University Counsel.



Executive Vice President and University Counsel

September 1, 2022

Mr. Acebo put forward the request to approve the Resolution Ratifying Memorandum of Understanding with Jersey City Medical Center for Health Center. The motion was moved by Mr. Fowlkes and seconded by Mr. Scott (Yes-Mr. Scott, Mr. Chang, Mr. Fowlkes, Mr. Jacobson, Mr. Perez, Dr. Trowell-Harris, Mr. Visconti, Dr. Whittaker; No-None; Abstention- Mr. Lejniaks, as he currently serves as Chairman of the JCMS board. The motion passed.

NEW JERSEY CITY UNIVERSITY RESOLUTION

AUTHORIZATION RATIFYING MEMORANDUM OF UNDERSTANDING BETWEEN NEW JERSEY CITY UNIVERSITY AND JERSEY CITY MEDICAL CENTER FOR HEALTH CENTER SERVICES

WHEREAS: The Board of Trustees of New Jersey City University has general supervision over New Jersey City University (University) and has authority in matters involving the programs and degree levels to be offered by the University consistent with the University’s programmatic mission and institutional plan, N.J.S.A. 18A:64-1 and -6; and

WHEREAS: The Board, in addition to the other powers and duties provided by law, has and may exercise the powers, rights, and privileges that are incidental to the proper government, conduct, and management of the University and the control of its properties and funds and such powers granted to the University or the Board or reasonably implied, may be exercised without recourse or reference to any department or agency of the State, except as otherwise provided by applicable law; and

WHEREAS: Consistent with the mission of the University to provide a diverse population with an excellent education and the institutional strategic plan which provides for the enhancement of academic excellence and the achievement of academic, personal, and social student success; and

WHEREAS: The University and Jersey City Medical Center (JCMC) intend to execute a Memorandum of Understanding reflecting the desire of both parties to provide primary medical services to the students and faculty of the University; and

WHEREAS: The University and JCMC will be working collaboratively to provide medical services to University students and faculty, regardless of the patient’s inability to pay for services, which will inure to the benefit of all students and faculty in need of medical care; be it therefore

RESOLVED: That the Board of Trustees of New Jersey City University on September 1, 2022 hereby executes and

approves the Memorandum of Understanding between the University and JCMC for the provision of medical services to University students and faculty, with the terms set forth in the document attached herein.



Executive Vice President and University Counsel

September 1, 2022

Mr. Acebo put forward the request to approve the Resolution Authorizing Higher Education Facilities Trust (HEFT) Grant Submission. The motion was moved by Mr. Jacobson and seconded by Mr. Scott (Yes-Mr. Scott, Mr. Chang, Mr. Fowlkes, Mr. Jacobson, Mr. Lejnieks, Mr. Perez, Dr. Trowell-Harris, Mr. Visconti, Dr. Whittaker; No-None; Abstention- None). The motion passed.

RESOLUTION

APPROVING AND AUTHORIZING THE UNDERTAKING AND IMPLEMENTATION OF A PROJECT, "REIMAGINING THE LIBRARY: THE NJCU COMMONS FOR LEARNING AND ACADEMIC ENGAGEMENT" CONSISTING OF THE RENOVATION AND MODERNIZATION OF THE FIRST AND FOURTH FLOORS OF THE GUARINI LIBRARY FOR A STUDENT SUCCESS AND FACULTY EXCELLENCE PROJECT AND AUTHORIZING THE FINANCING OF ALL OR A PORTION OF THE PROJECT THROUGH PROGRAMS MADE AVAILABLE BY THE STATE OF NEW JERSEY FOR NEW JERSEY INSTITUTIONS OF HIGHER EDUCATION AND OTHER AVAILABLE FUNDING SOURCES; APPROVING AND AUTHORIZING THE FORM OF THE APPLICATION FOR THIS PROJECT TO THE SECRETARY OF HIGHER EDUCATION FOR PARTICIPATION IN SUCH PROGRAMS AS ARE APPLICABLE TO THE PROJECT WITH SUCH CHANGES AS ARE APPROVED BY THE OFFICERS OF THE INSTITUTION DESIGNATED HEREIN AND THE SUBMISSION OF THE APPLICATION TO THE SECRETARY OF HIGHER EDUCATION; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF ANY AND ALL AGREEMENTS IN CONNECTION WITH UNDERTAKING, IMPLEMENTING AND FINANCING THE PROJECT IN THE FORMS APPROVED BY THE OFFICERS OF THE INSTITUTION EXECUTING SUCH AGREEMENTS; AND DESIGNATING AND AUTHORIZING THE OFFICERS OF THE INSTITUTION TO TAKE THE AFOREMENTIONED ACTIONS AND TO TAKE ANY AND ALL SUCH OTHER ACTIONS DEEMED NECESSARY OR DESIRABLE TO UNDERTAKE, IMPLEMENT AND FINANCE THE PROJECT.

WHEREAS: The Board of Trustees (the "Board") of New Jersey City University (the "Institution") desires to approve the undertaking and implementation of Reimagining the Library: The NJCU Commons for Learning and Academic Engagement (the "Project");

WHEREAS: The Project consists of the modernization and renovation of the first and fourth

floors of the Guarini Library for a student success and faculty excellence project via a one-stop/learning commons model. This includes the Career Success Lab, Student Learning Center, Center for Online Learning, Center for Teaching and Learning, and the Office of Research, Grants and Sponsored Programs.

WHEREAS: The Board desires to approve the aggregate costs of the Project paid and or financed through all sources in an amount not to exceed \$16.5 million; and

WHEREAS: The Board desires to finance all or a portion of the Project through the Higher Education Facilities Trust Fund Act, N.J.S.A. 18A: 72A- 49 et seq. ("HEFT"); and

WHEREAS: The Board has determined that the Project will assist in promoting and implementing a learning commons model and providing a benefit to the Institution; and

WHEREAS: The Board desires to approve financing of all or portions of the Project through HEFT; and

WHEREAS: The Board wishes to approve the form of the Application to be submitted to the Secretary of Higher Education (the "Secretary") for the Proposed Program for the Project and to designate and authorize officers of the Institution to take necessary and desirable actions to undertake, implement and submit to the Secretary the Application for the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES AS FOLLOWS:

SECTION 1. The Board approves the Project and authorizes the undertaking, implementation, and financing of the Project in a maximum aggregate amount not to exceed \$16.5 million (including Financing Costs).

SECTION 2. The Board approves the financing of all or any portion of the Project through HEFT. The Board approves the Application for funding of the Project through such Programs in the form submitted to the Board and authorizes and directs the herein defined Designated Officers to submit such Application to the Secretary with such changes, modifications, and additions as are approved by the Designated Officers and such changes, modifications and additions shall be conclusively evidenced by the submission of the Application to the Secretary. The Board expressly directs and authorizes the Designated Officers to submit the Long Range Facilities Plan in the Application for any Program for which it is required. The Board acknowledges and agrees that approval of the Application and receipt of funds pursuant to the Programs will obligate the Institution to (a) provide funds for the operation and maintenance of the Project, (b) contribute to the cost of the Project, and (c) fulfill other conditions imposed under the Programs and hereby directs and authorizes the Designated Officers to certify such acknowledgment and agreement as part of the submitted Application. The Designated Officers are hereby authorized and directed to fulfill all conditions of the Proposed Programs, including without limitation providing for the operation

and maintenance of the Project and using available funds of the Institution to pay for such operation and maintenance and to satisfy conditions of the Proposed Programs to contribute to the cost of the Project.

SECTION 3. The Board Chair, the Board Secretary, the acting President, and the interim Chief Financial Officer (each an "Authorized Officer") are each hereby authorized and directed to approve, execute and deliver any and all agreements necessary to undertake, implement and finance the Project and any and all other financing documents and instruments in the form approved by the Authorized Officers executing the same in the name of and on behalf of the Board/Institution, in as many counterparts as may be necessary, and to affix or impress the official seal of the Institution thereon and to attest the same and such execution and attestation will be conclusive evidence of the approval of the form and content of such agreements and other documents and instruments necessary to undertake, implement and finance the Project. The Authorized Officers are further authorized and directed to do and perform such other acts and to take such actions as may be necessary or required or deemed appropriate to implement the purposes of this Resolution to undertake, implement and finance the Project.

SECTION 4. All resolutions, orders, and other actions of the Board of the Institution in conflict with the provisions of this Resolution to the extent of such conflict are hereby superseded, repealed, or revoked.

SECTION 5. This Resolution shall take effect immediately; and be it further.

RESOLVED: No further approvals by the Board are necessary to implement this Resolution.



Executive Vice President and University Counsel

September 1, 2022

OLD BUSINESS

Nothing to report

NEW BUSINESS

Nothing to report

BOT Public Session Special Meeting, September 1, 2022

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NEXT MEETING

The next Board meeting will be held on Monday, September 12, 2022. Mr. Acebo requested a motion for the board to move into executive session prior to the public session in order to discuss confidential personnel matters and contractual matters. The motion was moved by Mr. Scott and seconded by Mr. Jacobson. (Yes-Mr. Scott, Mr. Chang, Mr. Fowlkes, Mr. Jacobson, Mr. Lejniaks, Mr. Perez, Dr. Trowell-Harris, Mr. Visconti, Dr. Whittaker; No-None; Abstention- None). The motion passed.

The minutes of the executive session will become available to the public when there is no longer a need for confidentiality regarding these matters.

ADJOURNMENT

There being no further business to come before the Board, Mr. Acebo requested a motion for the board to adjourn the meeting. The motion was moved by Mr. Scott and seconded by Mr. Jacobson. (Yes-Mr. Scott, Mr. Chang, Mr. Fowlkes, Mr. Jacobson, Mr. Lejniaks, Mr. Perez, Dr. Trowell-Harris, Mr. Visconti, Dr. Whittaker; No-None; Abstention- None). The motion passed and the meeting was adjourned.

Respectfully submitted,



Andrés Acebo
Chief of Staff and Secretary to the Board of Trustees

**New Jersey City University
Board of Trustees
September 12, 2022**

Public Session Minutes

ATTENDING:

Mr. Joseph Scott, Chair
Mr. Luke Visconti, Vice Chair
Dr. Steven Chang (Zoom)
Mr. Edward Fowlkes (Zoom)
Mr. James Jacobson
Mr. Jason Kroll, Acting President *ex officio*
Mr. Carlos Lejnieks
Ms. Alejandra Martinez, *student trustee voting*
Ms. Ashley Pottinger, *student trustee non-voting*
Dr. Irene Trowell-Harris (Zoom)
Dr. Edward Whittaker (Zoom)
Mr. Andrés Acebo, Executive Vice President and University Counsel

Absent – Mr. Rafael Perez

Mr. Acebo welcomed the public who joined at the NJCU Main Campus – Gothic Lounge.

The meeting was called to order at 5:35 PM by Mr. Acebo.

NOTICE OF MEETING

Mr. Acebo noted that the time, date, location and agenda for this meeting were mailed to the Jersey Journal, the Star-Ledger, Office of the Secretary of State, Senate Majority Office, Council of New Jersey State College Locals and the New Jersey Association of State Colleges and Universities on September 7, 2022. Notice of this meeting was also posted on the University's email system and website.

NEW STUDENT TRUSTEES

Mr. Acebo swore in new student trustees Alejandra Martinez, who will serve as a voting member for a 1-year term, and Ashley Pottinger, who will serve as a non-voting member.

MINUTES

Mr. Acebo requested a motion to approve the Minutes from the June 27, 2022 Board Meeting. The motion was moved by Mr. Visconti and seconded by Mr. Lejnieks. (Yes-Mr. Scott, Mr. Chang, Mr. Fowlkes, Mr. Jacobson, Mr. Lejnieks, Dr. Trowell-Harris, Mr. Visconti, Dr. Whittaker; No-None; Abstention- Ms. Martinez). The motion passed.

CHAIR'S REPORT

Mr. Scott thanked the members of the Board for their dedicated support of the University's mission, and welcomed the new Student Trustees. Mr. Scott addressed the financial challenges that the University is aggressively addressing and thanked Mr. Jason Kroll for his efforts on behalf of the university and for agreeing to serve to bridge the gap between the previous president and a future interim president.

BOT Public Session, September 12, 2022

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ACTING PRESIDENT'S REPORT

Acting President Kroll thanked the Board of Trustees for their dedication and support to the students and announced the Board of Trustees has solicited the services of The Registry to identify candidates for an interim appointment.

FALL 2022 ENROLLMENT UPDATE

Mr. Ben Rohdin, Interim Vice President of Enrollment Management and Student Success, reported on the current enrollment data and trends and their impact on the university. NJCU will likely see another year of declining overall enrollment. The primary reasons are a compounding effect of this year's enrollment decline, continual impact of community college enrollment declines, and increasing competition due to state-wide enrollment declines. The university needs to be focused on retention efforts to make up for enrollment losses. To accomplish this, there must be sustained affordability programs and a concerted focus on the student experience inside and outside the classroom.

FY23 FINANCIAL UPDATE

Mr. Ben Durant, Vice President/Chief Financial Officer and Treasurer, and Mr. Andy Acebo, Executive Vice President and University Counsel presented an update. Mr. Durant provided a summary of income statements for FY 2017 to FY 2022 noting how NJCU has experienced multiple years of structural deficits, noting historical revenues, expenses, and changes in net position. Mr. Durant provided a summary of NJCU's net position since 2014 and supported a report by First Tryon Advisors, noting how the media has incorrectly referred to NJCU's net position as a surplus and clarified the Net Position is also being discussed without the necessary context, as media sources failed to mention GASB 68, a new pension-related accounting standard that was required by the governmental accounting standards boards, beginning in 2015. Mr. Durant reported that NJCU's Net Position is currently negative (\$61M), but only because of GASB 68. NJCU's Net Position would be \$84M without the 2015 change in accounting standards.

Mr. Durant discussed key performance indicators and notably how NJCU compares to other small, public universities. Notably, NJCU receives only **\$7,582** in government appropriations per student compared to an average of **\$9,180** for small, public universities.

Mr. Durant presented NJCU's FY 2023 budget outlook and noted that due to current financial and enrollment trends, NJCU is projecting a structural budget deficit of **\$22.6 million** for FY 2023 on a modified-cash budgetary basis. The projected budget reflects an 8% decline in enrollment, partially offset by an overall 3% tuition rate increase. **NJCU is requesting accelerated allotments of its state appropriation.**

The proposed budget includes approximately **\$10M** in cost containment measures that have been identified within 60 days of the 90-day interim budget. The projected FY 2023 remains out of balance by \$12.8M, requiring a cash infusion from other financing sources and noted that the proposed FY 2023 budget does not fix the long-term structural deficit.

Mr. Durant provided an overview of NJCU's physical plant and infrastructure needs. Years of deferred maintenance have impacted the student, faculty, and staff, and a request has been made to the New Jersey State Legislature's Joint Budget Oversight Committee for at least \$35 million in capital expense funding. NJCU has identified at least **\$25.93M** in **critical** infrastructure needs. NJCU has identified another **\$479,500** in **basic** capital and infrastructure needs. Additionally, NJCU has identified another **\$8,595,500** in **strategic** capital and infrastructure needs.

Mr. Durant offered a summary of rightsizing progress to date.

BOT Public Session, September 12, 2022

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- Immediate cost containment measures are being implemented that will generate approximately **\$10 million** in FY23 savings.
- NJCU has reduced its authorized employee headcount from **790 full-time positions to 752**, a 5% reduction in employee headcount within 60 days of the interim 90-day budget's adoption.
- Full-time positions were reduced through a managerial reduction-in-force, vacant position eliminations, and a "hard" freeze on other vacant positions.
- Additional cost containment measures implemented include pay-cuts to upper management, furloughs, and reductions to supplemental instruction costs (i.e., adjunct budgets).
- Operating budgets (non-personnel) are being reduced to approach base levels, generating approximately \$1.73 million of the \$10 million in savings identified to date.
- During Phase I of the rightsizing efforts, additional organizational consolidation and initial academic rightsizing review will be conducted.

FY 2023 Rightsizing Phase II will commence on October 1, 2022 after the adoption of the FY 2023 budget.

REQUEST TO SPEAK

The following individual requested to speak at the public session of the board and were called forward by Mr. Acebo:

Dr. William Calathes, Professor of Criminal Justice and AFT Local 1839 Chief Negotiator and Grievance Chair, addressed the challenges the university is facing and stressed his personal confidence in leaders like Mr. Acebo, to work in good faith with the Union.

Mr. Thyquel Haley, Student Government Association President, thanked Mr. Rohdin on his presentation regarding enrollment concerns and shared student perspectives.

Dr. Anne Mabry, Professor, addressed governance as it relates to the Board at a critical juncture, vote of no confidence must own up to mistakes and reposition for success. Dr. Mabry also stressed the importance of distinguishing new leaders from prior ones.

Dr. Fran Moran, University Senate President – Shared thoughts on moving the institution forward.

Ms. Madelynne Dela Rama CWA Branch Treasurer – Jersey City roots and continue collaboration.

Ms. Debra Davis AFT – addressed the negotiations over AFT/NJCU Memorandum of Agreement and commitment to cost saving measures and acknowledged Mr. Acebo's efforts to bring campus constituencies together.

AFT Local President Barbara Hildner addressed the Board highlighting the 83% vote to approve and the need to work collaboratively. Maintain quality academic programs and quality educators.

BOT Public Session, September 12, 2022

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EXECUTIVE COMMITTEE

Mr. Acebo put forward the request to approve the action items, which included Faculty and Staff Personnel Actions: New Hires, Temporary Appointments, Temporary to Permanent, Salary Adjustments as of June 2022. The motion was moved by Mr. Visconti and seconded by Mr. Jacobson (Yes-Mr. Scott, Mr. Chang, Mr. Fowlkes, Mr. Jacobson, Mr. Lejnieks, Dr. Trowell-Harris, Mr. Visconti, Dr. Whittaker; No-None; Abstention- Ms. Martinez). The motion passed.

1. Personnel | Compensation Topics

Managerial Regular Appointments

1. Andres Acebo, Executive Vice President & University Counsel
President’s Office
Effective Date: 7/5/2022
2. Jeffrey Jordan, Senior Associate Director, External Operations & University Advancement
Athletics
Effective Date: 7/5/2022

Professional Staff Regular Appointments

1. Michael Arbitblit, Transfer & Articulation Analyst (Professional Services Specialist IV)
Enrollment Management
Effective Date: 8/1/2022
2. Tylra Cummings, Career Coach (Professional Services Specialist IV)
Dean School of Business
Effective Date: 8/3/2022
3. Barry Hart, Women’s Head Wrestling Coach (Professional Services Specialist III)
Athletics
Effective Date: 7/5/2022
4. Jessica Oudhnarine, Associate Director, Development (Professional Services Specialist II)
Development-School of Business
Effective Date: 7/5/2022
5. Maglinda Perez, Associate Director, Advancement Services (Professional Services Specialist II)
Development Office
Effective Date: 4/25/22
6. Mabel Sanchez, Financial Aid Counselor (Professional Services Specialist III)
Financial Aid
Effective Date: 8/29/22
7. Silvia Serrano, Preschool Teacher (Professional Services Specialist IV)
Child Care Center

BOT Public Session, September 12, 2022

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Effective Date: 6/6/2022

Managerial Temporary Appointments

1. Robert Cole, Acting Director of Athletics
Athletics
Effective Date: 6/20/22
2. Theta Pavis-Weil, Director of Student Media
Campus Life
Effective Date: 7/1/2022
3. Marvin Walker, Acting Dean, College of Professional Studies
Dean of Professional Studies
Effective Date: 7/1/2022

Professional Staff Temporary Appointments

1. Barbara Ruggieri, Director, Social Services (Professional Services Specialist II)
Residence Life
Effective Date: 7/1/2022

Managerial Temporary to Permanent Appointments

1. Faith Jackson, Associate Vice President, Marketing & Communications
University Advancement-Marketing
Effective Date: 8/8/2022
2. Ira Thor, Senior Director, University Communications & Media Relations
University Advancement-Marketing
Effective Date: 8/8/2022

Managerial Salary Adjustments

1. Alice Blount-Feeney, Director, Internal Auditor & Chief Ethics Officer
Internal Auditor
Effective Date: 7/8/2022

Note:

1. As of the last Board meeting held on June 2022
List is sorted alphabetically by last name

BOT Public Session, September 12, 2022

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Mr. Acebo put forward the request to approve the Resolution Ratifying Acting President Jason Kroll. The motion was moved by Mr. Jacobson and seconded by Mr. Visconti. (Yes-Mr. Scott, Mr. Chang, Mr. Fowlkes, Mr. Jacobson, Mr. Lejnieks, Dr. Trowell-Harris, Mr. Visconti, Dr. Whittaker; Ms. Martinez; No-None; No-Abstention). The motion passed.

NEW JERSEY CITY UNIVERSITY

RESOLUTION OF THE BOARD OF TRUSTEES OF NEW JERSEY CITY UNIVERSITY APPOINTING ACTING PRESIDENT JASON KROLL

WHEREAS: The Board of Trustees (Board) of New Jersey City University (University) has general supervision over the University, which includes the responsibility of supervision of the University’s President, pursuant to N.J.S.A. 18A:64-6 and -8; and

WHEREAS: The Board has established in its bylaws that the President of the University is the chief executive officer of the University; and

WHEREAS: The Board accepted the resignation of Dr. Sue Henderson, effective July 1, 2022, from her position as University President, pursuant to the terms of her 2017 employment agreement with the University and the Notice Waiver and Release Agreement dated June 23, 2022; and

WHEREAS: Effective June 28, 2022, the Board appointed Jason Kroll as Acting President of the University; and

WHEREAS: Mr. Kroll will serve as Acting President of the University until an Interim President or permanent successor to the role of President is appointed; and

RESOLVED: That the Board of Trustees of New Jersey City University on September 12, 2022 hereby ratifies and accepts the resignation of Dr. Sue Henderson from her position as University President and ratifies and accepts the appointment of Jason Kroll as Acting President until an Interim President or permanent successor to the role of President is appointed.



Executive Vice President and University Counsel

September 12, 2022

BOT Public Session, September 12, 2022

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Mr. Acebo put forward the request to approve the Resolution for Professor Emeritus designations. The motion was moved by Mr. Jacobson and seconded by Mr. Visconti. (Yes-Mr. Scott, Mr. Chang, Mr. Fowlkes, Mr. Jacobson, Mr. Lejnieks, Dr. Trowell-Harris, Mr. Visconti, Dr. Whittaker; Ms. Martinez; No-None; No-Abstention). The motion passed.

NEW JERSEY CITY UNIVERSITY

RESOLUTION GRANTING PROFESSORS EMERTI STATUS

WHEREAS: Pursuant to New Jersey City University personnel policies, board bylaws, and prevailing statutory authority, the Board of Trustees upon recommendation of the Senior Vice President and Provost and President, may provide emeritus/emerita status for a retired professor should it desire to recognize meritorious performance; and

WHEREAS: Professors Frances Levin and Winnifred McNeill have retired from New Jersey City University after more than 25 years of distinguished service to the institution’s mission and its students; and

WHEREAS: Professor Levin joined the Literacy Education Department in 1996 after completing her Ph.D. from Rutgers University Graduate School of Education. Among her many achievements, as Co-Chair of the Literacy Education Department, she wrote the degree program for Interdisciplinary Studies/Literacy Studies. She also served as lead on a \$330,000 grant creating the Common Core Academy at New Jersey City University, a series of professional development workshops accompanied by in-class support and a summer institute. Throughout her remarkable career, Dr. Levin believed that effective curriculum and good teaching leads school-aged students to success. Dr. Levin continues to serve the community as a docent at the Center for Holocaust, Human Rights, and Genocide in Monmouth County. Her dedication to service and academic success personifies the University’s commitment to excellence; and

WHEREAS: Professor Winifred McNeill joined the University’s Art Department in 1995, where for more than a quarter century she made a particularly invaluable impact on the University’s Art Teacher Certification Program. Nothing underscores that impact more than the NJCU art educator alumni network she helped establish and nurture. This network continues to bear fruit as it has helped engender a new NJCU dual enrollment program for Jersey City high school students. Professor McNeill is a former chair of the Art Department whose expertise in accreditation and assessment was instrumental in making the University one of only nine (9) accredited National Association of Schools of Arts and Design (NASAD) institutions in New Jersey; and

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RESOLVED: That the Board of Trustees of New Jersey City University on September 12, 2022, designates Dr. Frances Levin and Winifred McNeill as professor emeritus/emeraita of New Jersey City University with all the rights, duties, and privileges thereunto appertaining.



Executive Vice President and University Counsel

September 12, 2022

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Mr. Acebo put forward the request to approve the Resolution Dissolving the Department of Elementary and Secondary Education and Renaming it the Department of Teaching, Learning, and Literacy. The motion was moved by Mr. Visconti and seconded by Mr. Jacobson. (Yes-Mr. Scott, Mr. Chang, Mr. Fowlkes, Mr. Jacobson, Mr. Lejniaks, Dr. Trowell-Harris, Mr. Visconti, Dr. Whittaker; Ms. Martinez; No-None; No-Abstention). The motion passed.

NEW JERSEY CITY UNIVERSITY RESOLUTION

Dissolving the Department of Elementary and Secondary Education and Renaming it the Department of Teaching, Learning, and Literacy

WHEREAS: The Board of Trustees of New Jersey City University has general supervision over New Jersey City University (University) and has authority in matters involving the programs and degree levels to be offered by the University consistent with the University's programmatic mission and institutional plan, N.J.S.A. 18A:64-1 and -6; and

WHEREAS: Consistent with the mission of the University to provide a diverse population with an excellent university education and the institutional strategic plan which provides for the development of academic programs of the highest quality; and

WHEREAS: Each academic department is responsible for designing, creating, and scheduling courses, recommendation of staffing, monitoring the quality of instruction, recruiting students, encouraging professional development activities, evaluating faculty, and revising course offerings as needed; and

WHEREAS: The University recommends the dissolution of the Department of Elementary and Secondary Education within the College of Education; and

WHEREAS: The University recommends the consolidation of programs from the Department of Elementary and Secondary Education into the Department of Literacy and the renaming of that department as the Department of Teaching, Learning and Literacy; and

WHEREAS: The University Senate has considered and, on March 24, 2022, approved the dissolution of the Department of Elementary and Secondary Education and the composition of the new Department of Teaching, Learning, and Literacy.

RESOLVED: That the Board of Trustees of New Jersey City University on September 12, 2022 hereby approves the dissolution of the Department of Elementary and Secondary Education and the consolidation of programs within and the renaming of the Department of Literacy to the Department of Teaching, Learning, and Literacy.



Executive Vice President and University Counsel
September 12, 2022

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OLD BUSINESS

Nothing to report

NEW BUSINESS

Nothing to report

NEXT MEETING

The next Board meeting will be held on February 21, 2023. Mr. Acebo requested a motion for the board to move into executive session prior to the public session in order to discuss confidential personnel matters and contractual matters. The motion was moved by Mr. Visconti and seconded by Mr. Jacobson. (Yes-Mr. Scott, Mr. Chang, Mr. Fowlkes, Mr. Jacobson, Mr. Lejnieks, Dr. Trowell-Harris, Mr. Visconti, Dr. Whittaker; Ms. Martinez; No-None; No-Abstention). The motion passed.

The minutes of the executive session will become available to the public when there is no longer a need for confidentiality regarding these matters.

ADJOURNMENT

There being no further business to come before the Board, Mr. Acebo requested a motion for the board to adjourn the meeting. The motion was moved by Mr. Scott and seconded by Mr. Visconti. (Yes-Mr. Scott, Mr. Chang, Mr. Fowlkes, Mr. Jacobson, Mr. Lejnieks, Dr. Trowell-Harris, Mr. Visconti, Dr. Whittaker; Ms. Martinez; No-None; No-Abstention). The motion passed and the meeting was adjourned.

Respectfully submitted,

Andrés Acebo
Executive Vice President & University Counsel

**New Jersey City University
Board of Trustees
September 28, 2022**

Public Session Minutes

ATTENDING:

Mr. Joseph Scott, Chair
Mr. Luke Visconti, Vice Chair
Dr. Steven Chang (Zoom)
Mr. Edward Fowlkes
Ms. Alejandra Martinez, *student trustee voting*
Ms. Ashley Pottinger, *student trustee non-voting*
Mr. James Jacobson (zoom)
Mr. Carlos Lejniaks
Mr. Rafael Perez (Zoom)
Dr. Irene Trowell-Harris (Zoom)
Dr. Edward Whittaker (Zoom)
Jason Kroll, Acting President *ex officio*
Mr. Andrés Acebo, Executive Vice President and University Counsel

NOTICE OF MEETING

Mr. Acebo noted that the time, date, location and agenda for this meeting were mailed to the Jersey Journal, the Star-Ledger, Office of the Secretary of State, Senate Majority Office, Council of New Jersey State College Locals and the New Jersey Association of State Colleges and Universities on September 23, 2022. Notice of this meeting was also posted on the University's email system and website.

CHAIR'S REPORT

Mr. Scott thanked the members of the Board and NJCU for their dedicated support Mr. Scott also reflected on the efforts being made by all campus stakeholders and the burden-sharing to protect NJCU's mission.

FY23 BUDGET OVERVIEW

Mr. Durant, Vice President/Chief Financial Officer and Treasurer presented an overview of the FY2022-23 Annual Operating Budget for formal approval and adoption.

MEMORANDUM

September 26, 2022

To: New Jersey City University Board of Trustees

From: Ben Durant, Vice President/Chief Financial Officer and Treasurer (Interim)

Please find detailed below the FY 2022-23 Annual Operating Budget for your formal approval and adoption. This budget, which was reviewed by the Board of Trustees and the campus community on September 12, 2022, at a regularly scheduled public meeting of the Board of Trustees, reflects the University's overall budget plan for the remainder of the current fiscal year. The FY 2022-23 Annual Operating Budget replaces the 90-day interim budget that the University has been operating under since July 1, 2022.

BOT Public Session, April 25, 2022

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The budget presented to you on September 12, 2022, included a comprehensive plan for addressing the \$22.6 million budget deficit that had previously been identified during the budget development process. The plan included the implementation of several immediate cost containment measures, as well as development of a strategic rightsizing plan that involves both academic and administrative program reviews designed to promote the long-term financial sustainability of the university.

During the September 12, 2022 presentation, staff noted that the projected budget deficit had been reduced by approximately \$10 million, from 22.6 million to \$12.79 million, and that the remainder of the deficit will need to be addressed with other financing sources (i.e., enhanced state support, divestment of fixed assets, additional rightsizing, etc.) over the remainder of the current fiscal year.

BUDGET UPDATES

The following adjustments to the Proposed Budget were made after the presentation to the Board of Trustees on September 12, 2022:

- Approximately \$6.2 million in CARES Act funding has been removed from the revenue totals of the FY 2022-23 operating budget to produce a clearer picture of NJCU's on-going operations and structural deficit. As CARES funding is non-recurring revenue, leaving it in the operating budget as revenue only skewed NJCU's recurring financial activity. With that background, removal of CARES revenue had the effect of initially increasing NJCU's projected budget gap, which stood at \$12.79 million on September 12, 2022, to approximately \$19.0 million before other adjustments.
- Tuition and fee revenue projections increased by \$3.4 million (to \$85.90 million from \$82.50 million), to adjust for an intentionally conservative allowance for doubtful student accounts during the interim 90-day budget period, as well as to reflect better than expected graduate school enrollment numbers that have been reported for the fall semester. This increase in budgeted tuition and fee revenue partially offsets the additional budget gap created by removal of the CARES funding from the operating budget.
- As part of our continuing cost containment and rightsizing efforts, a deeper analysis and technical review of the operating budget revealed that budgeted matching expenses for grant-related activities and budgeted expenses for special funds, including funds the university refers to as "entrepreneurial accounts," were overstated by approximately \$2.0 million.
As a result of the preceding updates and other technical adjustments, the operating budget deficit decreased slightly, from \$12.79 to \$12.67 million. The budget is currently balanced with the use of "Other Financing Sources" that will be identified over the course of the fiscal year.

A summary of the updated operating budget is presented below for your review and approval:

FY 2022-23 Proposed Budget (dollars in thousands)

	September 12th Presentation	FY 2022-23 Proposed Budget	Dollar Change
Revenues			
Tuition & Fees	82,500	85,900	3,400
Auxiliary Enterprises	2,500	2,500	-
Institutional Scholarships	(14,000)	(14,000)	-
Grant Revenue ⁽¹⁾	3,000	5,882	2,882
Grant funded Scholarships	-	(882)	(882)
State Appropriation	33,824	33,913	89
State Paid Fringe Benefits	18,860	19,460	600
All Other Revenue	2,650	2,650	-
Total Revenues	129,334	135,423	6,089
Expenses			
Salaries & Wages	79,562	79,593	31
Grant-related Salaries & Wages	-	4,118	4,118
Fringe Benefits	19,260	19,581	321
Grant-related Fringe	-	697	697
Insurance	600	600	-
Utilities & Maintenance	3,000	3,800	800
Other Non-Personnel Expense	27,216	26,016	(1,200)
Grant-related Non-personnel	-	1,200	1,200
Debt Service	8,710	8,710	-
Capital Outlays	3,775	3,775	-
Total Expenses	142,124	148,090	5,967
Operating Surplus/(Deficit)	(12,790)	(12,667)	123
Non-Operating Revenue (Expenditures)			
Other Financing Sources	12,790	12,667	-
Total Non-Operating	12,790	12,667	-
Net Surplus (deficit)	-	-	-

Notes:

(1) Federal, State & Private Grants as reported in the September 12th presentation was a Net figure that included \$6.2M in non-recurring CARES funding that has been removed from proposed budget to avoid skewing NJCU's recurring operating activity. NJCU's remaining CARES funding and required direct payments to students will nonetheless affect our cash position, though not shown in the operating budget.

CASH POSITION

NJCU’s starting cash position on a July 1, 2022, was approximately \$24.24 million. The chart below depicts how the university’s cash position will be impacted if the university spends half of its remaining CARES funds on direct student aid, allowing the university to keep the remaining half for institutional support, and must absorb the \$12.67 million operating budget deficit (currently showing in the budget) without a significant infusion of additional cash:

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Item	CARES Funds	Working Capital	Total Cash
Cash & Cash Equivalents	12,771,307	11,468,297	24,239,604
Operating Deficit	-	(12,667,000)	(12,667,000)
Direct Student Aid	(6,385,654)	0	(6,385,654)
Total Cash at Year End	6,385,653	(1,198,703)	5,186,950

Based on the above scenario, the university would end the year with less than 25 days cash on hand. As such, adoption of the proposed \$148 million Annual Operating Budget for FY 2022-23 contemplates the continuation of an aggressive rightsizing plan, that includes administrative and academic program realignments, the divestment of non-core fixed assets, and additional equitable financial support from the State of New Jersey for its longest-standing minority-serving/Hispanic-serving four-year institution.

CONCLUSION

The budget presented today for adoption reflects all the budget numbers and narrative as presented on September 12, 2022, except for the budget updates noted above. Given that the budget is reliant on \$12.67 million other financing sources that have yet to be specifically identified to be balanced, staff will provide regular budget updates to the Board of Trustees throughout the fiscal year, to include requesting amendments to the budget that may require Board of Trustee approval.

Mr. Acebo put forward the request to approve the Resolution to approve the Final Fiscal Year 2023 Budget. The motion was moved by Mr. Visconti and seconded by Mr. Jacobson. (Yes-Mr. Scott, Mr. Chang, Mr. Fowlkes, Mr. Jacobson, Mr. Lejnieks, Mr. Perez, Dr. Trowell-Harris, Mr. Visconti, Dr. Whittaker; No-None; Abstention- None). The motion passed.

**NEW JERSEY CITY UNIVERSITY
BOARD RESOLUTION**

FINAL FISCAL YEAR 2023 BUDGET

- WHEREAS: State Colleges and Universities have been authorized to establish revenue, expense, and capital budget projections for the 2022/2023 fiscal year; and
- WHEREAS: The New Jersey City University Board of Trustees on June 27, 2022, approved the tuition rates, room and board rates, and rates for other fees for the 2022/2023 academic year along with a 90-day interim budget to address emergency right-sizing and cost-containment needs; and
- WHEREAS: The University projects that the Governor’s final approved State budget will include University base appropriation of \$33,913,000; and
- WHEREAS: The University prepared its operating and capital budgets for fiscal year 2023 based on projected State appropriation and tuition and fee increases, which projects total operating revenues and expenses at \$148,090,000; and capital expenditures of \$3,775,000; and

BOT Public Session, April 25, 2022

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WHEREAS: The Board of Trustees has reviewed the updated fiscal year 2022/2023 budget projections at its September 12, 2022 meeting and recommends adoption; and

WHEREAS: The University will provide regular financial updates throughout the fiscal year to the Board of Trustees and recommend any necessary adjustments in furtherance of cost containment strategies; now be it therefore

RESOLVED: That the New Jersey City University Board of Trustees on September 28, 2022 does hereby approve the fiscal year 2022/2023 Operating and Capital Budgets.

REQUEST TO SPEAK

The following individual requested to speak at the public session of the board and were called forward by Mr. Acebo:

AFT Local President Barbara Hildner addressed the Board expressing her appreciation for the explanation of the budget and clarity. Professor Hildner stressed the continued need for collaboration between management and the Union.

Dr. Chris Shamburg, addressed the Board to make a case for greater consideration for graduate education. It's 1/5 of the gross revenue about 1/3 of the net and about 1/20th the conversation. It is something he has been working on through various channels, and wanted to make the Board aware as it makes sense for finances, demography, and mission.

Erie Lugo, Dean/Principal, CSA - University Academy Charter High School and Alumnus addressed the Board regarding the FY23 Budget and partnership with UACHS.

NEXT MEETING

The next Board meeting will be held on February 21, 2023. Which will begin in executive session as voted on at the previous meeting.

The minutes of the executive session will become available to the public when there is no longer a need for confidentiality regarding these matters.

ADJOURNMENT

There being no further business to come before the Board, Mr. Acebo requested a motion for the board to adjourn the meeting. The motion was moved by Mr. Visconti and seconded by Mr. Scott. (Yes-Mr. Scott, Mr. Chang, Mr. Fowlkes, Mr. Jacobson, Mr. Lejnieks, Mr. Perez, Dr. Trowell-Harris, Mr. Visconti, Dr. Whittaker; No-None; Abstention- None). The motion passed and the meeting was adjourned.

Respectfully submitted,

Andrés Acebo
Chief of Staff and Secretary to the Board of Trustees



To: Finance and Audit Committee
 Via: Andy Acebo, Interim President
 From: Benjamin Durant, Interim Vice President of Administration & Finance
 Subject: Second Quarterly Budget Update

The University is currently projected to end the year with a deficit of approximately \$10.94 million, compared to the \$12.67 million deficit initially projected in the approved modified cash-based budget.

All Funds Budget

The FY 2022-23 all-funds budget totals \$141,553,102 and includes a \$12.67 million operating budget deficit. The deficit is reduced from a \$22 million deficit that was projected earlier in the year before the implementation of organizational-wide cost containment strategies. The university is currently engaged in a comprehensive rightsizing program to reduce the deficit further. The budget was prepared on a modified cash basis, a hybrid of the cash and accrual budgetary bases that emphasizes the operating cash the university is projected to have in a given fiscal year to cover its operating expenses.

Approximately 90% of the budget is captured in the general fund, an accounting entity that is used to budget and account for the resources needed to fund the basic operations of campus. The remaining portion of the budget is captured in other funds (i.e., Grant Fund, Debt Service, Capital Funds) the university uses to separately track grant matching expenses for federal and state grants, annual debt service expenses, and various capital projects. A summary of the university’s approved all-funds budget is provided below:

FY 2022-2023 All Funds Budget
 (Modified Cash Basis)

Revenues	General Fund	Grant Matches	Debt Service	Capital Funds	Total Budget
State Appropriations	31,663,000	-	-	2,250,000	33,913,000
State Paid Fringe Benefits	19,400,000	-	-	-	19,400,000
Tuition & Fees	82,830,872	-	-	-	82,830,872
Institutional Aid	(14,000,000)	-	-	-	(14,000,000)
Sales & Services	3,532,232	-	-	-	3,532,232
Other Revenues	2,711,571	-	498,427	-	3,209,998
Total	\$ 126,137,675	\$ -	\$ 498,427	\$ 2,250,000	\$ 128,886,103
Expenses	General Fund	Grant Matches	Debt Service	Capital Funds	Total
Salaries and Wages	78,180,785	893,720	-	-	79,074,505
Staff Benefits	19,407,243	561,319	-	-	19,968,562
Debt Service	-	-	7,338,041	-	7,338,041
Operating Expenses	28,071,000	167,641	-	6,933,354	35,171,995
Total	\$ 125,659,028	\$ 1,622,680	\$ 7,338,041	\$ 6,933,354	\$ 141,553,102
Surplus/(Deficit)	\$ 478,648	\$ (1,622,680)	\$ (6,839,613)	\$ (4,683,354)	\$ (12,667,000)



Budget-to-Actual Performance

As reflected in the attached budget-to-actual slide, the university has collected \$60.41 million in revenue through December 31, 2021, which represents 47% of the total budgeted revenue, and has spent or encumbered 51% of total budgeted expenditures. Revenue is slightly behind the six-month budget target due to a \$3.0 million outstanding receivable from A. Harry Moore. Also, a higher percentage of the total tuition and fee revenue budget is collected in the second half of the fiscal year, as collections will include tuition revenue for the spring semester, as well as summer school receipts for May and June.

Expenses plus encumbrances are currently at 51% of the total budget; however, the university expects a slower pace of expenses in the second half of the year. Several “front-loaded” expenses (i.e., property insurance premiums, upgrades to network infrastructure, contract costs for the university’s on-line recruitment tool) won’t be incurred in the second half of the fiscal year. Also, additional expenditure control measures will be taken to ensure budgetary compliance.

FY 2022-23 Year-End Projections

Based on recent revenue and expenditure trends and an analysis of our budget to actual performance, staff is projecting the university will end the year with a \$10.94 million operating deficit, compared to the \$12.67M deficit that was originally included in the budget. Key drivers of this improvement are as follows:

1. The FY 2022-23 budget conservatively projected that undergraduate enrollment would decline by 8% from Fall 2021 to Fall 2022. The actual decline was 5.3%. Graduate student enrollment was conservatively budgeted to decline as well; however, it increased by 6% over the prior year.
2. A hard freeze on all vacant positions has yielded additional salary savings, with staff projecting salary expenses to come under budget by approximately \$3.0 million.

Projected Year-End Cash Position

The university is projecting to close the current fiscal year with **\$8,087,055** in total cash and short-term investments, or **21.17 days** cash on hand. This amount reflects a starting cash position that is reduced by an estimated \$10.94 million operating deficit, as well as the release of the remaining HEERF funds that will have been disbursed to students by year end. Organizations typically try to maintain at least 90 days cash on hand to support operations. The university’s projected cash position is depicted below:

Year-End Cash Projection

Total Cash and Cash Equivalents as of July 1, 2022	\$22,251,480
Short Term Investments as of July 1, 2022	<u>\$ 2,667,104</u>
Total Cash and Short-Term Investments	\$24,918,584
Less release of HEERF Funds	(\$ 5,889,600)
Less projected operating deficit on June 30, 2023	<u>(\$10,941,929)</u>
Net Amount Projected on June 30, 2023	\$8,087,055
Days Cash on Hand	21.17

ATTACHEMENT:

PowerPoint presentation – Budget Update as of December 31, 2022



SECOND QUARTERLY BUDGET UPDATE AS OF DECEMBER 31, 2022

NJCU Finance and Audit Committee Meeting
February 15, 2023



FY2022-23 Budget-to-Actual (Modified Cash) As of December 31, 2022

Revenues	Total Budget	YTD Actuals	Encumbrances	Uncollected	% Collected
State Appropriations	33,913,000	18,789,198	-	(15,123,802)	55.4%
State Paid Fringe Benefits	19,400,000	7,590,352	-	(11,809,648)	39.1%
Tuition & Fees	82,830,872	39,320,914	-	(43,509,958)	47.5%
Institutional Scholarships	(14,000,000)	(8,076,743)	-	5,923,257	57.7%
Sales & Services	3,532,232	1,638,649	-	(1,893,583)	46.4%
Other Revenues	3,209,998	1,148,990	-	(2,061,008)	35.8%
Total	\$ 128,886,102	\$ 60,411,360	\$ -	\$ (68,474,742)	46.9%
Expenses	Total Budget	YTD Actuals	Encumbrances	Unencumbered Balance	% Spent/Encumbered
Salaries and Wages	79,074,505	36,096,683	-	42,977,822	45.6%
Staff Benefits	19,968,562	9,389,053	-	10,579,509	47.0%
Debt Service	7,338,041	3,105,056	-	4,232,985	42.3%
Operating Expenses	35,171,995	19,380,493	4,865,136	10,926,366	68.9%
Total	\$ 141,553,103	\$ 67,971,285	\$ 4,865,136	\$ 68,716,682	51.5%
Surplus/Deficit	\$ (12,667,000)	\$ (7,559,925)			



FY2022-23 Year End Projection (Modified Cash) As of December 31, 2022

	Total Budget	Year-to-Date	YE Projection	Variance	%
Revenues					
State Appropriations	33,913,000	18,789,198	33,913,000	-	0.0%
State Paid Fringe Benefits	19,400,000	7,590,352	18,635,337	(764,663)	-3.9%
Tuition & Fees	82,830,872	39,320,914	84,372,882	1,542,010	1.9%
Institutional Scholarships	(14,000,000)	(8,076,743)	(14,000,000)	-	0.0%
Sales & Services	3,532,232	1,638,649	3,277,298	(254,934)	-7.2%
Other Revenues	3,209,998	1,148,990	2,297,980	(912,018)	-28.4%
Total	\$ 128,886,102	\$ 60,411,359	\$ 128,496,497	\$ (389,605)	-0.3%
	Total Budget	Year-to-Date	YE Projection	Variance	%
Expenses					
Salaries and Wages	79,074,505	36,096,683	75,956,144	3,118,361	3.9%
Staff Benefits	19,961,319	9,389,053	19,174,130	787,189	3.9%
Debt Service	7,338,041	3,105,056	7,338,041	0	0.0%
Operating Expenses	35,179,237	19,380,493	36,970,112	(1,790,875)	-5.1%
Total	\$ 141,553,102	\$ 67,971,285	\$ 139,438,426	\$ 2,114,676	1.5%
Operating Surplus/Deficit	\$ (12,667,000)	\$ (7,559,925)	\$ (10,941,929)		



Cash & Short-Term Investments Year-End Projection

Total Cash and Cash Equivalents as of July 1, 2022	\$22,251,480
Short Term Investments as of July 1, 2022	<u>\$2,667,104</u>
Total Cash and Short Term Investments	\$24,918,584
Less release of HEERF Funds	(\$5,889,600)
Less projected operating deficit at June 30th, 2023	<u>(\$10,941,929)</u>
 Net Amount Projected at June 30, 2023	 \$8,087,055
 Days Cash on Hand	 21.17



FY 2024 Budget Development Calendar

Date	Action	Participants
November 19, 2022	University submits FY 2024 appropriation request to State OMB	Budget Office
February 17, 2023	Distribution of FY 2024 Budget process memo and forms to Department Managers	CFO and Budget Office
March 1, 2023	Enrollment projection prepared for FY 2024 Revenue forecast for FY 2024	Enrollment Planning and Budgeting Committee
March 17, 2023	FY 2024 Operating and Capital Requests submitted to Divisional Vice President	Department Managers
March 28, 2023	Review Departmental budget requests and prepare recommended Divisional Operating and Capital Requests	Vice Presidents Budget Office
March 30 - April 13, 2023	CFO and Budget Office hold budget hearings with Vice Presidents and Deans	CFO, Budget Office, Vice Presidents, Deans
April 17, 2023	Deans provide adjunct & overload projections	Provost and Deans
April 24, 2023	Hearing to set FY 2024 tuition and fees	Board of Trustees
May 4, 2023	Draft FY 2024 Budget Presentation to University	CFO and Budget Office
June 26, 2023	Approval of FY 2024 Operating and Capital Budgets Approval to set FY 2024 tuition and Fees	Board of Trustees
July 5, 2023	Preliminary budget allocations made available	Budget Office

NEW JERSEY CITY UNIVERSITY

RESOLUTION OF THE BOARD OF TRUSTEES OF NEW JERSEY CITY UNIVERSITY

APPOINTING INTERIM PRESIDENT ANDRÉS ACEBO

WHEREAS: The Board of Trustees (Board) of New Jersey City University (University) has general supervision over the University, which includes the responsibility of supervision of the University's President, pursuant to N.J.S.A. 18A:64-6 and -8; and

WHEREAS: The Board has established in its bylaws that the President of the University is the chief executive officer of the University; and

WHEREAS: The Board, as well as relevant University stakeholders, has conducted a series of interviews of candidates for the position of Interim President, leading to the Board's ultimate decision to exercise its authority to appoint Andrés Acebo as the University's Interim President, effective January 17, 2023; and

WHEREAS: President Acebo will serve as Interim President of the University pursuant to the terms and conditions of employment outlined in the attached agreement; be it hereby

RESOLVED: That the Board of Trustees of New Jersey City University on February 21, 2023 hereby ratifies the appointment of Andrés Acebo as Interim President, and ratifies the Agreement between the Board and President Acebo specifying the terms of his appointment for a term of an initial 24 months.

NEW JERSEY CITY UNIVERSITY

INTERIM PRESIDENT EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into on January 17, 2023 by and between the Board of Trustees of New Jersey City University ("Board") and Andrés Acebo ("Interim President" or "Mr. Acebo") (collectively referred to as "Parties").

WHEREAS, the Board, on behalf of New Jersey City University ("University") desires to employ Mr. Acebo as Interim President, and the Parties agree to the terms and conditions of such employment set forth herein:

NOW, THEREFORE, the Parties, intending to be legally bound, hereby agree as follows:

1. *Employment.* The University agrees to employ Mr. Acebo as the Interim President and Mr. Acebo accepts employment as Interim President of the University. During the term of his employment (as defined in Paragraph 1.a), the Interim President shall perform such duties and render services to the University as are customary and incidental to the position of the Interim President, or such related duties as may be from time to time assigned to him by the Board. The Interim President shall act consistently with the vision of the University for the duties and leadership expectations of the Interim President as set forth in Schedule A, attached hereto. The Interim President shall report and be accountable exclusively to the Board.
 - a. *Term of Employment.* The term of employment shall commence on January 17, 2023 and conclude on January 3, 2025 ("Term"). In accordance with New Jersey law (N.J.S.A.18A:64-6(g)), the Interim President shall serve at the pleasure of the Board and may be separated from employment as Interim President in accordance with the terms set forth in Paragraph 7 of this Agreement.
2. *Compensation.*
 - a. *Salary.* From January 17, 2023 through June 30, 2023, Mr. Acebo's annual salary will be \$300,000. Beginning on July 1, 2023 through the end of his Term, Mr. Acebo's annual salary will be \$310,000.
 - b. *Retirement and Benefit Plans.* Mr. Acebo will participate in the State of New Jersey Alternate Benefit Plan ("ABP") under the terms and conditions of the plan. Regardless of the terms of the plan, in no case shall the University be required to contribute an amount which would cause the aggregate of the contributions made by the University and Mr. Acebo to exceed the maximum contributions permitted by the Internal Revenue Code.
 - c. *Travel and Related Expenses.* The University shall reimburse Mr. Acebo for his travel expenses associated with University business. The expenses of Mr. Acebo related to travel shall be reviewed at least every six months by the Chair of the Board or his/her designee, who shall be an individual who does not report to the Interim President.

contained herein, are consistent with the University's Conflict of Interest Policy and applicable New Jersey law, and do not undermine the image or reputation of the Interim President or the University. The Interim President's participation on either a nonprofit or a for-profit board must be approved in advance by the Board's Executive Committee. If it is subsequently determined that any previously-approved outside activities pose or will pose a conflict of interest or the appearance of a conflict of interest (as defined in the University's Conflict of Interest Policy and in accordance with applicable New Jersey law), or if the time commitments required by the Interim President interfere with the performance of his obligations pursuant to this Agreement, the Interim President shall, at the request of the Board, cease such activities at the earliest available opportunity. Any compensation earned by the Interim President in connection with approved outside activities may be paid to and retained by him, and will not affect the terms of this Agreement. The Interim President agrees to promptly disclose to the Board each new recurring source of outside earned income and other compensation in accordance with the University policy for the Interim President and the Board. The Interim President agrees to disclose annually to the Board the source and amounts of all outside income in accordance with New Jersey law.

6. *Performance Evaluation.* The Interim President's performance shall be subject to an annual written review by the Board. As part of this annual process, the Interim President shall, by December 31st of the calendar year, present a written report to the Executive Committee of the Board regarding the achievements accomplished during the year under review and his goals for the following year.
7. *Termination.* The Interim President's employment shall terminate upon the occurrence of any of the following events:
 - a. *Voluntary Termination.* In the event the Interim President shall voluntarily terminate his employment as Interim President, he shall be required to give no less than ninety days' written notice to the Board. The Board may, in its sole discretion, accept the Interim President's voluntary termination prior to the end of the ninety-day notice period. The Interim President may elect to continue employment as Executive Vice President and University Counsel after the ninety-day notice period has expired.
 - b. *Disability.* Following any approved disability leave, the University may terminate the Interim President's employment if the Interim President is unable to perform the essential functions of his position with or without reasonable accommodation during the Term because of physical or mental injury or illness ("Disability"), subject to any limitations imposed by federal, state, or local laws. The University will provide a reasonable accommodation to the Interim President with a disability as defined by the Americans with Disabilities Act and applicable federal, state, or local laws, if such reasonable accommodation would not impose an undue hardship to the University and would enable the Interim President to satisfactorily perform the essential functions of the position. During any approved disability leave, the

University agrees to pay the difference between the Interim President's annual salary and any payments received by the Interim President pursuant to the University's short-term disability policy for a time period not to exceed six months in any calendar year, after which time any approved disability leave shall be unpaid leave and no supplement to the payments provided under the disability policy shall be provided. The Interim President agrees that in the event of a dispute under this paragraph relating to the Interim President's disability, to submit to a physical examination by a licensed physician jointly selected by the Board and the President. If the University terminates the Interim President's employment for disability, the Interim President shall be entitled to receive the following:

- i. Within thirty days of such termination, the University shall pay to the Interim President, as a lump sum, all amounts under Paragraph 2 of this Agreement that had not yet been paid as of the date of termination; and
 - ii. The Interim President shall receive all other benefits accrued or earned in accordance with the terms of any applicable benefit plans and programs of the University described in Paragraph 2 of this Agreement.
- c. *Death.* If the Interim President dies while employed by the University, the University shall pay to the Interim President's executor, legal representative, administrator or designated beneficiary, as applicable and as a lump sum, all amounts earned or accrued under Paragraph 2 of this Agreement that had not yet been paid as of the date of his death, and all benefits accrued or earned before or upon his death in accordance with the terms of any applicable benefit plans and programs of the University described in Paragraph 2 of this Agreement. Except as otherwise set forth above, the University shall have no further obligations or liability under this Agreement to the Interim President's executors, legal representatives, administrators, heirs or assigns of any other person claiming under or through the Interim President, including but not limited to liability for any severance pay.
- d. *Termination for Cause.* The Board shall have the right to terminate the Interim President for Cause upon written notice to him of such determination, which shall specify the alleged cause. Such notice will be provided to the Interim President at least ninety days ahead of the effective date of termination. Upon receipt of such notice, the Interim President shall have 30 days to cure such conduct, if possible ("Cure Period"). The Interim President shall have 30 days following the Cure Period to challenge such notice of termination by commencing arbitration in accordance with the employment rules of the American Arbitration Association – to be held in Hudson County, New Jersey. Each side shall pay its own legal fees for the arbitration, which the arbitrator shall not have the ability to otherwise apportion or assign. In the event termination is not challenged or is upheld, the Interim President shall be entitled to a lump sum payment of annual salary, to the extent it has already been accrued and unpaid through the date of his termination, and all benefits accrued or earned before his termination in accordance with the

terms of any applicable benefit plans and programs of the university described in Paragraphs 2.b and 2.f of this Agreement.

- i. Cause shall be defined as any of the following grounds for termination by the University of the Interim President's employment: 1) willful misconduct, gross negligence, or material dishonesty in the performance of his duties hereunder that harms the University; 2) willful and continued failure to substantially perform the duties of the position other than for reason of illness or disability; 3) breach of fiduciary duty involving personal profit; 4) plea of guilty to, conviction of, or a plea of nolo contendere to any felony; 5) excessive and unexcused absenteeism from duties other than for illness; or 6) any willful and material breach of any provision of this Agreement, which causes harm to the University.
8. *Survivorship.* The respective rights and obligations of the Parties under this Agreement shall survive any termination of the Interim President's employment to the extent necessary to achieve the intended preservation of such rights and obligations.
 9. *Notices.* All notices and other communications required or permitted under this Agreement shall be in writing and shall be delivered via hand delivery, registered, or certified mail, as follows:

If to the University, to:
Joseph F. Scott, Chair
Board of Trustees
New Jersey City University
2039 Kennedy Boulevard
Hepburn Hall, Room 306
Jersey City, NJ 07305

With a copy to:
Office of University Counsel
New Jersey City University
2039 Kennedy Boulevard
Hepburn Hall, Room 306
Jersey City, NJ 07305

If to the Interim President, to:
Andrés Acebo, Interim President
New Jersey City University
2039 Kennedy Boulevard
Hepburn Hall, Room 313
Jersey City, NJ 07305

or to other such names or addresses as the University or the Interim President shall designate by notice to each other person entitled to receive notices in the manner specified in this Paragraph.

10. *Contents of Agreement.* This Agreement sets forth the entire understanding between the Parties with respect to the subject matter hereof and cannot be changed, modified, extended, or terminated except upon written amendment approved by the Board and executed on its behalf by a duly authorized member of the Board and by the Interim President. All terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective heirs, executors, administrators, legal representatives, successors, and assigns of the parties hereto, except that the duties and responsibilities of the Interim President under this Agreement are of a personal nature and shall not be assignable or delegable in whole or in part by the Interim President.
11. *Severability.* If one or more provisions of this Agreement shall be or become invalid, illegal, or unenforceable in any respect, each such provision shall be applied with whatever deletion or modification is necessary so that the provision is otherwise legal, valid, and enforceable and gives effect to the commercial intent of the parties. To the extent it is not possible to delete or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid, or unenforceable, be deemed not to form part of this Agreement and the validity, legality, and enforceability of the remaining provisions of this Agreement shall, subject to any deletion or modification made hereunder, not be affected.
12. *No Waiver of Remedies.* No delay or omission by a party in exercising any right, remedy, or power under this Agreement or existing at law or in equity shall be construed as a waiver thereof, and any such right, remedy, or power may be exercised by such party from time to time and as often as may be deemed expedient or necessary by such party in its sole discretion.
13. *Governing Law.* This Agreement shall be governed by and interpreted under the laws of the State of New Jersey without giving effect to any conflicts of laws provisions.

The Parties have read and understand the terms of this Agreement and agree to be bound by the terms set forth above. As such, the Board and Mr. Acebo affix their signatures below as effective on the above date.

Andrés Acebo, Interim President

Joseph Scott, Chair, Board of Trustees

SCHEDULE A

Duties and Leadership Expectations of the Interim President

The Interim President of the University shall be the chief executive officer of the University, serving at the pleasure of the Board of Trustees and enjoying ex officio membership on the Board of Trustees without vote. The Interim President shall share with the Board of Trustees the responsibility for the definition and attainment of goals, for administrative action, and shall be the chief representative of the University to its many stakeholders. The Interim President shall exercise all the powers requisite for the leadership, management, and control of the University, and shall execute and enforce the rules and regulations relating to that responsibility.

As the chief planning officer for the University, the Interim President shall recognize a special obligation to innovate and initiate.

The Interim President shall ensure that the standards and procedures in operational use within the University conform to the policies established by the Board of Trustees and to the standards of sound academic practice. He shall also ensure that faculty views, including dissenting views, are presented to the Board of Trustees in those areas and on those issues where responsibilities are shared. On like issues, he shall inform the faculty of the views of the Board of Trustees and the administration.

Interim President shall accept primary responsibility for the maintenance of existing institutional resources and the creation of new resources. He shall take ultimate managerial responsibility for the non-academic activities of the University, and in his responsibility for public understanding he shall plan, organize, and direct, as well as represent the University.

In recognition of his accountability to the Board of Trustees, the Interim President shall review the educational and financial needs of the University and provide updates relating to same to the attention of the Board of Trustees. He shall recommend to the Board policies for the organization, administration, and development of the University, and for the educational curriculum and program of the University before undertaking commitments that could impede their modification. He shall submit to the Board for ratification the appointment, removal, promotion, transfer, compensation, and terms of employment of all members of the academic and administrative staffs. He shall supply to the Board a list of all persons to whom the University recommends that the Board should grant academic diplomas, certificates, or degrees. He shall provide the Board an annual written report on the state of the University.



**Board of Trustees
Public Session**

FINAL – 2-17-2023

**PCNG Committee
Agenda**

1. Personnel | Compensation Topics

- **Faculty and Staff Personnel Actions**
 - Faculty Reappointments
 - Professional Staff Reappointments
- **New Hires and Promotions**
 - New Hires: Managerial and Professional Staff
 - Promotions: Professional Staff



**Board of Trustees
Public Session**

**Faculty Candidates for Reappointment
Group 1 – Distribution Date: October 19, 2022**

Faculty to the 7th Year and Tenure (Effective: September 1, 2023)

1. Dr. Scott Fisher, Assistant Professor, Professional Security Studies
2. Dr. Kutub Thakur, Assistant Professor, Professional Security Studies

Faculty to the 6th Year (Effective: September 1, 2023)

1. Dr. Manuel Caciula, Assistant Professor, Fitness, Exercise & Sports
2. Dr. Anthony Esposito, Assistant Professor, Biology
3. Dr. Victor Tuazon, Assistant Professor, Counselor Education
4. Dr. Michael Wiltsey, Assistant Professor, Professional Security Studies
5. Dr. Ling Yang, Assistant Professor, Accounting
6. Dr. Wei Zhang, Assistant Professor, Psychology
7. Dr. Xiaodi Zhu, Assistant Professor, Finance
8. Dr. Nava Cohen, Assistant Professor, Accounting (**Recommended with Reservations**)
9. Dr. Lukas Helikum, Accounting (**Recommended with Reservations**)

Faculty to the 5th Year (Effective: September 1, 2023)

1. Dr. Abdullah Al-Hayajneh, Assistant Professor, Professional Security Studies
2. Dr. Juste Codjo, Assistant Professor, Professional Security Studies
3. Dr. Nelda Coombs-Ephraim, Assistant Professor, Nursing
4. Dr. Jennifer Pax, Assistant Professor, Sociology & Anthropology
5. Dr. Lijun Ruan, Assistant Professor, Accounting (**Recommended with Reservations**)

Professional Staff Candidates for Reappointment for July 1, 2024

Professional Staff for Reappointment Consideration (Currently on 5 Year)

(Eligible for a Multiyear Reappointment up to 5 Years: July 1, 2024 - June 30, 2029)

1. Ms. Katrina Smith-Younger, Assistant Director 2, Financial Aid
2. Ms. Daysi Romero, Professional Service Specialist 2, University Advisement Center
3. Ms. Monica Almonor, Professional Services Specialist 1, Registrar
4. Ms. Sabrina Lopes, Professional Services Specialist 2, Registrar

Professional Staff for Reappointment Consideration (Currently on 4 Year)

(Eligible for a Multiyear Reappointment up to 5 Years: July 1, 2024 - June 30, 2028)

1. Ms. Jennifer Arroyo, Professional Service Specialist 4, Child Care Center



**Board of Trustees
Public Session**

**Professional Staff for Reappointment Consideration (Currently on 3 Year)
(Eligible for a Multiyear Reappointment up to 3 Years: July 1, 2024- June 30, 2027)**

1. Mr. Huyen Le, Professional Service Specialist 2, Admissions
2. Ms. Jennifer Fox, Assistant Director 1, Online Learning
3. Ms. Isabel Casais, Professional Service Specialist, 1, Deans School of Business
4. Ms. Anna Scanniello, Professional Service Specialist 2, Fire Science
5. Mr. Matthew Sutton, Professional Service Specialist 3, Opportunity Scholarship Program

**Professional Staff for Reappointment Consideration (Eligible for First Multiyear)
(Eligible for a Multiyear Reappointment up to 3 Years (July 1, 2023 to June 30, 2026)**

1. Mr. Rafael Arana, Professional Services Specialist 4, Admissions
2. Mr. Patrick Devaney, Professional Services Specialist, Athletics
3. Ms. Ashley Martinez, Professional Services Specialist 3, Athletics
4. Ms. Tracy Kurtiak, Professional Services Specialist 4, Student Outreach and Retention
5. Mr. Patrick O'Neil, Professional Services Specialist 3, Athletics
6. Ms. Courtney Chambers, Professional Services Specialist 3, Art
7. Ms. Ruth Ortiz, Professional Services Specialist 1, Dean School of Business
8. Ms. Rose Distefano, Professional Services Specialist 3, University Advisement Center

Professional Staff for Annual Reappointment Consideration (July 1, 2023 to June 30, 2024)

1. Ms. Ivelisse Cruz, Assistant Director 3, Pre-College Programs
2. Mr. Charles Diggs, Professional Services Specialist, 4, Pre-College Programs
3. Ms. Silvia Serrano, Professional Services Specialist, 4, Child Care Center
4. Ms. Kelly Francisco, Professional Services Specialist 4, Admissions
5. Mr. Ronald Baines, Assistant Director 2, Athletics
6. Ms. Hannah Gavin, Professional Services Specialist 4, Athletics
7. Mr. Barry Hart, Professional Services Specialist 3, Athletics
8. Mr. Alex Falk, Professional Services Specialist 1, Athletics
9. Ms. Karla Mejia, Professional Services Specialist 3, Athletics
10. Ms. Aisha Rathore, Professional Services Specialist 4, Campus Life
11. Ms. Emily Inserra, Professional Services Specialist 4, Campus Life
12. Ms. Ashley Lemon, Assistant Director 3, Campus Life
13. Ms. Francis Laing, Professional Services Specialist 4, Student Outreach and Retention
14. Mr. Michael Arbitblit, Professional Services Specialist 4, Enrollment Management
15. Ms. Jahshae Stewart, Professional Services Specialist 4, Youth Corp
16. Ms. Maria Rolon, Assistant Director 1, Dean of Students
17. Ms. Stephanie Burbano, Professional Services Specialist 3, Dean of Students
18. Mr. Jordan Robinson, Professional Services Specialist 3, Athletics
19. Mr. Carlos Tejada Urena, Professional Services Specialist 3, Admissions
20. Mr. Carlo Edra, Professional Services Specialist 3, Athletics
21. Mr. Christian Mercado, Professional Services Specialist 4, AVP of Student Affairs
22. Mr. Henry Turner, Professional Services Specialist 3, Athletics
23. Ms. Stephany Aracelly Castellanos, Professional Services Specialist 3, Child Care Center
24. Ms. Mabel Sanchez, Professional Services Specialist 3, Financial Aid
25. Jessica Oudhnarine, Professional Services Specialist 2, Development
26. Ms. Anna Ivanova, Professional Services Specialist 3, Counselor Education



**Board of Trustees
Public Session**

27. Ms. Kristina Harb, Professional Services Specialist 4, Biology
28. Ms. Andrea Squillante, Professional Services Specialist 4, Biology
29. Ms. Jennifer Rak, Professional Services Specialist 4, Biology
30. Ms. Rebecca Sanders, Professional Services Specialist 4, Biology
31. Ms. Sarah McGough, Professional Services Specialist 4, Biology
32. Ms. Tylra Lee-Cummings, Professional Services Specialist 4, Dean School of Business
33. Ms. Kaixuan Bu, Professional Services Specialist 4, Earth Environmental Sciences
34. Ms. Manica Jacques, Professional Services Specialist 3, University Advisement Center
35. Ms. Vivianne Jimenez, Professional Services Specialist 3, University Advisement Center
36. Ms. Paola Martinez, Professional Services Specialist 3, University Advisement Center
37. Ms. Crystal Gail Villavert, Professional Services Specialist 4, University Advisement Center
38. Ms. Jessica Oudhnarine, Professional Services Specialist 2, Development
39. Ms. Michelle Tinglin, Professional Services Specialist 2, Nursing
40. Ms. Jacqueline Mattiello, Professional Services Specialist 4, Nursing
41. Ms. Mabel Sanchez, Professional Services Specialist 3, Financial Aid
42. Ms. Sandy Checo, Professional Services Specialist 3, University Advisement Center
43. Ms. Katherine Rufalo, Professional Services Specialist 4, Residence Life
44. Ms. Sarah Najdi, Professional Services Specialist 4, Opportunity Scholarship Program
45. Ms. Nakiya Santos, Professional Services Specialist 4, Opportunity Scholarship Program
46. Mr. Loyda Goldston, Professional Services Specialist 4, Opportunity Scholarship Program
47. Mr. Ryan Roche, Professional Services Specialist 4, Opportunity Scholarship Program



**Board of Trustees
Public Session**

Personnel Appointments¹

Managerial Regular Appointments

Rachel Fester - Associate Vice President
Institutional Effectiveness
Effective 10/10/2022
Salary \$155,000

Pia Stevens-Haynes, Dean, Students
Dean of Student
Effective 12/31/2022
Salary \$135,000

Managerial Temporary Appointments

Andres Acebo - Interim President
Presidents' Office
Effective 1/17/2023
Salary \$300,000

Benjamin Durant - Interim Vice President Administration & Finance
VP Administration & Finance
Effective 11/07/2022
Salary \$247,280

Donna Breault – Acting Provost & Senior Vice President
VP Academic Affairs
Effective – 9/27/2022
Salary \$210,000

Jodi Accavallo - Interim Vice President SAEM
Enrollment Management & Student Affairs
Effective 11/08/2022
Salary \$189,112

Kwi Brennan - Interim Vice President University Advancement
University Advancement
Effective 11/07/2022
Salary \$185,400

Jason Martinek - Interim, Associate Dean CAS
Dean, College of Arts & Sciences
Effective- 1/1/2023
Salary \$145,500

¹ Certain interim appoint salaries are inclusive of 7/1/22 Managerial Pay Reductions



**Board of Trustees
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Danielle Bachant – Director of Counseling
Counseling
Effective – 2/13/2023
Salary \$98,354

Patrick Bartole – Associate Director, Building Services
FCM
Effective – 7/1/2022
Salary \$ 116,000

Lydia Rodriguez Carter - University Director, Financial Aid
Financial Aid
Effective 10/3/2022
Salary \$120,000

Wanda Rutledge - Interim Dean, Graduate Studies & Adult Learning
School of Business
Effective – 1/1/2023
Salary \$140,000

Robert Scire - Interim AVP Information Technology
Information Technology
Effective 1/1/2023
Salary \$161,920

Lourdes Sutton – Acting Dean, COE
Dean College of Education
Effective 1/1/2023
Salary \$160,000

Managerial Salary Adjustments

Marvin Walker - Acting Dean, CPS
Dean College of Professional Studies
Effective 1/1/2023
Salary \$ 160,000

Professional Staff Regular Appointments

Brianna Demorcy - Assistant Director of Operations
Residence Life
Effective 1/3/2023
Salary \$ 66,501.81

Strawberry Gallagher - Assistant Director, Educational Partnerships- Grant Funded
Biology



**Board of Trustees
Public Session**

Effective 2/6/2023

Salary \$ 72,107.32

Leslie Gomez - Financial Aid Counselor

Financial Aid

Effective 9/2/2022

Salary \$60,454.95

Zoila Gonzalez- Professional Services Specialist 3

SOAR

Effective 10/19/2022

Salary\$ 69,098.05

Nikketta Pressley-Walsh - Director, Youth Corp

VP Academic Affairs

Effective 1/30/2023

Salary \$95,541.51

Andrea Squillante Golden - Career Coach- Professional Services Specialist 4

Biology

Effective 9/7/2022

Salary \$62,164.11

Professional Staff Temporary Appointments

Chrystal Mateo – Director, NPTNJ

Literacy Education

Effective 9/6/2022

Salary \$66,501.81

Evelyn Ortega - Interim Director, Pre-College Programs

VP Student Affairs

Effective 11/28/2022

Salary \$84,513.77

Professional Staff Promotions/Reclassifications/Salary Adjustment/

Isabel Castano - Prof Services Spec.3 SA

SOAR

Effective 10/3/2022

Salary \$60,454.95

Kristina Harb - Prof Serv Spec 4

Biology

Effective 11/7/2022

Salary \$ 74,593.12

Tracy Kurtrak - Professional Services Specialist 3

SOAR



**Board of Trustees
Public Session**

Effective 10/3/2022

Salary \$60,454.95

Francis Laing- SOAR Communication Campaign Manager

SOAR

Effective 10/3/2022

Salary \$ 63,335.99

Ashley Lemon - Associate Director Leadership & Engagement

Campus Life

Effective 10/19/2022

Salary \$76,647.32

Jennifer Rak - Prof Serv Spec 4

Biology

Effective 11/7/2022

Salary \$74,593.12

Rebecca Sanders - Prof Serv Spec 4

Biology

Effective 11/7/2022

Salary \$72,107.32

NEW JERSEY CITY UNIVERSITY

**RESOLUTION OF THE BOARD OF TRUSTEES OF NEW JERSEY CITY UNIVERSITY
APPROVING AN EMERGENCY OPERATIONS PLAN**

WHEREAS: The Board of Trustees (Board) of New Jersey City University (University) must develop and coordinate an emergency operations plan to ensure the continuity of essential institutional functions under all circumstances pursuant to N.J.S.A. 18A:3B-69; and

WHEREAS: The University has drafted an Emergency Management Plan (Plan) to establish policies, procedures, and organizational structure to provide guidance to the appropriate response to emergencies that would reasonably cause a disruption of the functioning of the University; and

WHEREAS: The Plan outlines the preparation, response, and recovery of University personnel and resources for emergency situations consistent with established practices relating to coordination of emergency responses; and

WHEREAS: The Plan ensures that the University will respond to an emergency in a safe, effective, and timely manner; and

WHEREAS: President Acebo has reviewed and approved the University's Plan; now be it

RESOLVED: That the Board of Trustees of New Jersey City University on February 21, 2023 hereby adopts the Plan and shall submit same for review to the Secretary of Higher Education, the State Office of Emergency Management, the Department of Health, and the Office of Homeland Security and Preparedness within six months, pursuant to N.J.S.A. 18A:3B-69.



New Jersey City University **Emergency Management Plan**



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Emergency Management Plan New Jersey City University

I. PURPOSE. The Emergency Management Plan is intended to establish policies, procedures, and organizational structure for response to emergencies that are of a magnitude to cause a disruption of the functioning of all or portions of the New Jersey City University. This plan describes the roles and responsibilities of departments and personnel during emergency situations. The basic emergency procedures are designed to protect lives and property through effective use of New Jersey City University and community resources. Since an emergency may be sudden and without warning, these procedures are designed to be flexible in order to accommodate contingencies of various types and magnitudes.

NOTE: Checklist and plans are written for guidance and must be adaptable to any situation and therefore any or all of a procedure may be used or not used as needed.

Through the use of annexes, this Emergency Management Plan addresses several specific types of emergencies on an individual basis, providing guidelines for the stabilization and recovery from the incident. These include emergency instructions and references in a concise format for the individuals designated to manage New Jersey City University resources.

II. SCOPE. This plan outlines the preparation, response and recovery of New Jersey City University personnel and resources for emergency situations. The Emergency Management Plan is consistent with established practices relating to coordination of emergency response actions. This plan incorporates the use of the National Incident Management System (NIMS) to facilitate interagency coordination between responding agencies. The New Jersey City University will cooperate with federal, state, and local emergency management agencies and other responders in the development, implementation, and execution of its emergency response plans. Nothing in this plan shall be construed in a manner that limits the use of good judgment and common sense in matters not foreseen or covered by the elements of the plan.

This emergency plan utilizes the Federal Emergency Management Agency's four actions for emergency management: Mitigation, Preparedness, Response and Recovery. Where reasonable, specific annex plans should use these actions in the development of the annex.

III. MISSION. The New Jersey City University will respond to an emergency situation in a safe, effective and timely manner. New Jersey City University personnel and equipment will be utilized to accomplish the following priorities:

- Priority 1: Protection of Human Life
- Priority 2: Support of Health, Safety and Basic Care Services
- Priority 3: Protection of New Jersey City University Assets
- Priority 4: Maintenance of New Jersey City University Services
- Priority 5: Assessment of Damages
- Priority 6: Restoration of General Campus Operations

IV. SITUATION AND ASSUMPTIONS. This Emergency Management Plan is predicated on a realistic approach to the problems likely to be encountered during an emergency or disaster. Hence, the following assumptions are made and should be used as general guidelines in such an event:

- A.** An emergency or a disaster may occur at any time of the day or night, weekend, or holiday, with little or no warning.
- B.** The succession of events in an emergency or disaster is not predictable; therefore, published operational plans, such as this plan, should serve only as a guide and a checklist, and may require modifications in order to meet the requirements of the emergency.
- C.** An emergency or a disaster may be declared if information indicates that such conditions are developing or probable.
- D.** Emergencies or Disasters may be community wide. Therefore, it is necessary for the New Jersey City University to prepare for and carry out disaster response and short-term recovery operations in conjunction with local resources.

V. LEVELS OF EMERGENCIES/RESPONSE. There are three levels of emergencies:

- **LEVEL 1 –:** is defined as a local event with limited impact, which does not affect the overall functional capability of the New Jersey City University. Planning and response is carried out at a limited local level (e.g. on a lab or room basis). Portion(s) of the Emergency Management Plan would not be activated.
- **LEVEL 2 –:** is defined as a serious event that significantly disrupts one or more operations of the New Jersey City University. Multiple New Jersey City University resources are involved; the Emergency Management Plan would be activated to the extent necessary.
- **LEVEL 3 –:** is defined as a very serious event that seriously impairs or halts the operations of the New Jersey City University. The Emergency Management Plan is fully activated.

Exhibit 1.1 - Expected Impact

Scope	Level – 1	Level – 2	Level – 3
New Jersey City University Activities	Minimal and localized. Most New Jersey City University activities not impacted.	Significant. New Jersey City University activities localized shutdown.	Very Significant. New Jersey City University activities shut down for a period of time.
Faculty, Staff and Students	Site-specific localized impact. Injuries possible.	Site-specific or general impact with possible disruptions. Injuries possible.	General impact with probable disruptions. Injuries and possibly fatalities are a serious concern.

Media Coverage	None expected or limited local coverage.	Local/regional coverage.	Local, regional, and possible national coverage.
Public & Government Concern	Limited.	Potential exists for an embarrassing situation. Government agencies may investigate prevention/response/recovery efforts.	Potential exists for an embarrassing situation and government investigations or hearings.
UCLT involvement	UCLT as needed	Manage event	Manage event

VI. CONCEPT OF OPERATIONS

A. Activation of Emergency Plan.

The President of the University and/or his/her designee is to be notified immediately, as feasible, by the AVP of the Department of Public Safety or his/her designee of any emergency which impacts the operation of the University. Activation of the Emergency Management Plan will be determined by the University President or his/her designee and will be based on the nature and scope of the emergency.

B. Deactivation of the Emergency Plan

The University President or his/her designee will make the decision to return to normal operations.

When the crisis situation is resolved, the New Jersey City University Department of Public Safety or the Office of University Public Information will notify the campus community to return to normal operations.

C. Use of Incident Management System.

The operational aspects of the New Jersey City University Emergency Management Plan is based upon the Glossary/National Incident Management System (NIMS) definitions (see Appendix 12). NIMS is a modular emergency management system designed for all hazards and levels of emergency response. This system creates a combination of facilities, equipment, personnel, procedures, and communications operating within a standardized organizational structure. The system is used by the Department of Homeland Security and throughout the United States as the basis for emergency response management. The use of NIMS at New Jersey City University facilitates the ability to communicate and coordinate response actions with other jurisdictions and external emergency response agencies.

In cases where public safety agencies respond to the campus in a crisis situation, the Associate Vice President and/or his/her designee for Public Safety may act as the Incident Commander and the University UCLT may join in a Unified Command structure until the Incident Command is delegated to the UCLT.

Some of the kinds of incidents and events that would be managed through NIMS are listed below:

- Fires, HAZMAT, and multi-casualty incidents.
- Multi-jurisdiction and multi-agency disaster responses (natural disaster, terrorism, civil unrest).
- Search and rescue missions.
- Significant transportation accidents.
- Major planned events, e.g., celebrations, graduations, concerts.
- Service interruptions impacting normal operations, e.g., power outages, building service interruptions, demonstrations, etc.

D. Emergency Notification System

The university may use its normal management structure to notify the campus community of a crisis situation, or it may use one or more of the following procedures. Vice Presidents and Provosts will notify their respective areas of the emergency message:

Several methods of communications may be used in a crisis.

1. Telephone call list.
2. Emergency notification on the University WEB page.
3. Emergency WEB page separate linked from the University WEB page.
4. The DPS will contact the UCLT members as needed.
5. Cellular phone for critical personnel.
6. Alertus
7. Rave Alert /NJCU Alert Us i.e., text, email, voice
8. University Public Address System

E. Evacuation of campus

Authority to order an evacuation is granted to the senior member of the university administration that can be contacted in an emergency. The senior NJCU DPS member may order an evacuation in the absence of a senior member of the university administration, in an immediate crisis.

Campus evacuation should be handled by the university public safety department and/or emergency response agencies as needed.

The affected areas of campus should be given first consideration for evacuation.

When reasonable, evacuation should start with campus buildings on the outer edge of campus and work inward to allow the campus community to leave the campus in an orderly manner.

When possible NJCU DPS or other public safety personnel will be used to control traffic at the major campus intersections.

VII. ORGANIZATIONAL COMPONENTS. The New Jersey City University's Emergency Management Plan consists of four major elements:

- University Crisis Leadership Team Leaders
- University Crisis Leadership Team
- Emergency Support Functions
- Response Annexes (Natural Disaster/Terrorism)

A. The University Crisis Leadership Team Leaders (UCLTL). The University Crisis Leadership Team Leaders (UCLTL) will evaluate information from various sources during the progress of the event and advise the President on appropriate actions requiring his/her decision.

B. The University Crisis Leadership Team (UCLT). The University Crisis Leadership Team (UCLT) is activated, based on the type and nature of the incident, to manage the operational aspects of the New Jersey City University's response to an emergency event. The New Jersey City University Incident Commander(s) heads the University Crisis Leadership Team. The Incident Commander has responsibility for overall management of the incident and must be fully qualified to manage the incident.

C. Emergency Support Functions (ESF). Emergency management of incidents occurring within Hudson County, including the New Jersey City University is dictated in the Hudson County Comprehensive Emergency Management Plan. This plan uses a bottom-up approach in all phases of emergency management, with emergency activities being resolved at the lowest possible level of response. As such, the resources of local response agencies, including those of the New Jersey City University, will be used extensively in the stabilization and recovery effort. (Appendix 7) lists those agencies that have been designated by Hudson County as ESF lead agencies, and those departments/divisions that have been designated by the New Jersey City University as ESF lead agencies within the New Jersey City University structure. By virtue of this designation, NJCU lead divisions/departments will be expected to contribute those resources necessary within their respective emergency support function to the response and recovery effort.

D. Response Annexes Areas or issues within New Jersey City University will develop Response Plans to specific types of incidents (i.e., terrorism, natural disaster, mass shooting, etc.) to identify key personnel and define specific responsibilities and procedures to mitigate the specific threat.

Exhibit 1.2 – EMP Organization Relationships and Primary Responsibilities:

University President

1. Determines if the University will close and if so when it will open.
2. Approves the EMP and related documents
3. Authority for safety issues related to the University

University Crisis Leadership Team Leaders (UCLTL)

1. Makes critical policy decisions (strategic decisions) affecting New Jersey City University during an emergency and recovery

New Jersey City University Incident Commander

1. A member of the UCLT
2. In-control and in charge of the incident management
3. Makes critical management decisions during an emergency
4. Updates and confers directly with the President & the UCLTL during an emergency
5. Is responsible for delegation of all positions in the UCLT

Associate Vice President of Public Safety

1. Consults directly with the New Jersey City University Incident Commander during an emergency
2. Maintains the EMP documentation
3. Serves as Co-Chair of the University Crisis Leadership Team
4. Serves as New Jersey City University Liaison to Hudson County EOC with the Jersey City Police Department and Jersey City OEM

Department of Public Safety

1. Establish New Jersey City University emergency procedures
2. Assure cooperation with campus community

University Crisis Leadership Team (UCLT)

1. Executes the EMP as directed by the New Jersey City University Incident Commander during an emergency
2. Reviews all provisions of the EMP for approval by the President
3. Develops the Incident Action Plan and keeps records of all activities

University Public Information

1. Management of the University emergency WEB page.

VIII. DECLARATION OF EMERGENCY.

The primary responsibility for monitoring emergency threats and events resides with the New Jersey City University Department of Public Safety (NJCU DPS). NJCU DPS operates on a continuous 24/7/365 basis and is always available to receive emergency communications from a variety of official and public sources. In any type of emergency, the NJCU DPS Shift Supervisor (supervisor in charge) should follow standard operating procedures. If the emergency warrants, he/she should communicate immediately with the NJCU DPS AVP of Public Safety. If the NJCU DPS AVP of Public Safety is not available, NJCU DPS will follow established order of succession procedures.

Based on information obtained from appropriate entities, the NJCU Department of Public Safety AVP of Public Safety/ Director of Public Safety/senior member or the University Incident Commander will initially declare the level of the emergency and may activate portions of the Emergency Management Plan to the extent necessary to control the situation.

Full plan activation begins at the discretion of the President, Vice President of Student Affairs or the Vice President of Operations and Innovation upon the receipt of information of an emergency event or threat of an emergency. In case of any type of campus or declared local, state, or federal emergency, a decision will be made by the Vice President of Student Affairs or the Vice President of Operations and Innovation on a plan of action and whether to contact the President and activate the Emergency Management Plan.

Upon activation, appropriate University Crisis Leadership Team (see Appendix 1) members will be notified and should report to the designated command center as directed. The New Jersey City University Incident Commander shall review the circumstances of the emergency with the University Crisis Leadership Team and determine the appropriate response.

Should it be deemed necessary to warn the New Jersey City University community of an impending threat or emergency situation, NJCU DPS is designated to maintain the Public Safety Communications Center with authority to activate alert warning resources and activities. Based on the initial report, and information obtained from other appropriate entities, the New Jersey City University Incident Commander will declare the level of the emergency.

The New Jersey City University Department of Public Safety has overall responsibility for coordinating and alerting the appropriate parties. NJCU DPS will maintain a list of the University Crisis Leadership Team members and telephone contact information.

The university has an emergency WEB page that may be used in a crisis situation. Activation will be through the Office of University Public Information.

If either an Emergency or a Disaster (Level 2 or 3) is declared, the Emergency Management Plan will be activated. Upon declaration of an Emergency or Disaster, the

University Crisis Leadership Team members needed to respond will be notified and should report immediately to the designated command center location. University Crisis Leadership Team members will also be notified, and report as needed and as available.

In a major event (typically Level 2 or 3 events) the New Jersey City University Incident Commander and all summoned University Crisis Leadership Team Leaders will report to the New Jersey City University Emergency Operations Center (EOC) or other specific location as directed. University Crisis Leadership Team members will also be contacted and may also be present.

The primary EOC will be continuously maintained in a state of readiness for conversion and activation. The EOC serves as the centralized, well-supported location in which the University Crisis Leadership Team Leaders and the University Crisis Leadership Team may gather and assume their role. Response activities and work assignments will be planned, coordinated, and delegated from the EOC.

The primary EOC is located at the DPS Command Center located on the 1st floor of Rossey Hall. Depending upon the type of incident, the Vice President of Operations and Innovation at his/her discretion, designate the Presidents Conference Room or AFC Conference Room as the primary EOC.

If all of these primary EOC's are unsuitable or unusable, the backup EOC on campus will be located at West Campus Village conference room.

If all of these EOC's are inaccessible, the backup EOC off campus will be located at the School of Business.

IX. ROLES AND RESPONSIBILITIES.

A. New Jersey City University President. This plan is promulgated under the authority of the President of the New Jersey City University. All decisions concerning the discontinuation of New Jersey City University functions, cancellation of classes, or cessation of operations, rest with the President or his/her designee. After consulting with the New Jersey City University Incident Commander and appropriate members of the University Crisis Leadership Team, the President or his/her designee shall be responsible for declaring any major institutional emergency.

B. University Crisis Leadership Team Leaders. The University Crisis Leadership Team Leaders (UCLT) is comprised of the New Jersey City University Vice President of Operations and Innovation and the AVP of Public Safety

The UCLT Leaders' role is that of policy and major decisions. Typically, this would be centered on planning and preparation prior to and the recovery from the incident, the long-term effects of the incident and the needs to restore the New Jersey City

University to normal operations. The UCLT Leaders would be directly involved in incident stabilization when major expenditures or policy decisions were needed to complete the stabilization.

1. Responsible for final plan approval and for final major policy decisions.
2. Allocate and direct distribution of resources required to reduce identified vulnerabilities.

C. University Crisis Leadership Team

1. Assessment of situation.
2. Development of Incident Action Plan
3. Allocate and direct distribution of resources required to accomplish the purposes of this EMP.
4. Request needed resources from outside resources that are unavailable internally.
5. Delegate necessary authorities for incident stabilization and protection of life and property.
6. Identify critical business and academic functions that must quickly be restored and maintained.
7. Review needs and allocate resources required in the 24-96-hour range to complete stabilization and commence the recovery process for a 30-day period.
8. Determine long-term (greater than 30 days) effects the incident may have on the New Jersey City University and how these can be managed.
9. Monitor the recovery process to ensure the recovery is proceeding according to plan and to provide guidance/assistance as needed.
10. Ensure the Incident Commander is functioning in a responsible manner. This process should be undertaken through joint briefings between the UCLT Leaders and the Incident Commander.

Many incidents require a multi-agency and/or multi-jurisdictional response. Members of the UCLT Leaders must be aware of how Incident Command System and interagency (regional) Multi-agency Coordination Systems functions to ensure cooperative response efforts.

D. New Jersey City University Incident Commander. The Incident Commander is

in charge of the University Crisis Leadership Team. The Incident Commander is the individual responsible for the command and control of all aspects of the emergency response. The Incident Commander must be able to quickly assess an emergency situation, determine the level of impact, assess the effect, contain the incident and assign the proper resources. The role of Incident commander may be delegated in the police department to a designee under rules of succession. The Incident Commander is responsible for keeping the UCLT Leaders informed and up to date on all-important matters pertaining to the incident.

The Incident Commander, or designate in his/her absence, has authorization to fully implement the operational aspects of this Emergency Management Plan.

E. Emergency Management Plan Coordinator. The Emergency Management Plan Coordinator is the AVP of Public Safety. The Plan Coordinator is a member of the University Crisis Leadership Team and is responsible for the pre planning coordination of the Emergency Management Plan and its annexes. The Emergency Management Plan Coordinator consults directly with the New Jersey City University Incident Commander during an actual emergency.

F. University Crisis Leadership Team. The University Crisis Leadership Team (UCLT) is organized under the Incident Command System headed by the Incident Commander. Under the direction of the New Jersey City University Incident Commander, the UCLT is responsible for Emergency Management Plan execution during an emergency situation. The UCLT reports directly to the Incident Commander. The UCLT is comprised of senior management personnel representing functional areas of the New Jersey City University that have critical Emergency Management Plan execution responsibilities within the structure of the Incident Command System. Members are responsible for ensuring that their functional area has an Incident Action Plan and necessary resources to execute their plan.

The University Crisis Leadership Team includes both primary and alternate members. Alternate members direct and execute their responsibilities in the absence/unavailability of the primary member.

All primary and alternate members must be knowledgeable of overall Emergency Management Plan operations. Members must also be available during a crisis situation.

It should be noted that, for any given incident, it might not be necessary for all members of the UCLT to be part of the incident stabilization and recovery effort. The Incident Commander will be responsible for notifying members of the UCLT when their services are needed.

The team members are responsible for evaluation of information from various sources during an actual event and providing advisement to the Incident Commander and the President (via the Incident Commander) on appropriate actions requiring their decision.

Team members are responsible for the review, discussion, advisement, and recommendation for approval of the Emergency Management Plan.

G. Faculty and Staff. Faculty members are seen as leaders by students and their staff and should be prepared to direct their students to assembly areas in the event of an emergency. Every member of the Faculty and Staff should be familiar with applicable emergency plans and familiarize themselves with emergency procedures and evacuation routes. Faculty and Staff must be prepared to assess situations quickly but thoroughly and use common sense in determining a course of action.

All Faculty and staff are responsible for emergency preparedness planning for their own work areas and securing their work areas in the event of an emergency. Work areas need to be secured in advance of certain weather systems (hurricanes, floods, etc.).

X. Campus recovery.

After an emergency or disaster where New Jersey City University operations have been shut down the entire campus environment may be compromised. The first recovery step is to secure the campus and then to secure all New Jersey City University facilities. Only after the environment is safe can restoration efforts begin followed by an orderly reopening of normal New Jersey City University operations. Information is provided to New Jersey City University Relations for dissemination throughout the recovery process.

XI. Plan Development and Maintenance.

The Emergency Management Plan will be considered a work in progress. As new guidance is provided by local, state, or federal emergency management organizations.

The current Emergency Management Plan will be tested and revised annually during the month January. The testing of the plan will be in the form of tabletop and or live exercises with local and state emergency responders, such as: Office of Emergency Management, Fire Department, Police Department, and Health Department. In addition, local government officials, utility companies, the community, et al may be called upon to participate in these annual exercises. In the event the plan is used prior to the annual revision date, it will be reviewed and revised as needed. These revisions will be based on an after-action report generated after the incident, which may have identified deficiencies or areas in need of improvement.

Exhibit 1.3 -Campus-Wide Emergency Recovery Steps

- 1. Emergency Response Agencies determine that the campus is secure and start situational assessment**
- 2. University Crisis Leadership Team reassess the emergency**
- 3. Facility Services/Risk Management staff inspects campus**
- 4. Law Enforcement and Facility Services/Risk Management determine if the campus is safe**
- 5. As necessary, police contacted & monitor the situation**
- 6. Emergency Services respond to and injuries & life-threatening situations**
- 7. Facilities conducts hazard evaluation, outside engineers contacted. Facilities assesses & repairs damage(s), damage assessment conducted and reported**
- 8. Risk management files claim(s)**
- 9. Campus reopens for normal operations**
- 10. Classes resume**

Appendix 1 – University Crisis Leadership Team Members - Delegation of Authority and Line of Succession

Crisis Team Leaders

Andres Acebo, J.D.	President
Dr. Jodi Bailey	Vice President / Student Affairs
Dr. Donna Breault	Senior Vice President / Provost
Benjamin Durant	Vice President / Administration and Finance
Dr. Ron Hurley	Associate Vice President / Public Safety & Emergency Management

Incident Commanders

Andres Acebo, J.D.	President
Dr. Jodi Bailey	Vice President / Student Affairs
Dr. Donna Breault	Senior Vice President / Provost
Dr. Benjamin Durant	Vice President / Administration and Finance
Dr. Ron Hurley	Associate Vice President / Public Safety & Emergency Management

Operations

Dr. Jodi Bailey	Vice President / Student Affairs
Patrick Bartole	Associate Director / Facilities
Edie DelVecchio	Associate Vice President/ Procurement
Thomas Derienzo	Fire Safety Manager

Planning

Dr. Jodi Bailey	Vice President / Student Affairs
Thomas Derienzo	Manager / Fire Safety
Dr. Ron Hurley	Associate Vice President / Public Safety & Emergency Management

PIO

Alicia Franqui	Associate Vice President / Human Resources
Faith Jackson	Associate Vice President / Marketing & Communications

Logistics

Patrick Bartole	Associate Director / Facilities
Edie DelVecchio	Associate Vice President/ Procurement
Robert Scire	Associate Vice President / Information Technology

Finance

Edie DelVecchio	Associate Vice President / Purchasing and Procurement
Benjamin Durant	Vice President / Administration and Finance

Emergency Responder Liaison

Thomas Derienzo	Manager / Fire Safety
Dr. Ron Hurley	Associate Vice President / Public Safety & Emergency Management

Safety

Thomas Derienzo	Manager / Fire Safety
Dr. Ron Hurley	Associate Vice President / Public Safety & Emergency Management

Appendix 3 – Accommodations for Students with Disabilities

Requests for accommodations can be submitted to the Office of Specialized Services electronically. New students can submit a registration form available at <https://www.njcu.edu/student-life/campus-services-resources/specialized-services-and-supplemental-instruction/procedures-forms> to register with the office.

Upon completion of the form students are prompted to submit their request for accommodations via the online accommodation request form.

The University being flexible with documentation requirements with regard to students who are seeking disability support services for the first time. Students can contact the Office of Specialized Services via email to set up a Zoom meeting or phone conference to discuss their needs for services. They can also call our main number at 201-200-2091. All contact information is available at www.njcu.edu/oss. Inquiries should be directed to Jennifer Aitken or Jazmin Zegarra.

Students who are already registered with the Office of Specialized Services and who previously requested accommodations for the Fall 2021 term have been contacted to ensure that the necessary accommodations are provided in the online class environment. Students have been instructed to contact our office if they encounter any barriers or require support of any kind.

Collaboration with the Departments of Online Learning and IT, faculty, contracted sign language interpreters and vendors have enabled us to continue to provide the accommodations requested by students for the Fall 2021 semester (e.g., extended time for testing, sign language interpreting services, note taking support, remote captioning, etc.).

NJCU will continue to take guidance from the NJ Association on Higher Education and Disability, an affiliate of the National Association on Higher Education and Disability, of which NJCU is an institutional member.

Appendix 4 – University Crisis Leadership Team Business Recovery Plan (BRP)

General Information

- The primary purpose of a Business Recovery Plan (BRP) is to ensure that the University has systematic and orderly business processes to resume normal operations in the aftermath of a disaster including pandemics. This plan makes the assumption that the appropriate authorities (federal, state or other authorized agencies) have given the official announcement that it is safe to resume “normal” University operations.
- The BRP should include updated contact information for the members of the University Crisis Leadership Team (UCLT).
- The BRP provides guidance for all members of the University community for the resumption of “normal” operations following a disaster, including a pandemic. The BRP will also

include protocols for communications for other interested parties, including parents and guardians, vendors, funders, Board members and other appropriate parties.

Action Items to Implement the Business Recovery Plan

A. Identify how the BRP will assist members of the NJCU community and interested parties (employees, students, faculty, parents, Board Members, Donor, Vendors, and other relevant parties) in understanding the steps to be taken/or will be taken by the University to resume “normal” operations in the aftermath of a disaster including a pandemic.

- The BRP will provide a source of communicating information and guidance for members of the University Community. This will include a schedule of return to campus activities and timely communications in the event that there are plan modifications. This will include email and NJCU webpage announcements.
- The applicable sections of the BRP will serve as a source for communicating the resumption of University operations to our external partners, including vendors, Board Members, etc. Depending on the external party, for example for Vendors, the AVP for Procurement would be charged with sending out any communications with these parties.

Clearly define the roles and responsibilities of each member of the University Crisis Leadership Team.

B.

Name and Title	Contact Information	Roles and Responsibilities
Andres Acebo, ESQ / President	201 783-5691 aacebo@njcu.edu	Authority to open or close the University
Dr. Jodi Bailey Vice President / Student Affairs	201 208-0033 jbailey2@njcu.edu	Ensure plans to reschedule classes are followed according to plans
Dr. Donna Breault Senior Vice President / Provost	dbreault@njcu.edu	Ensure that the University is operationally ready to resume classes
Benjamin Durant Vice President / Administration and Finance	828 545-5482 bdurant@njcu.edu	Ensure students are notified of the start of classes
Dr. Ron Hurley Public Safety	201 401-6772 rhurley@njcu.edu	Support operations and ensure campus safety and security

University Crisis Leadership Team Other Essential Responsibilities

- Participates in business resumption meetings. Follow-up to be conducted for any noted action items.

- Directs and coordinates recovery efforts with Administrators from University programs and departments. This includes coordinating the calendars of programs and departments for their key events to ensure they are in line with the overall University time-line for business resumption.
 - Oversee communication and activities of all other campus teams (programs and departments) including feedback for the BRP department and program worksheets
 - Ensures resources are available for each element of the BRP including administrative and academic matters.
- B. Identify a timeline for communicating the elements of the BRP, including when the plan is to be activated. Who is authorized to approve this action? Define what steps need to be taken in the event that the initial BRP needs to be modified.
- C. Provide three-return to campus models to be considered in conjunction with the announcement and activation of the

Business Resumption Timeline

<i>Date(s)</i>	<i>Actions</i>	<i>Authorized Person(s)</i>
To Be Determined	Discussions with the University Crisis Leadership/BRP Team Coordinators, finalize announcement and schedule for return to campus activities. In some instances, the University leadership team must coordinate scheduling any resumption activities in accordance with federal or state authorities.	President and University Crisis Leadership Team
To Be Determined	BRP Team requests BRP worksheets from individual department and programs	Vice Presidents and Academic Deans
To Be Determined	Notification to the University Community regarding plans to resume “normal” on-campus activities including classes	President, AVP of Communications and AVP of Public Safety
To Be Determined	Submissions of Timely Notifications of any BRP changes	All Departments and Units

<i>Date(s)</i>	<i>Actions</i>	<i>Authorized Person(s)</i>
To Be Determined	Confirmation from Facilities that campus is “ready” for employees and/or students	Vice President / Administration and Finance and Assoc. Dir. of Facilities
To Be Determined	Confirm with Information Technology that any IT infrastructure changes are made to prevent any disruptions in services or access to information	Vice President / Administration and Finance and AVP of Information and Technology
To Be Determined	Communications and instructions provided for students and employees with disabilities	Senior Vice President / Provost
To Be Determined	Notifications to on-campus vendors and service providers, including food services, the Book Store, and the library	AVP of Purchasing and Procurement

University Business Resumption Models

Model A-Full Return	Resume on-campus activities with full return of all departments and programs at the same time
Model B-Hybrid Return	Resume on-campus activities on an alternating schedule (MWF) with a combination of on-campus and work at home schedules (depends on efficiency and ability to exercise job duties in an at home environment)
Model C-Alternating Departments	Resume on-campus activities by departments or programs

- D. Identify each University business and academic’s specific Business Recovery procedures (recorded on the BRP Worksheets) including a timeline that is in line with the overall NJCU time line. Confirm that each program or department is prepared to resume “normal” operations.
- Each designated VP will be responsible for working with those administrators that are their direct reports. This will ensure that the information reflected on the BRP Work Sheets are complete and the identified tasks are feasible. Ensure the tasks within the Worksheets are adequately ranked by priority.

Exhibit: Business Recovery Worksheet

NJUC Department/Program: Financial Aid
Responsible Person/Alternate Person

- Number of employees: (this may be a factor in planning if social distancing is still in effect)
- What are your proposed work hours?
- Will all employees be assigned to the same work schedule?
- Do you anticipate any obstacles that may delay or prevent the department from resuming its normal operations? Please describe and include any assistance that is needed.

Top ten work initiatives

- Notify students of any revised financial aid deadlines
- Notify students of any changes for summer and fall 2020 semesters
- Address any student and parent inquiries
- Notifications of refunds or credits due to closing of campus (room and board and meal plan charges)
- Advisement options
- Address any external funding reporting requirements to ensure that any deadlines are met
- Announce any changes in scholarship application deadlines
- Ensure that the Financial Aid webpage is updated to reflect any changes due to the pandemic, including FAFSA deadlines
- Verify student attendance for on-line courses
- Work with members of Treasury and Finance to determine the status of the department's budget (as the fiscal year end approaches)

E. Develop a Business Recovery Authority Matrix which specifically identifies the roles and responsibilities of employees charged with Business Recovery business applications

F. Testing and Reviewing the BRP (define who is responsible for this task)

- Prepare a BRP exercise schedule
- Test the recovery plan, does it work?
- Identify any weaknesses in the plan and develop a strategy for corrective actions

Appendix 5 – National Incident Management System (NIMS) NJCUC Emergency Management Plan

I. PURPOSE. NIMS is a modular emergency management system designed for all hazards and levels of emergency response. This system creates a combination of facilities, equipment, personnel, procedures, and communications operating within a standardized organizational structure. The system is used by the Department of Homeland Security and throughout the United States as the basis for emergency response management. Use of the NIMS at the New Jersey City University facilitates the New Jersey City University's ability to communicate and coordinate response actions with other jurisdictions and external emergency response agencies.

As a management system, NIMS helps to mitigate the incident risks by providing accurate information, strict accountability, planning and cost-effective operations and logistical support for any incident. NIMS can be used on any kind or size of an incident. It can also be used for planned non-emergency events. Some of the kinds of incidents and events that have been managed through NIMS are listed below:

- Fires, HAZMAT, and multi-casualty incidents.
- Multi-jurisdiction and multi-agency disaster responses (natural disaster, terrorism, civil unrest).
- Search and rescue missions.
- Significant transportation accidents.
- Major planned events, e.g., celebrations, parades, concerts.

II. KEY PRINCIPLES OF NIMS

- A.** Modular response model based on activating only those organizational elements required to meet current objectives.
- B.** Common terminology applied to organization elements, position titles, facility designations and resources.
- C.** Unified command structure so that organizational elements are linked to form a single overall structure with appropriate span-of-control limits.
- D.** Comprehensive resource management for coordinating and inventorying resources for field responses.
- E.** Integrated communication so that information systems operate smoothly among all response agencies involved.
- F.** Generic positions whereby individuals are trained for each emergency response role and follow prepared action checklists.
- G.** Consolidated action plans that contain strategy to meet objectives at both the field

response and Emergency Operations Center levels.

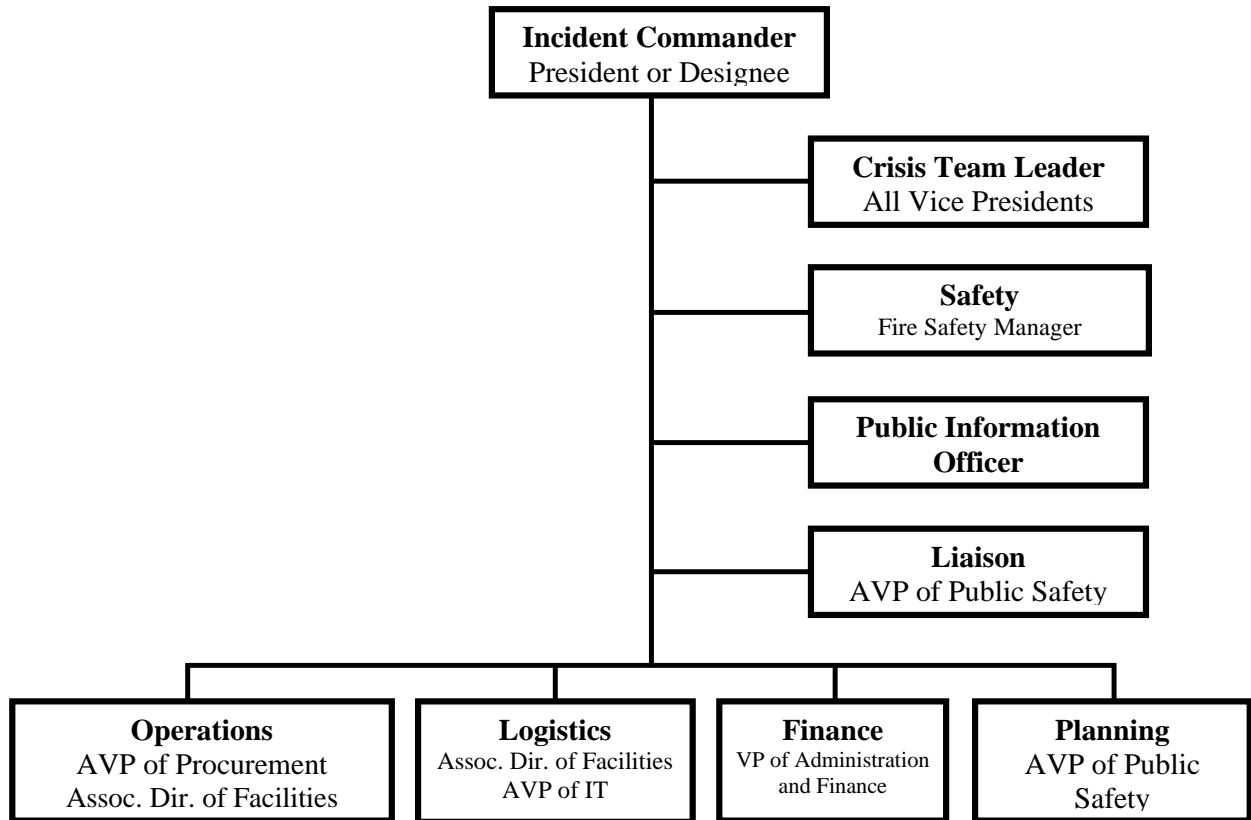
III. Organization. NIMS is organized around five major management activities.

- A. Command.** Has overall responsibility at the incident or event. Determines objectives and establishes priorities based on the nature of the incident, available resources, and agency policy. In all incidents there is an identified Incident Commander or a unified command team. These have responsibility for overall management of the incident and must be fully qualified to manage the incident.
- B. Operations.** Develops the tactical organization and directs all resources to carry out the Incident Action Plan.
- C. Planning.** Develops the Incident Action Plan to accomplish the objectives. Collects and evaluates information and maintains status of assigned resources.
- D. Logistics.** Provides resources and all other services needed to support the organization.
- E. Finance/Administration.** Monitors costs related to the incident, provides accounting, procurement, time recording, cost analysis, and overall fiscal guidance.

On small incidents, the five major activities may be managed by a single individual. Large incidents usually require each of these activities to be established as a separate section within the organization.

Not all sections need to be established within NIMS organization. The Incident Commander will make this decision based on the demands of the incident. Each of the primary Incident Command System sections may be further subdivided as reflected in the organization chart.

Appendix 6 – Components of National Incident Management System



Appendix 7 – Emergency Support Functions (ESFs)

Emergency Management Plan

I. PURPOSE.

The purpose of this Appendix is to provide a basic understanding of the agencies and responsibilities associated with each of the emergency support functions as documented in the Hudson County Comprehensive Emergency Management Plan, and to designate primary and support responsibilities to specific NJCU Divisions/Departments for these same functions should New Jersey City University resources be needed for emergency response and recovery efforts either solely for New Jersey City University purposes or at the request of county emergency management. It should be noted that the full scope of responsibilities associated with an Emergency Support Function's reflect those assigned to the County Primary Agency; and that the responsibilities assigned to a NJCU Primary, or Support Division/Department would be only that portion of responsibilities with which the New Jersey City University has the ability to provide.

In the event of a county-wide emergency, including an emergency that affects the New Jersey City University, agencies designated as a County Primary Agency will have primary responsibility for coordinating county-wide response and recovery efforts associated with their respective emergency support function as directed by the Hudson County Emergency Operations Center. NJCU Primary and Support Divisions/Departments assigned ESF responsibilities will work cooperatively with ESF County Primary Agencies during a county-wide emergency. Unless otherwise requested by Hudson County Emergency Operations, services provided by NJCU Primary, and Support Divisions/Departments will primarily be in support of NJCU response and recovery efforts.

For emergencies occurring on campus that are not part of a county-wide emergency or that do not exceed the capabilities of New Jersey City University emergency response resources, NJCU Primary and Support Divisions/Departments assigned ESF responsibilities will coordinate New Jersey City University response and recovery efforts associated with their respective emergency support function as directed by New Jersey City University Emergency Operations.

II. EMERGENCY SUPPORT FUNCTION LISTING.

A. ESF 1 – Transportation. The purpose of Emergency Support Function 1 is to provide coordination of transportation assets to support emergency operations. This support includes:

1. Performance of and assisting with evacuation and re-entry.
2. Process all transportation assistance requests and tasks received in the EOC.
3. Prioritize transportation resources for the movement of people, materials, and services.

4. Perform necessary actions to assist with recovery operations.

*County Lead Agency Hudson County Public Works
NJCU Lead Division/Facilities Department*

B. ESF 2 – Communications. The purpose of Emergency Support Function 2 is to provide coordination of local actions to be taken to assure the provision of required communications support to local disaster personnel. Restoration of essential communication systems is coordinated by ESF 2. Additionally, ESF 2 plans, coordinates, and assists in communications support to County disaster response elements. ESF 2 will coordinate communications assets (equipment and services) locally, plus State, voluntary and other resources including military and private sector.

*County Lead Agency Jersey City Fire Department
NJCU Lead Division/Department New Jersey City University Department of Public Safety
NJCU Support Division/Department Office of Information Technology*

C. ESF 3 – Public Works. The purpose of Emergency Support Function 3 is to provide and coordinate resources (personnel, equipment, facilities, materials, and supplies) to support public works and infrastructure needs during an emergency or disaster. Public Works resources under the authority of ESF 3 will be used to perform or assist with the following:

1. Debris clearance and providing emergency ingress/egress to affected area(s).
2. Clearing, repair, or construction of damaged emergency access routes necessary for the transportation of rescue personnel, equipment and supplies.
3. Emergency restoration of critical public services and facilities.
4. Emergency demolition or stabilization of damaged structures and facilities designated as immediate hazards to public health and safety.
5. Provide technical assistance and damage assessment.

*County Lead Agency Hudson County Public Works
NJCU Lead Division/Facilities Department*

D. ESF 4 – Fire Rescue. The purpose of Emergency Support Function 4 is to provide coordination of support services to Firefighting activities as part of disaster response. Areas of activities include urban, suburban, rural, wild land and the interface between each environment. Firefighting activities consist of:

1. Managing Firefighting assets.

2. Detection and suppression of fires.
3. Mobilization and coordination of personnel, equipment, and supplies.
4. Interfacing with ESF 8 (Health and Medical), ESF 9 (Search and Rescue) and ESF 10 (Hazardous Materials).

*County Lead Agency Jersey City Fire Department
NJCU Lead Division/Department None*

E. ESF 5 – Information & Planning. The purpose of Emergency Support Function 5 is to compile, analyze and coordinate the overall information and planning activities in the County Emergency Operations Center (EOC) in support of disaster response and recovery operations

*County Lead Agency Hudson County Office of Emergency Management
NJCU Lead Division/Department Risk Management*

F. ESF 6 – Mass Care. The purpose of Emergency Support Function 6 is to coordinate activities involved with the emergency provision of temporary shelters, emergency mass feeding and the bulk distribution of coordinated relief supplies for disaster victims and workers.

County Lead Agency Hudson County Department of Community Support Services

G. ESF 7 – Resource Support. The purpose of Emergency Support Function 7 is to provide logistical and resource support to local entities involved in delivering emergency response and recovery efforts related to disasters. ESF 7 is responsible for providing direct and active support to emergency response and recovery efforts during the initial phase after a disaster. This support includes locating, procuring, and issuing resources, personnel, heavy equipment, generators and transportation of such in coordination with ESF 5.

*County Lead Agency Hudson County Department of Administrative Services
NJCU Lead Division/Department Operation and Innovation, Facilities Department,
Procurement and Human Resources*

H. ESF 8 – Health & Medical. The purpose of Emergency Support Function 8 is to coordinate the Hudson County health and medical resources required to respond to local public health and medical needs prior to and following a significant event. ESF 8 provides the means for a public health response, triage, treatment and transportation of victims of an emergency/disaster; assistance in the evacuation of victims out of impacted area(s); immediate support to hospitals and other health care facilities; provision of emergency mental health counseling for individuals and the community and the re-establishment of all health and medical systems.

County Lead Agency Hudson County Public Health Unit

*NJCU Lead Division/Department Health Sciences Program
New Jersey City University Counseling Resource Network*

I. ESF 9 – Search & Rescue. The purpose of Emergency Support Function 9 is to search and locate missing persons in rural or urban areas after a disaster. Wildland search and rescue may involve locating missing persons, boaters, or passengers on downed aircraft. Urban search and rescue may involve locating missing persons in damaged structures resultant from a disaster.

*County Lead Agency Jersey City Fire Rescue
NJCU Lead Division/Department New Jersey City University Department of Public Safety*

J. ESF 10 – Hazardous Materials. The purpose of Emergency Support Function 10 is to coordinate response to and recovery from an actual or potential discharge and/or release of a hazardous material resulting from a disaster.

*County Lead Agency Hudson County Department of Environmental Protection
NJCU Lead Division/Department Risk Management/Facility Services and Department of Environmental Health and Safety*

K. ESF 11 – Food & Water. The purpose of Emergency Support Function 11 identifies, procure, and arrange for the transport and distribution of food and water to affected area(s) and for emergency workers. ESF 11 will determine food and water needs following a disaster, obtain and/or arrange for appropriate resources to meet the shortfalls.

*County Lead Agency Jersey City Fire Rescue
NJCU-None*

L. ESF 12 – Utilities. The purpose of Emergency Support Function 12 is to provide coordination of emergency power to support emergency response and recovery operations and to normalize community functions. ESF 12 includes electric power, distribution systems, fuel, and emergency generators.

ESF 12 involves coordinating the provision of emergency energy supplies, transporting, and delivering fuel and the provision of emergency power to support immediate response efforts as well as the restoration of the normal supply of power. ESF 12 will work closely with local, state, and federal agencies including energy offices, suppliers, and distributors.

*County Lead Agency County Department of Public Works
NJCU Lead Division/Department Facilities and Procurement*

M. ESF-13 – Military. New Jersey's Comprehensive Emergency Management Plan (CEMP) outlines the tasking and responsibilities for integrating military support with disaster operations. Refer to the State CEMP for general guidance, policies, and authorities.

County Lead Agency Hudson County Office of Emergency Management

NJCU Lead Division/Department None

N. ESF-14 – Public Information. The purpose of Emergency Support Function 14 is to disseminate information on emergencies and protective actions to the public through the news media and other mechanisms. ESF 14 is concerned with coordinating, preparing, and disseminating all disaster-related information to the public via the media. Additionally, ESF 14 coordinates, prepares, and disseminates information to the public through the Hudson County Rumor Control Line operated by the Hudson County Crisis Center.

County Lead Agency Hudson County Communications Coordinator's Office
NJCU Lead Division/Department Office for the *Office of University Relations*
New Jersey City University Department of Public Safety

O. ESF-15 – Volunteers & Donations. The purpose of Emergency Support Function 15 is to provide a central point for the coordination of information and activities of voluntary agencies responding in times of disaster and the effective utilization of donated goods.

County Lead Agency Hudson County United Way and American Red Cross
NJCU Lead Division/Department Vice President for Student Affairs

Appendix 8 - NJCU Global Initiatives Emergency Management Plan

I.Purpose. The purpose of this appendix is to identify the additional steps needed when the NJCU Emergency Management Plan is being applied to cases of international travel. For all three levels of response (1-Minor Incident, 2-Emergency, 3-Disaster), there are aspects of travel abroad which could require other actions by NJCU, such as contacting an embassy or consulate. These are applicable for NJCU student, faculty, and staff travel abroad. Through this appendix, international incidents and the accompanying steps required can be integrated into the existing Plan.

II.General Protocol. An actionable incident is one impacting the well-being or safety of a member of the group or the group as a whole and must immediately be reported to the University. In cases of actionable incidents, the designated faculty, or staff in charge of the itinerary will call Craig Katz, Director of International Programs (Director IP), via mobile at 609-532-1222. If the Director IP does not answer or does not return the call within 5 minutes, and designated faculty or staff determine that the incident is serious and warrants an immediate response, they are instructed to contact AVP Cunningham directly, via mobile at 551-247-6519. AVP Cunningham will then initiate communications with the Administration through Public Safety (201-200-3128). If neither the Director nor AVP responds, designated faculty or staff should contact Public Safety directly.

Assuming the Director IP does answer or return the call, he will initiate communication with the Administration by contacting the Office of Public Safety and the AVP for Global Initiatives (AVP-GI), Tamara Cunningham. In this communication process, the designated faculty, or staff on the ground abroad as well as the Director IP and the AVP-GI will make an assessment about whether the incident is Level 1 (Minor Incident), Level 2 (Emergency), or Level 3 (Disaster) within the overall NJCU Emergency Management Plan. When the communication is completed and the appropriate level of response has been determined, the Director IP will prepare an incident report.

Traveling faculty or staff should be aware that it is equally important to contact the Director of International Programs regarding *perceived or potential risks*; for example, if they become aware of a civil disturbance or disaster in the area near their current or anticipated location, they are advised to communicate the matter and confirm that they are not or will not be impacted by the event. Students should also be encouraged to reach out to family to verify that they are not affected.

Prompt communication is crucial, as is effectively managing the flow of information. In the case of serious incidents, NJCU administration will make initial contact with the affected party's family and will manage communications with the US State Department and/or insurance providers if necessary. Designated faculty and staff on travel itineraries need to be continuously on-call for the duration of any such events.

All trip participants (faculty, staff, and students) are required to register with the US Department of State's Smart Traveler Enrollment Program (STEP) <https://step.state.gov>

prior to traveling and must submit confirmation of registration to the Office of Global Initiatives. This program provides the US Government with background information on all US citizens who are temporarily overseas. US Permanent Residents **cannot** enroll in STEP, but similar programs may be available through their countries of citizenship. Effective Fall 2019, the Health and Safety section of travel orientations will include contact information for NJCU Office of Public Safety in the unlikely event that students are in an emergency situation and trip leaders are incapacitated.

III. International Incident Types & Additional Steps

- a. **If traveling faculty, staff or students suffer serious injury/illness.** The University must be contacted immediately, per the above protocol. The Director IP will immediately contact the AVP-GI, who will then contact the Provost and VP Student Affairs (VPSA) and follow up with an Incident Report containing up to date information.
- b. **If traveling faculty, staff or students suffers Assault (sexual and/or physical).** The designated staff or faculty member should report the assault to the University as soon as possible. If local police are not already involved, they must be alerted immediately. The Director IP will immediately contact the AVP-GI, who will then contact the Provost and VP Student Affairs (VPSA) and follow up with an Incident Report containing up to date information.
- c. **Disappearance.** If any traveling student, faculty, or staff goes missing, the above protocol should be followed, with the added proviso that the US Embassy and/or Consulate should be notified in addition to local police. AVP-GI will communicate with VPSA, and VPSA will communicate with missing person's family. Designated faculty or staff who are abroad should work with local police, the nearest U.S. Embassy or Consulate, and utilize the services of the Overseas Citizens Services office in Washington, D.C. at 1-888-407-4747 (from outside the United States and Canada, call 202-501-4444). In the event that the missing individual is not located quickly, the University Crisis Leadership Team may be convened.
- d. **Death of traveling faculty, staff, or student.** All key parties, including PS, IP, AVP-GI, Dean, VPSA, Provost, and President must be informed within minutes of designated staff or faculty for that itinerary learning that a death has occurred. Within 24 hours of being informed, the Director IP must gather available information and submit a more complete Incident Report. In consultation with all available on-campus experts regarding repatriation of remains, the President will make the decisions about each step of the process. Dean of Students & VPSA will communicate with victim's family.
- e. **Civil Unrest, Protests, Strikes.** In such cases, the designated faculty or staff member for the itinerary should immediately report incidents to PS and the
- f. Director IP within several hours at most, and the Director IP will submit an Incident Report to the AVP-GI, Provost and VPSA within 24 hours, analyzing the severity of the threat. VPSA will decide whether to escalate to the NJCU President and/or U.S. Dept. of State. For minor unrest, authority for decision-making shall reside with VPSA, with an invitation to consult Provost and President. For major unrest, the Provost and President make decisions. Dean of

Students & VPSA will communicate with families of participants.

- g. Natural Disaster.** In natural disasters, designated, responsible individuals for each itinerary are expected first and foremost to lead all participants to a safe location. Once a stable location is found, the designated staff or faculty member must do everything possible to contact the Director IP and Public Safety. Information must be escalated to AVP-GI, Provost, the VPSA, and the President by anyone who gets news via phone, email, or social media. The Dean of Students & VPSA will communicate with the families of travelers. HTH international travel insurance coverage includes Natural Disaster Assistance; the Director of IP will initiate communications with the insurance carrier.

IV. Emergency Protocol governing J-1 Exchange Visitors while within the United States

- a. Serious Problem of Controversy.** Per the Code of Federal of Regulations New Jersey City University is required to notify the Department of State promptly by telephone (to be confirmed in writing) of any serious problem or controversy which could be expected to bring the Department of State or NJCU’s program into notoriety or disrepute [22 CFR 62.13(b)].
- b. Monitoring of Participants.** NJCU is required to monitor their participants' welfare and progress to the extent appropriate for the category and ensure that their activities are consistent with the category indicated on the Form DS-2019. NJCU is also to require that all exchange visitors keep them apprised of their current addresses and phone numbers of their participants and to maintain this information [22 CFR 62.10(e)]. NJCU is required to provide all participants with emergency contact information.

V. Visiting Students and Scholars. The Office of Global Initiatives will contact the appropriate foreign embassy and/or consulate for assistance on behalf of a visiting student and/or scholar.

VI. Emergency Response Protocols for Faculty or Staff Led Study Abroad – based on “Effective Crisis Management” by Joseph L. Brockington, Education Abroad (Jul/Aug 2006)

	Protocols for Faculty/Staff Trip Leaders and University Administration		
Key questions	(A) Serious injury/illness	(B) Assault (sexual and/or physical)	(C) Disappearance
Who needs to be informed and when ?	Public Safety (PS) and International Programs (IP) must be informed on same day that injury occurs, or illness begins. Within 24 hours of being informed, IP must submit Incident Report to the AVP for Global Initiatives (AVP-GI), Provost and VPSA for consultation.	Trip leader should immediately report assault to PS and IP, within several hours at most . If local in-country police are not already involved, they must be alerted immediately. Public Safety will report to Vice Presidents, Provost & President in compliance with on-campus policies.	After several hours of a staff, faculty, or student’s disappearance , protocols for Assault should be followed, with the added proviso that the US Embassy and/or Consulate should be notified in addition to local in-country police.

<p>Who has the ultimate authority to make decisions?</p>	<p>Based on the judgment of the Provost, Incident Report can be escalated to the President, who has final authority regarding hospitalizations or illness-related evacuations.</p>	<p>For minor physical assaults, authority for decision-making shall reside with the provost, with an invitation to consult the President. For major assaults and sexual assaults, the President shall be in charge in compliance with HIPPA regulations.</p>	<p>All questions of disappearance not resolved within 24 hours must be escalated to the Provost, Vice Presidents and the President.</p>
<p>Who will carry out which aspects of the response? What support services will be needed?</p>	<p>Dean of Students & VPSA will communicate with victim’s family. IP, AVP-GI, Provost, and President will manage press releases, support campus community as needed.</p>	<p>Dean of Students & VPSA will communicate with victim’s family and will arrange counseling to support victim or families as needed. IP, Provost, and President will manage press releases, support campus community as needed.</p>	<p>Dean of Students & VPSA will communicate with missing person’s family, and will arrange counseling to support families as needed. IP, AVP-GI, Provost, and President will manage press releases and engage with Embassy/Consulate.</p>
<p>At what point should the institution’s crisis team be convened and who makes that decision?</p>	<p>If at any point the injury or illness becomes critical / life-threatening, the IP can call an emergency meeting of that team.</p>	<p>If the Dean of Student Affairs, Provost, or any Counselor deems it necessary, any one of them can convene a meeting of the crisis team.</p>	<p>If the missing participant has not been found within 24 hours of last being seen, the President shall convene to NJCU crisis team.</p>
<p>Key questions</p>	<p>(D) Death of participant</p>	<p>(E) Civil Unrest, Protests, Strikes</p>	<p>(F) Natural Disaster</p>
<p>Who needs to be informed and when?</p>	<p>All key parties, including PS, IP, AVP-GI, Deans, Vice Presidents, Provost and President must be informed within minutes of trip leader learning that a death has occurred. Within 24 hours of being informed, IP must gather available information and submit</p>	<p>Trip leader should immediately report incidents to PS and IP within several hours at most, and IP will submit an Incident Report to the AVP-GI, Provost and Vice Presidents within 24 hours, analyzing the severity of the threat. Vice Presidents will decide whether to</p>	<p>In natural disasters, trip leaders are expected first and foremost to lead all participants to a safe location. Once a stable location is found, trip leaders must do everything possible to contact PS. Information must be escalated to IP, AVP-GI, Provost, the Vice Presidents, and the President by any campus</p>

	a more complete Incident Report.	escalate to President and/or U.S. Dept. of State.	representative who gets news via phone, email or social media.
Who has the ultimate authority to make decisions?	In consultation with all available on-campus experts regarding repatriation of remains, the President will make the decisions about each step of the process.	For minor unrest, authority for decision-making shall reside with Vice Presidents, with an invitation to consult the President. For major unrest, the President shall be in charge.	Minor or distant natural disasters, and the status of travelers potentially in harm's way, can be handled by the IP and Vice Presidents. Major disasters, especially those in proximity to travelers, should be handled by the President.
Who will carry out which aspects of the response? What support services will be needed?	Dean of Students & VPSA will communicate with victim's family. IP, AVP-GI, Provost, and President will manage press releases, support campus community as needed.	Dean of Students & VPSA will communicate with students' families. Academic Deans will convene information sessions on unrest as needed. IP, AVP-GI, Provost, and President will manage press releases, support campus community as needed.	Dean of Students & VPSA will communicate with the families of travelers, and will arrange counseling to support families as needed. IP, AVP-GI, Provost, and President will manage press releases and engage with Embassy/Consulate.
At what point should the institution's crisis team be convened and who makes that decision?	All key parties, upon learning of a death, can call an emergency meeting of the crisis team.	Trip leaders, Academic Deans, IP, AVP-GI, Provost and Vice Presidents can call for a meeting of the crisis team based on their understanding of the unrest, its context, and in-country conditions.	If the natural disaster is determined to be major or in proximity to travelers, the President shall convene to NJCU crisis team.

VII. Steps to be taken by NJCU before any faculty or staff trip leader begins international travel with students

- a. Systematic collection and distribution of phone numbers to trip leaders:
 - Public Safety 201-200-3127 / 3128
 - International Programs cellular 609-532-1222
 - Assistant Vice President for Global Initiatives cellular and office 551-247-6519/ 201-200-3500
 - Provost and Senior Vice President 201-200-3430
 - Vice President for Student Affairs and Enrollment Management 201-200-3507
 - Dean of Students 201-200-3525

- Counseling center office number 201-200-3165
 - Office of the President 201-200- 2349 / 3113 / 3111
 - Legal Counsel 201-200-2039
 - Procurement 201-200-3159
- b. Required faculty/ staff training regarding Emergency Response Protocols for Faculty or Staff Led Study Abroad
- c. Systematic, mandatory plan for at least one of the international trip leaders to have international cellular service.
- d. Internal distribution of the names and contact information of NJCU's Crisis Team (to include cell numbers and not just office numbers).
- e. Memorandum distributed to all key NJCU parties containing travel itinerary, international flight reservations, passport scans, and HTH travel insurance confirmations for all travelers.

Appendix 9 – Critical Operations Roles and Responsibilities NJCU Emergency Management Plan

I. Facility Services

- A.** Assignments relating to preplanning, preparation, and actual disaster task requirements.
- B.** Procedures for providing assistance to the New Jersey City University Incident Commander and Emergency Operations Center.
- C.** Operation of permanently installed generators, their refueling and operations maintenance.
- D.** Availability of portable generators and associated gear ready for dispatching to locations identified by the Incident Commander.
- E.** Maintenance of radio communications and interface capabilities with the New Jersey City University Department of Public Safety and the Emergency Operation Center (EOC).
- F.** University shall adequately plan to provide the following services during a disaster. These include:
 - 1.** Assure adequate fuel supply or provide a back-up supply during an emergency.
 - 2.** Establish emergency power requirements and a plan for emergency generating equipment in cases of power failure.
 - 3.** Assign “emergency vehicle” status to University vehicles and equipment providing emergency services.
 - 4.** Provide 7 day a week fueling support during an emergency.
- G.** Risk Management may provide required support for roles in:

II. Student Health

- A.** Maintain medical services for sick or injured students.
- B.** Establish programs as directed by CDC or other health agencies in response to a threat to the public health.

III. Risk Management

- A.** Promote development of effective emergency and continuity of operations plans.

- B.** Provide representation to the University EOC.
- C.** Assist in damage assessment and building condition reports.
- D.** Maintain information on the content and location of radiological, chemical, biological and fire safety hazards.
- E.** Assess the value of New Jersey City University property – buildings, building contents and other New Jersey City University assets.
- F.** Documentation and submission of claims.
- G.** Collect & analyze damage assessment reports.
- H.** Coordination on emergency plans/annexes.
 - 1. Infectious Diseases Plan Annex.
 - 2. Terrorism Response Plan Annex.
 - 3. Natural Disaster Plan Annex.
- I.** On an as needed basis at the direction of the Incident Commander as required to support emergency operations.

IV. Department of Public Safety

- A.** Preserve law, order, and campus security.
- B.** Provide security in shelters.
- C.** Control access to buildings and scene of the disaster.
- D.** Coordinate with local, county and state agencies independently or through the Hudson County Emergency Operations Center to implement mutual aid agreements.
- E.** Maintain University Emergency Operation center on a continuous basis including internal and external radio communications, and coordination with the New Jersey City University Incident Commander.
- F.** Communicate emergency notification information with the Campus community through Rave Alert, NJCU Alert Us and other social media platforms
- G.** Provide the maximum appropriate number of officers on duty.
- H.** Consult with the Shelter Managers for buildings designated as public shelters and

establish appropriate security procedures.

I. Conduct security assessments and develop Response Plans from a terrorism perspective.

V. Office of University Relations

A. Coordination of all information disseminated to the press and the public.

B. Activate Emergency Information section of NJCU Web Page.

C. Provide for a consistent “one-voice” to the news media and all other interested parties.

D. Provide/coordinate for rumor control and emergency communications.

E. Assign specific individuals (primary & alternate) to disseminate information, specify emergency response steps and maintain contact with the following:

1. News media (TV, Newspapers, etc.)

2. Government agencies and civil authorities

3. Faculty and Staff

4. Students

5. Parents

6. New Jersey City University Emergency Hotline

7. Monitor and report on information flow and impact of events on key publics

8. Audit communications post-event.

VI. Student Affairs

A. Coordinate with other campus and community agencies to identify and address the safety and security needs of students.

B. Develop procedures to communicate with and account for students in emergency situations.

C. Implement a comprehensive program for emergency shelter for students currently housed in the on-campus facilities.

D. Coordinate with local agencies and support organizations to provide shelter alternatives for students residing off campus.

- E. Provide consultation to and coordinate student leadership and organizations regarding their participation in the mitigation of the emergency.

VII. Counseling Center

A. The University Counseling Services shall provide emergency psychological crisis intervention services to students, faculty, and staff. The UCS coordinator or designate will:

1. Respond to an institutional request for crisis intervention by coordinating and mobilizing volunteer counseling personnel for on-site services.
2. Plan for and provide on-site triage, individual and group interventions, and initiate referrals for more specialized and follow up care.
3. Maintain a list of New Jersey City University and community resources, meet annually with liaison personnel, and engage periodically in training and simulation exercises.

VIII. Office of Finance

- A. Provide plan for ongoing food service for students, employees and emergency workers who may remain on campus during an emergency.
- B. Provide for emergency transportation of students.
- C. Facilitate emergency procurement of goods and services.
- D. Provide for emergency food service operations.
- E. Assist with the identification of alternative locations for critical housing and academic functions.
- F. Secure appropriate insurance.
- G. Evaluation of damaged assets.
- H. Together with Human Resources, maintain the continuity of Payroll Processing Services
- I. Ensure that emergency funds are available for expenditure as New Jersey City University priorities change during periods of crisis.
- J. Maintain accurate financial and administrative records in periods of changing priorities and emergency decisions.

- K.** Develop and maintain accurate, detailed accounting and personnel records for emergency preparation and recovery for reimbursement through insurance and FEMA.

IX. Information Technology (IT)

- A.** Provide critical communications services (phone, email, and website) for EOC.
- B.** Provide critical communications services (phone, email, and website) for University Relations.
- C.** Implement ITS emergency procedures and disaster recovery plan as required.
- D.** Re-establish affected communications connectivity, as required.
- E.** Repair and restore network and computing infrastructures.
- F.** Secure critical data and information resources.

X. Human Resources (HR)

- A.** Together with the Division of Finance, maintain the continuity of Payroll Processing Services.
- B.** Maintain the continuity of critical Employee Benefit Services.
- C.** Provide for employee counseling.
- D.** In a post disaster community-wide disaster:
 - 1.** Assess Faculty and Staff availability.
 - 2.** Assist with the appropriation of personnel.
 - 3.** Assist employees with work recovery needs – psychological help, day care center, time off for personal needs, etc.
- E.** Maintain current emergency contact information for employees.

XI. Academic Affairs

- A.** Develop procedures to communicate with and account for teaching faculty in emergency situations.
- B.** Develop plans to identify alternate facilities where New Jersey City University activities

can be conducted in the event of the destruction, disablement, or denial of access to existing facilities.

- C. Identify and prioritize critical support services and systems.
- D. Identify and ensure recovery of critical classroom assets.
- E. Develop plans to reschedule classes in conjunction with the provost.

XII. Athletics

- A. Develop plan for evacuating athletic facilities during athletic events.
- B. Develop emergency plan to use athletic facilities as a shelter during and after an emergency.

XIII. Library

- A. Identify and assist with the evaluation of library assets – books, collections, etc.
- B. Develop plans and procedures to protect critical library assets.

XIV. Labs

- A. Identify and prioritize critical support services and systems.
- B. Identify and develop plans for the securing of dangerous research materials.
- C. Develop plans and procedures to protect critical research assets.
- D. For special assets (research animals, environmental sensitive materials, etc.) develop backup plans for electrical and other required basic services.

Appendix 10 – Pandemic Response

I. Remote Instruction

A. Class Schedules and Delivery

Classes will generally remain as scheduled for in-person, online, and hybrid sessions.

- In-person attendance will be subject to adjusted classroom capacity and safety protocols and may be scheduled on a rotating basis. Remote attendance may take the form of watching a recorded lecture, watching, and participating in a live video discussion or participating in a discussion or other online learning platform such as BlackBoard.
- All classes will use the same BlackBoard online learning management system.
 - “Online classes” do not have scheduled in-person sessions; all course content is accessed in Canvas.
 - “Hybrid classes” have periodic scheduled in-person sessions, but the majority of course content is accessed in Canvas.

For classes in which remote attendance cannot fully replicate the in-person experience, such as art studios or science labs, specialized solutions to enable physical participation will be needed. We are exploring alternative schedules that would permit in-person attendance, which may be periodic over the usual term as with hybrid classes or may be intensive over a shorter term. Full details regarding the operating platforms for each course are still being developed, and further information will be

B. Office of Specialized Services - Disability Support Services and Supplemental Instruction (SI)

Mental health conditions may qualify students for accommodations, and temporary accommodations are available. Individual appointments for students and families are provided online; face-to-face services will resume when appropriate.

All employees will return on a rotating basis. Virtual meetings will continue to be held with students via Zoom. Regular communication will be maintained with students and staff via email and text messaging (EAB is being utilized for messaging student cohorts, Group Me App for Supplemental Instruction Leaders (SILs), and Blackboard messaging for SI student cohorts) and by phone. All Supplemental Instruction sessions will continue to be held via Zoom throughout the fall semester. In-person sessions will be added to the schedule as needed or upon request. Qualtrics forms will continue to be utilized to collect disability documentation, SI leader applications, and to disseminate satisfaction surveys to students. Staff will be available to proctor in-person exams according to the daily testing schedule. (FC, SD, CP, PG)

C. Academic Support

In addition to resuming some face-to-face services, University Advising Services and The HUB Tutoring Center will continue to provide high-quality virtual support options. Physical distancing and health precautions will be implemented in advisors’ offices and tutoring locations. Also, NJCU will continue to support student well-being and academic success through extensive outreach via emails, phone calls, and text messages

II. Campus Facilities

A. Dining Services

Students, faculty, and staff will have access to dining options. All options will be implemented

using social distancing protocols. Dining will continue to be offered using the Grubub app for ordering and social distancing techniques for food distribution.

University officials will work with Gourmet Dining staff members to determine which eateries will be available for food services. Options include, but are not limited to, GSUB Cafeteria, Vodra Dining Hall, and Dunkin Donuts.

Safety Protocols include To-Go Services, enhanced cleaning, small seating capacities, amongst other recommended safeguarding measures.

All members of the dining staff will wear face masks, gloves, and additional PPE, including face guards where needed.

There will be one main cafeteria open where proper protocols regarding entrances and exits will be marked until further notice.

All staff will be behind protective barriers, and methods for non-touch payment options will be introduced.

All seating areas will be closed, and students will have to-go options until further notice. These are the same practices that were followed in the spring of 2020 when dining remained open for residential students during the initial COVID-19 shut down.

The NJCU Gothic Knight Food Pantry will remain open and operating during normal hours. Any student or member of the community in need may also schedule an appointment with the Dean of Students staff to obtain food. All food will be available in to-go bags; there will be no “shopping” until further notice.

B. On-Campus Housing

Housing is critical to the overall NJCU experience. Even so, housing students during times of heightened health concerns requires a sophisticated system of protocols.

NJCU is committed to providing students with housing options as a basic human need. When residence halls reopen, NJCU will implement appropriate policies, procedures, and protocols.

When students return to residence halls, the University will communicate expectations, policies, and protocols for move-in and the use of elevators using current guidelines. The following is what students can expect:

- All residential students must be tested within the two weeks for COVID-19 before moving into the residence halls.
- University personnel will clean and disinfect common public areas multiple times a day using appropriate guidelines and products.
- Housing assignments will be made using a system (Erez) which adheres to social distancing and health-related risk reduction guidelines while attempting to meet the needs of students who have applied for housing. This system has been in place for the last two academic years.
- Move-in and Move-Out processes will be “touchless,” where students will not need to sign into their spaces. During the spring 2020 semester, Residence Life implemented an “Express Check Out” process that will be utilized again during the fall. For Move-In, students will simply need to swipe in to check into their spaces, electronically sign all documents through the Erez system (housing database), and all paperwork will be waiting for students in their rooms ahead of time.
- Curbside check-in will be available for families to drop off students during the move-in process. There will be additional cleaning of all entrances, elevators, and common spaces

during this time. Family members will not be permitted to assist with move-in. NJCU will provide move-in ambassadors to assist students with their belongings.

- Residential Life & Housing staff members will participate in specialized training sessions to enhance their ability to identify and address health-related concerns in residence halls.
- Students with known or suspected exposure to COVID-19 will be required to participate in University isolation protocols. This may include relocation to isolation housing, returning home for a designated period, alternative methods for food access and/or delivery, participation in tracing protocol, limited access to University facilities, and/or transitioning to alternative course delivery methods.
- The Office of Housing & Residence Life, the Health Center, and the Dean of Students Office will work with any student in isolation to provide food, supplies, and academic resources to ensure the student is safe. A per diem nurse will monitor any student who is ill and will provide medical guidance to them.
- NJCU will have testing and medical staff on-site to assist any student who is ill. Public Safety will assist in transportation for any student who requires off-site medical services.
- University personnel will continue to offer educational and social development opportunities using appropriate social distancing techniques and/or technology-based methods.
- Common areas of buildings will be open or closed based upon current guidelines. All expectations will be posted throughout buildings and online.
- There will be no guests permitted into the residence halls, and room to room visitation will also be prohibited until further notice. Any family member who wishes to enter the halls must first be tested for COVID-19 and provide proof of negative results before entering.
- No student at NJCU will be denied housing. NJCU will maintain 60% occupancy of its residence halls. Once 60% is met, NJCU will be working with off-campus affiliates to provide housing at no additional cost to students.

C. Enhanced Cleaning Protocol

The global public health concern involving COVID-19 is being closely monitored to ensure the health and safety of the campus community.

The Housekeeping Department is following social distancing and appropriate sanitization practices and protocols to limit the spread of COVID-19. Institutional policies and procedures were developed in accordance with the Centers for Disease Control and Prevention (CDC), Occupational Safety and Health Administration (OSHA), and Association of Physical Plant Administrators (APPA) regulations, guidelines, and standards.

Residence Halls

Cleaning, Sanitizing and Disinfecting

The NJCU housekeeping staff is working diligently to enrich the cleanliness of all common areas and restrooms in the residence hall.

The staff uses cleaning products certified by the Environmental Protection Agency (HDQ2 disinfectant/ fungicide, TB-Cide Quat, Tribase neutral cleaner, Lysol disinfectant spray, Lysol disinfecting wipes).

Common areas and shared restrooms are cleaned and disinfected daily.

Shared Bathrooms

Shared bathrooms are a feature of all student housing facilities at NJCU. In the CO-OP Dormitory these bathrooms are cleaned and sanitized four times daily. In suite-style residence halls, restroom cleaning is the responsibility shared by student occupants.

Restrooms serviced by NJCU housekeeping staff will be cleaned four times daily with additional incidental cleaning upon request. Service includes cleaning and sanitizing all sinks, handles, stall locking mechanisms, mirrors, floors, and toilets. All paper products and soap dispensers are replenished, and waste is removed from receptacles.

Lounges, Study Rooms and Kitchens

Based on current CDC guidelines, the Housekeeping staff will:

Implement twice-daily enhanced cleaning and disinfection in these spaces using EPA-rated products. Services include emptying trash receptacles, cleaning and disinfecting furniture, window ledges, glass, sinks, microwaves, refrigerators, stoves, doorknobs, light switches, keypads, and monitors.

Laundry Rooms

All washers, dryers, sinks, glass, window ledges, doorknobs, light switches, and floors will be cleaned and sanitized twice daily. Other routine cleaning such as emptying trash receptacles and removing dust and debris in the laundry area will continue.

Academic and Administrative BuildingsCleaning, Sanitizing and Disinfecting

The staff uses cleaning products certified by the Environmental Protection Agency. Innovative electrostatic sprayers are used to sanitize all common areas, bathrooms, classrooms, and offices.

General Classrooms

Classrooms will receive touch-up cleaning throughout each day when classes are in session (during non-occupied times) and a comprehensive cleaning and sanitization at nights after classes. All horizontal surfaces, door handles and other frequently touched areas will be clean and disinfected. Trash receptacles will be emptied, floors will be cleaned, white boards will be erased and cleaned, and classrooms will be reset (traditional classroom style layout).

Lab Spaces

Labs will receive touch-up cleaning throughout each day when classes are in session (during unoccupied times) and a comprehensive cleaning and sanitization at nights after classes. All horizontal surfaces, door handles and other frequently touched areas will be clean and disinfected. Trash receptacles will be emptied, floors will be cleaned, white boards will be erased and cleaned, and labs will be reset (original lab set-up). No lab equipment nor experiments will be touched. Soap and paper towels will be replenished as needed.

Computer Labs

The housekeeping staff will clean and disinfect all horizontal surfaces, including tabletops, keyboards, power cords from each computer station, door handles, light switch, computer mice, chairs and other high touch areas twice a day (morning and evening). Trash receptacles will be empty followed by traditional lab style set-up.

Offices

Offices will be entered daily to empty wastebaskets and recycling. The evening shift will clean and disinfect desks, door handles, light switches and other frequently touched surfaces with Lysol disinfecting wipes and the use of innovative electrostatic sprayers to sanitize all offices.

Vacuuming will occur on a weekly basis or more frequently as needed or requested. Occupants must ensure confidential information is secured. If personal items are in spaces, the housekeeping staff has been advised to avoid disturbing those areas.

Restrooms

Restrooms are cleaned and sanitized four times daily with additional incidental cleaning upon request. All sinks and toilets are thoroughly cleaned and disinfected per cleaning. All paper products are replenished, and waste is removed from receptacles. Door handles, stall locking mechanisms, and mirrors are cleaned and disinfected. Additional refreshing of restrooms occurs throughout the day. This includes wiping down sinks, refilling soap dispensers and paper towels, and emptying the trash.

Gym

The gym will be cleaned and sanitized four times daily with additional incidental cleaning upon request. Trash receptacles will be emptied, all tabletop and horizontal surfaces will be disinfected and wipe down. All floors will be cleaned, showers, door handles and other frequently touched items will be disinfected. Soap and paper towels dispensers will be replenished. Enhanced cleaning is planned for all general areas, including lockers and cubbies. The lobby floor will be cleaned, all tabletops and seat backs in the lobby and conference rooms will be disinfected daily. All rugs and mats will be vacuumed daily

III. Student & Employee Quarantine Procedures

A. COVID-19 Response Protocol for Presumptive & Positive Cases

If you suspect that you have been infected with or test positive for COVID-19, please follow the steps below according to which category you are in.

Definition of Terms

- Positive Case: Tested positive for COVID-19
- Presumptive Positive: Presumed positive through active or passive monitoring
- Active Monitoring: Temperature screening for fever
- Passive Monitoring: Daily surveys and/or self-assessments

The decision to close part or all of the school is determined by the JCHD in conjunction with New Jersey Department of Health using guidance and criteria set by CDC, WHO and State of New Jersey.

For Resident Students

1. Step 1 - Contact

Students experiencing symptoms, who are presumptive and/or have tested positive should self-isolate, contact their health care provider and follow these steps

2. Step 2 - Notifications

During the school day, contact the Dean of Students Office at deanofstudents@njcu.edu. After hours, call Public Safety at 201-200-3128.

Both will ensure communication with NJCU Contact Tracer & Environmental Health & Safety Department (EHS)

EHS contacts University Crisis Leadership Team

Student will notify instructor(s) of absence
 Student will remain isolated and await test results.

3. Step 3 - Contact Tracing

Initiated by NJCU Contact Tracer, Jersey City Health Department (JCHD), and/or Local Health Department* (LHD)

“Close Contacts” of case will be identified. Steps for isolation will be determined based on vaccination status. For those unvaccinated, “Close Contacts” will be required to isolate at home, whether symptomatic or asymptomatic, and must monitor their health for 14 days from the last exposure to a COVID-19 presumptive or positive case.

NJCU Contact Tracer/JCHD/LHD will follow-up with positive cases and “Close Contacts” for the next 14 days

**Local Health Department: Jurisdiction where student/faculty/staff resides.*

Students, Faculty, and Staff on Campus

1. Step 1 - Contact

Individuals experiencing symptoms, who are presumptive and/or have tested positive should self-isolate, contact their health care provider and follow the remaining steps below.

2. Step 2 – Notification

a. Students on Campus

During the school day, contact the Dean of Students Office at deanofstudents@njcu.edu. After hours, call Public Safety at 201-200-3128.

Both will ensure communication with NJCU Contact Tracer & Environmental Health & Safety Department (EHS)

EHS will contact the Facilities Department (for cleaning) and the University Crisis Leadership Team.

b. Faculty & Staff

During working hours, employee will immediately notify Human Resources (HR) at 201-200-2335. After hours, call Public Safety at 201-200-3128.

HR will assist with transportation if necessary.

HR will notify manager of situation.

HR will ensure communication with NJCU Contact Tracers & Environmental Health & Safety Department(EHS).

EHS will contact the Facilities Department for cleaning & University Crisis Leadership Team.

3. Step 3 - Contact Tracing

Initiated by NJCU Contact Tracer, Jersey City Health Department (JCHD), and/or Local Health Department* (LHD).

“Close Contacts” of case will be identified. Steps for isolation will be determined based on vaccination status. For those unvaccinated, “Close Contacts” will be required to isolate at home, whether symptomatic or asymptomatic, and must monitor their health for 14 days from the last exposure to a COVID-19 presumptive or positive case.

NJCU Contact Tracer/JCHD/LHD will follow-up with positive cases and “Close Contacts” for the next 14 days.

**Local Health Department: Jurisdiction where student/ faculty/staff resides.*

Faculty and Staff off Campus

1. Step 1 - Contact

Individuals experiencing symptoms, who are presumptive and/or have tested positive should self- isolate, contact their health care provider and follow the remaining steps below.

2. Step 2 - Notification

Contact manager immediately.

Manager will notify Human Resources (HR).

HR will ensure communication with NJCU Contact Tracers & Environmental Health & Safety Department (EHS).

EHS will contact the Facilities Department (for cleaning) and the University Crisis Leadership Team.

3. Step 3 - Contact Tracing

Initiated by NJCU Contact Tracer, Jersey City Health Department (JCHD), and/or Local Health Department* (LHD).

“Close Contacts” of case will be identified. Steps for isolation will be determined based on vaccination status. For those unvaccinated, “Close Contacts” will be required to isolate at home, whether symptomatic or asymptomatic, and must monitor their health for 14 days from the last exposure to a COVID-19 presumptive or positive case.

NJCU Contact Tracer/JCHD/LHD will follow-up with positive cases and “Close Contacts” for the next 14 days.

**Local Health Department: Jurisdiction where student/ faculty/staff resides.*

B. Who should be tested?

- People who have symptoms of COVID-19
- People who have had a known exposure to someone with suspected or confirmed COVID-19.
- People who are fully vaccinated should get tested 3-5 days after exposure and wear a mask in public indoor settings for 14 days or until they receive a negative test result.
- People who are not fully vaccinated should quarantine and be tested immediately after being identified, and, if negative, tested again in 5–7 days after last exposure or immediately if symptoms develop during quarantine.
- *People not fully vaccinated with COVID-19 vaccine who are prioritized for expanded community screening for COVID-19.*
- People not fully vaccinated with COVID-19 vaccine who have been asked or referred to get testing by their school, workplace, healthcare provider, or health department

The following people who have been exposed to someone with COVID-19 do not need to get tested if they do not have COVID-19 symptoms:

- People who have tested positive for COVID-19 within the past 3 months and recovered, as long as they do not develop new symptoms, do not need to get tested.

IV. Campus Gatherings

We know that some level of risk will persist and will continue to limit in-person activities and interactions, as well as require physical distancing and safety protocols (face coverings while in buildings or at outside gatherings are required on campus until further notice) through the coming academic year. If the level of risk rises significantly, the University is prepared to operate under heightened safety precautions, including shelter in-place or campus closure orders.

Appendix 11 – Pandemic Emergency Plan

- I. Level Definitions
 - a. Level 1 (Global/National) - Confirmed cases of human-to- human transmission of Pandemic Flu Globally (*Preparedness Stage*)
 - b. Level 2 (Regional) - in addition to Level 1 actions, Confirmed case of Pandemic Flu in NJ, NY, PA, DE, and/or MD
 - c. Level 3 (NJCU Campus) - in addition to Level 2 actions, confirmed case(s) on NJCU Campus (*Only essential personnel required to report to campus*)
- II. NJCU Response

University Crisis Leadership Team (UCLT)

- a. Level 1 Confirmed cases of human-to- human transmission of Pandemic Flu Global/National
 1. Closely monitor the situation.
 2. Determine the location of any faculty, staff, or students traveling abroad under sponsorship of the institution.
 3. Gather and review information from NJLINCS (NJ local information network and communication), Hudson Regional Health Commission, and Jersey City OEM (Office of Emergency Management) NJDHSS (New Jersey Department of Health and Senior Services), and National Advisories from the CDC (Centers for Disease Control)
 4. Convene UCLT to brief on Pandemic Flu and review the emergency response plan for Pandemic Flu.
 5. Run test of NJCU AlertUS System
 6. Determine how general NIMS procedures already in place can be applied in a Pandemic Preparedness scenario.
 7. Review Emergency Response Plan for Pandemic Flu, making sure supplies are accounted for and everyone understands their responsibilities.
 8. Review list of campus essential personnel employees.
 9. Review housing and dining needs.
 10. Review travel policy – prepare travel restrictions.
 11. Essential personnel and back-ups receive Pandemic Flu training from Director of Environmental Health & Safety in coordination with Health & Wellness Center
 12. Gather information to prepare status report for the President and Vice Presidents
- b. Level 2 (in addition to Level 1 actions) Confirmed case of Pandemic Flu in NJ, PA, MD, DE, and NY
 1. Activate UCLT. Meet as needed to accomplish all level 2 tasks and prepare for level 3 scenarios.
 2. Identify an Incident Commander (IC), and alternates for IC.
 3. Consider cancellation of sporting events and conference/special events.
 4. Consider options to CLOSE the University.
 5. Consider the need to quarantine areas, identify locations, security of locations, and care for anticipated occupants.
 6. Assemble a crisis counseling group and prepare for a level 3 scenario.

7. Ensure trained essential personnel are notified (Prepare for no-shows and callouts).
 8. Request status reports from all critical entities on campus to determine readiness. Place immediate order for essential supplies.
 9. Contact all NJCU affiliated programs meeting on campus property: i.e., A. Harry Moore School, Visual and Performing Arts High School, University Academic Charter High School, BDI
 10. Identify all NJCU visiting groups
- c. Level 3 (in addition to Level 2 actions) Confirmed case(s) on NJCU Campus [Only essential personnel required to report to campus.]
1. Activate NJCU AlertUS - Close Campus
 2. Command Center is activated and fully operational.
 3. Assure the safe evacuation of all students and all non-essential staff. Residential students
 4. Cancel all travel/ campus visitations other than essential personnel.
 5. Attempt to mitigate other emergencies.
 6. Ensure communication needs are met (website, NJCU AlertUS system, media, phones, voice mails, flyers, all available forms of communications.)
 7. Plan rotating shifts of UCLT members on site and provide for food and onsite housing.
 8. Ensure Counseling Center meets psychological needs of University community.
 9. Ensure needs of Dining Service, Residence Life, Health & Wellness, Facilities and Public Safety are being met in terms of food, supplies, medical and staffing.

Director of Environmental Health & Safety (EHS)

- a. Level 1 Confirmed cases of human-to- human transmission of Pandemic Flu Global/National
1. Brief the convened UCLT.
 2. Develop in-service training programs for Pandemic flu.
 3. Assist in identifying NJCU essential personnel who can be cross trained to assist.
 4. Schedule and coordinate the training of essential personnel.
 5. Ensure that personal protective equipment (PPE) and other supplies are ready and in adequate supply – consult with Health & Wellness Center.
 6. In consultation with Health and Wellness Center develop a process on transporting individuals to hospitals.
 7. Train essential personnel and backups in the proper use of respiratory protection, (PPE) along with proper disposal procedures.
- b. Level 2 (in addition to Level 1 actions) Confirmed case of Pandemic Flu in NJ, PA, MD, DE, and NY
1. Continue Level #1
 2. Be in constant communication with the Department of Health & Hudson Regional Health Commission.
 3. Develop plan for medication distribution in consultation with Department of Health & Hudson Regional Health Commission.
 4. Arrange for additional medical biological waste pickups.

- c. Level 3 (in addition to Level 2 actions) Confirmed case(s) on NJCU Campus [Only essential personnel required to report to campus.]
 - 1. Continue Level #2
 - 2. Support campus operations for Public Safety, Facilities, Health and Wellness Center and external agencies

Public Safety Department (PSD)

- a. Level 1 Confirmed cases of human-to- human transmission of Pandemic Flu Global/National
 - 1. Establish and maintain departmental personnel needs for both quarantine and site shutdown scenarios.
 - 2. Ensure Human Resources has current list of essential security personnel.
 - 3. Gather and review NJCU UCLT information.
 - 4. Gather and review information from NJ Office of Homeland Security and Preparation.
 - 5. Be in contact with: Hudson County OEM Jersey City Police Department Liberty Health Care System (EMS)
 - 6. Alert H&WC if anyone has flu-like symptoms.
 - 7. Ensure Command Center is ready for Activation (phones, laptop, etc.).
- b. Level 2 (in addition to Level 1 actions) Confirmed case of Pandemic Flu in NJ, PA, MD, DE, and NY
 - 1. Review security measures for quarantined areas as well as site shutdown scenarios.
 - 2. Prepare entrances of campus for shut down, i.e., cones, wooden horses, locking gates, etc.
 - 3. Educate individuals coming on campus of status of emergency response (verbally and by handing out flyers) as per University statement from Public Relations.
- c. Level 3 (in addition to Level 2 actions) Confirmed case(s) on NJCU Campus [Only essential personnel required to report to campus.]
 - 1. Command Center is activated and staffed (Rossey Hall Rm. 115)
 - 2. Secure buildings in site shutdown (both Computer card access and physically).
 - 3. Secure entrances of campus perimeter, i.e., cones, wooden horses, lock gates, etc.
 - 4. Assist Health and Wellness with requests.
 - 5. Provide security during any quarantine.

Health & Wellness Center (H&WC)

- a. Level 1 Confirmed cases of human-to- human transmission of Pandemic Flu Global/National
 - 1. Implement infection control policies and procedures that help limit the spread of influenza on campus (promotion of hand hygiene, cough/sneeze etiquette).
 - 2. Procure, store, and provide sufficient and accessible infection prevention supplies (soap, alcohol-based hand hygiene produces, tissues and receptacles for their disposal).
 - 3. Encourage students, faculty, and staff to get annual influenza vaccine.

4. Post personal and family protection and response strategies on University web (www.flu.gov).
 5. Post pandemic influenza fundamentals on University web (signs and symptoms of influenza, modes of transmission).
 6. Gather information to prepare a status report for Director of Counseling & Health & Wellness Center
- b. Level 2 (in addition to Level 1 actions) Confirmed case of Pandemic Flu in NJ, PA, MD, DE, and NY
1. All tasks identified in Level 1.
 2. Be in regular contact (daily or more as needed) with local and State Public Health Officials.
 3. Provide the community with the CDC travel recommendations.
 4. Health and Wellness Center will monitor individual(s) with flu-like symptoms and will notify administration, if there is a large increase.
 5. Instruct ill students, staff, and faculty to stay home (unless seeking medical care).
 6. Continue to recommend vaccinations to eligible students, faculty, and staff. Follow CDC, state, and local health authority's guidelines.
 7. Set up Telephone Triage Protocol for Influenza.
 8. Develop influenza tracking system to monitor illnesses on campus.
 9. Engage in trainings offered by DHHS/CDC to address current pandemic concerns and to assist in preparation
- c. Level 3 (in addition to Level 2 actions) Confirmed case(s) on NJCU Campus [Only essential personnel required to report to campus.]
1. All tasks included in Level 1 & 2.
 2. Implement a Telephone Triage Protocol to screen all influenza-like patients who call into Health & Wellness Center.
 3. Advise Isolation and monitoring of suspected cases. Follow CDC, state, and local authority guidelines.
 4. Refer clients to Counseling Services as needed.
 5. Assist Residence Life with quarantining and isolation protocols.
 6. Establish phone triage lines for Health Services. Follow State and County protocol for patient testing.
 7. Work with Local and State Department of Health to implement any recommended strategies.
 8. Gather information to prepare a status report for Director of Counseling & Health & Wellness Center

Facilities Management (FCM)

- a. Level 1 Confirmed cases of human-to- human transmission of Pandemic Flu Global/National
1. Identify building ventilation system diagrams.
 2. Provide a list of essential FCM personnel to Human Resources.
 3. Ensure that there are adequate biological waste containers in all appropriate areas in coordination with Director of Environmental Health & Safety.
 4. Identify potential quarantine, isolation, and residence locations for those who cannot go home.

5. Ensure contingency plans in case of fuel, water, and energy shortages are current and accurate.
 6. Stockpile cleaning and disinfecting supplies, facial tissues, toilet paper, and disposable towels.
 7. Cross train essential personnel in PPE, cleaning and disinfecting techniques, blood borne pathogens, and communication protocol.
- b. Level 2 (in addition to Level 1 actions) Confirmed case of Pandemic Flu in NJ, PA, MD, DE, and NY
 1. Distribute respirators and PPE's to essential personal.
 - c. Level 3 (in addition to Level 2 actions) Confirmed case(s) on NJCU Campus [Only essential personnel required to report to campus.]
 1. Assist in Biological waste control and removal.
 2. Provide assistance and support to Public Safety, Health & Wellness, Dining and Residence Life efforts and external agencies.

Human Resources (HR)

- a. Level 1 Confirmed cases of human-to- human transmission of Pandemic Flu Global/National
 1. Human Resources will request notification from faculty & staff of travel to affected regions and maintain a current list for potential use in a health crisis situation.
 2. Review call-off policy.
 3. Identify personnel available for telephone support work.
 4. Prepare action plan to deal with essential personnel no shows.
 5. Consider backups for essential personnel.
 6. Essential personnel will be approached prior to a crisis to determine any problems in being available and staying available.
- b. Level 2 (in addition to Level 1 actions) Confirmed case of Pandemic Flu in NJ, PA, MD, DE, and NY
 1. In coordination with the Controller's Office, review Business Continuity plans.
 2. Develop correspondence, in conjunction with Public Information, to Union officials illustrating how the University's Pandemic Plan may affect their members.
- c. Level 3 (in addition to Level 2 actions) Confirmed case(s) on NJCU Campus [Only essential personnel required to report to campus.]
 1. Activate call-off policy.
 2. Telephone support team will be in place redeploying office personnel to the crisis center from HR and other offices.
 3. All essential personnel will be listed, and backups identified for each person or function.

Counseling Center

- a. Level 1 Confirmed cases of human-to- human transmission of Pandemic Flu Global/National

1. Convene staff
 2. Arrange training on crisis management to staff and faculty who may act as emergency triage clinicians.
- b. Level 2 (in addition to Level 1 actions) Confirmed case of Pandemic Flu in NJ, PA, MD, DE, and NY
1. Continue level 1 response.
 2. Generate letter to active Counseling Center clients regarding plans for continuation of care.
 3. Generate letter to NJCU community regarding related mental health issues
- c. Level 3 (in addition to Level 2 actions) Confirmed case(s) on NJCU Campus [Only essential personnel required to report to campus.]
1. Continue and refine level 1 and 2 responses.
 2. Provide crisis management support and brief treatment services either face-to-face or remotely.

Vice President of Finance & Administration (or Representative)

- a. Level 1 Confirmed cases of human-to- human transmission of Pandemic Flu Global/National
1. Review insurance coverage.
 2. Benchmark risk management response and insurance coverage options with peer universities.
 3. Review content of internal and external public information bulletins and announcements.
 4. Authorize the purchasing of necessary supplies.
 5. Bursar to identify/review plan for billing and collection policies during pandemic event.
- b. Level 2 (in addition to Level 1 actions) Confirmed case of Pandemic Flu in NJ, PA, MD, DE, and NY
1. Review NJCU Business Continuity & Disaster Recovery Plans.
 2. Risk Management – develop business impact analysis.
- c. Level 3 (in addition to Level 2 actions) Confirmed case(s) on NJCU Campus [Only essential personnel required to report to campus.]
1. Determine longevity of Business interruption.
 2. Contact insurance agencies as needed.
 3. Prepare for supply/equipment purchases.

Office of Public Information

- a. Level 1 Confirmed cases of human-to- human transmission of Pandemic Flu Global/National
1. Develop/review plan to communicate to NJCU community, local community, vendors and media the following: Precautions to avoid getting infected What to do if you think you're infected Where to access updated information.

2. Review policy informing Campus Community on how and when they will be contacted again and ways to access updated NJCU information in coordination with Health & Wellness Services
- b. Level 2 (in addition to Level 1 actions) Confirmed case of Pandemic Flu in NJ, PA, MD, DE, and NY
 1. Develop correspondence enumerating communications plan, including methods to access current updated NJCU information.
 2. Write media release as well as contacting media and set up phone interview.
 3. Create poster that will be placed in every building on every floor with same information as letter.
 - c. Level 3 (in addition to Level 2 actions) Confirmed case(s) on NJCU Campus [Only essential personnel required to report to campus.]
 1. Create JIC - Update media on situation on campus.
 2. Develop letter that will include how often website and phone message will be updated each day.
 3. Develop communication/response to families of infected or quarantined.

Department of Information Technology (IT)

- a. Level 1 Confirmed cases of human-to- human transmission of Pandemic Flu Global/National
 1. Identify/review IT essential staff.
 2. Provide necessary communications in the command center and for any quarantine sites including telephones, fax line and data jacks.
 3. Make preparations for site shutdown scenarios.
 4. Consider education continuance possibilities during quarantine and site shutdown scenarios by supporting faculty for alternative online course delivery.
 5. Establish and maintain departmental personnel needs for both quarantine and site shutdown scenarios.
 6. Ensure Human Resources has current list of essential personnel.
 7. IT should develop/review list of portable computing devices.
- b. Level 2 (in addition to Level 1 actions) Confirmed case of Pandemic Flu in NJ, PA, MD, DE, and NY
 1. Support campus actions
- c. Level 3 (in addition to Level 2 actions) Confirmed case(s) on NJCU Campus [Only essential personnel required to report to campus.]
 1. Same as Level 2

Academic Affairs

- a. Level 1 Confirmed cases of human-to- human transmission of Pandemic Flu Global/National
 1. Vice President’s Office will work with Deans and faculty members to develop course continuity and communications action plan.

2. Vice President's Office will ask Director of Library Services to develop plan to ensure continuation of library services essential for instruction in case of closure.
 3. Vice President's Office will work with the IT staff members and Deans to implement Blackboard/webct training.
 4. Vice President's Office will direct Deans to review contingency plans for research projects or live organisms requiring care.
- b. Level 2 (in addition to Level 1 actions) Confirmed case of Pandemic Flu in NJ, PA, MD, DE, and NY
1. Vice President's Office will instruct School Deans to prepare or implement continuation/ communication plans under the assumption that the campus may close on short notice.
 2. Vice President's Office will direct Deans to implement contingency plans for research projects or live organisms requiring care.
 3. Vice President's Office in conjunction with the Office of the Vice President for Student Affairs will attempt to determine if an alternative academic calendar will be necessary and communicate any alteration in the academic calendar to the University community.
- c. Level 3 (in addition to Level 2 actions) Confirmed case(s) on NJCU Campus [Only essential personnel required to report to campus.]
1. Pending length of crisis Alternative Instruction methods will be employed when possible.
 2. Research project/live organism care plans will be implemented.
 3. Pending longevity Updated information about University academic calendar will be provided on a regular basis to the University community.

Residence Life

- a. Level 1 Confirmed cases of human-to- human transmission of Pandemic Flu Global/National
1. Arrange for Pandemic training through Director of Public Health and Safety. Train essential personnel on risks and response.
 2. Identify/review potential rooms and/or buildings to be used for quarantined students.
 3. Identify/review and list students who will need alternative housing.
 4. Provide a list of essential personnel to Human Resources.
 5. Alert Health Services if encountering students with flu like symptoms.
- b. Level 2 (in addition to Level 1 actions) Confirmed case of Pandemic Flu in NJ, PA, MD, DE, and NY
1. Assist with quarantine/ relocation plans.
 2. Identify/ locate residents
- c. Level 3 (in addition to Level 2 actions) Confirmed case(s) on NJCU Campus [Only essential personnel required to report to campus.]

1. Activate plan from level 2 to quarantine students in conjunction with the guidance from the State Health Department.

Auxiliary Services Dining Services (CulinArt) Barnes & Noble

- a. Level 1 Confirmed cases of human-to- human transmission of Pandemic Flu Global/National
 1. Inventory onsite supplies of perishable and non- perishable food, paper products and bottled water.
 2. Create menus with portion amounts to be served.
 3. Determine amount of meals capable to serve from supplies on hand.
 4. Create emergency order list to maximize length of time to serve meals.
 5. Procure emergency kits for key staff members delivering to quarantined persons.
 6. Train staff members that would work during shelter-in-place.
 7. Create a written plan of action for food service staff.

- b. Level 2 (in addition to Level 1 actions) Confirmed case of Pandemic Flu in NJ, PA, MD, DE, and NY
 1. Coordinate with Residence Life on meal delivery to quarantined students.
 2. Increase inventory to maximum storage capacity.
 3. Alert key personnel to be on standby.

- c. Level 3 (in addition to Level 2 actions) Confirmed case(s) on NJCU Campus [Only essential personnel required to report to campus.]
 1. Activate plan for providing food service

Office of Global Initiatives

- a. Level 1 Confirmed cases of human-to- human transmission of Pandemic Flu Global/National
 1. Closely monitor situation.
 2. Determine the location of any and all international student(s) regardless of exposure.
 3. Determine the location of any faculty, staff, or students traveling abroad under sponsorship of institution.
 4. Facilitate return of individual students/ groups when appropriate and feasible based upon their location
 5. If a student has recently arrived from or traveled to an at-risk area, monitor the student’s health during the incubation period in coordination with state and local health resources.
 6. Review list of department essential personnel employees.
 7. Review housing and dining needs of affected international students.
 8. Review travel policy – prepare travel restrictions.
 9. Essential personnel and back-ups receive Pandemic Flu training from Director of Environmental Health & Safety in coordination with Health & Wellness Center
 10. Gather information to prepare status report for the President and Provost.
 11. Prepare a statement to all international partner institutions that have international students studying at NJCU.

- b. Level 2 (in addition to Level 1 actions) Confirmed case of Pandemic Flu in NJ, PA, MD, DE, and NY
 - 1. Continue Level 1 Response
 - 2. Follow instructions from CIRT and the State of New Jersey Department of Health.
 - 3. Consider cancellation of trips/conferences/special events/incoming delegation visits.
 - 4. Prepare for a level 3 scenario.
 - 5. Request status reports from all senior staff members. Place immediate order for essential supplies for students residing on campus.
 - 6. Send statement/status update to all international partner institutions that have international students studying at NJCU.

- c. Level 3 (in addition to Level 2 actions) Confirmed case(s) on NJCU Campus [Only essential personnel required to report to campus.]
 - 1. Continue with Level 2 Response
 - 2. Determine the location of any and all international student(s) regardless of exposure.
 - 3. Determine the location of any faculty, staff, or students traveling abroad under sponsorship of institution.
 - 4. Promptly notify the US Department of State of any Exchange Visitor or their dependent who falls ill. Complete Academic and Government Programs Incident Report and submit back to DoS
 - 5. Promptly notify the US Department of Homeland Security via email of any International Student (or their dependent) who falls ill.
 - 6. Notify affected exchange visitors' home school
 - 7. Review list of department essential personnel employees.
 - 8. Review housing and dining needs of affected international students.
 - 9. Review travel policy –implement travel restrictions.
 - 10. Gather information to prepare status report for the President and Provost.

III. REFERENCE LIST OF RESOURCES

- a. Christina Butieb-Bianco
Public Health Emergency Notification System Coordinator
Hudson Regional Health Commission
595 County Ave. Building 1 Secaucus, NJ 07094
Phone: 201-223-1133
Fax: 201-558-0691
Email: cbutieb@hudsonregionalhealth.org
Web: <http://www.hudsonregionalhealth.org>

- b. HUDSON COUNTY Office of Emergency Management
595 COUNTY AVENUE BUILDING 1 SECAUCUS NJ 07094
Fax: (201) 369-5200
24/7: (201) 915-1300

E-mail:

Deputy Coordinator: James Woods

URL: jwoods@hcnj.us

Director, W. Greg Kierce

Phone: 201-547-5681

Jersey City Office of Emergency Management

715 Summit Avenue Jersey City, NJ 07306

c. Department of Health and Senior Services

P. O. Box 360, Trenton, NJ 08625-0360

Phone: (609) 292-7837

Toll-free in NJ: 1-800-367-6543

d. Department of Fire and Emergency Services

465 Marin Boulevard Jersey City, NJ 07302

Tel: (201) 547-4239

Fax: (201) 547-4398

James Shea, Director

Steven McGill, Fire Chief – sjmcgill@njcps.org

e. Department of Health & Human Services

201 Cornelison Avenue Jersey City, NJ 07304

Tel: 201-547-6800

Fax: 201-547-6816

Stacey Flanagan, Director – sflanagan@jcnj.org

f. Division of Health

1 Journal Square Plaza 2nd Floor Jersey City, NJ 07306

Tel: (201) 547-5545

Fax: (201) 547-5168

Dr. Shatrughan Bastola, Health Officer

Sonali Limaye, Assistant Health Officer – slimaye@jcnj.org

Happy Boor, Chief Sanitary Inspector – happy@jcnj.org

g. Department of Police

8 Erie Street Jersey City, NJ 07302

Tel: (201) 547-5300

Fax: (201) 547-5283

Web: <http://www.njjcpd.org/>

James Shea, Director

Michael Kelly, Police Chief

h. Department of Public Works (DPW)

Public Works Complex, 13-15 Linden Avenue East Jersey City, NJ 07305

Tel: 201-547-4400

Fax: 201-369-7252
 Allison Solowsky, Director – asolowsky@jcnj.org
 Jeffrey Dublin, Assistant Director
 Hector Ortiz, Assistant Director

IV. Office of Local Health NJ Local Health Departments

County	Health Department/Address	Health Officer	Phone/Fax/Email/Web Site
Hudson	Bayonne Dept of Health Municipal Building 630 Avenue C Bayonne, NJ 07002-3878	Vincent A. Rivelli Vr1@njlincs.net Health Officer Health Director	Phone: 201-858-6139 Fax: 201-858-6111 bayhealthbb@hotmail.com www.bayonnenj.org Serving: Bayonne
Hudson	Harrison Health Dept 318 Harrison Avenue Harrison, NJ 07029-1752	Janet Castro Jcastro@northbergen.org Health Officer	Phone:973-268-2441 Fax: 973-482-2924 www.townofharrison.com Serving: Harrison
Hudson	Hoboken Health Dept 124 Grand Street Hoboken, NJ 07030-4297	Nancy Tarantino ntarantino@hobokennj.gov Health Officer	Phone:201-420-2375, Ext. 2040 Fax: 201-420-7862 health124@aol.com Department of Health and Senior Services P. O. Box 360, Trenton, NJ 08625-0360 Phone: (609) 292-7837 Toll-free in NJ: 1-800-367-6543 Serving: Hoboken
Hudson	Jersey City Health Dept One Journal Square Plaza - #2 Jersey City, NJ 07306	Dr. Shatrughan Bastola sbastola@jcnj.org Health Officer	Phone:201-547-5545 Fax: 201-547-4848 www.hudsoncountynj.org Serving: Jersey City
Hudson	Kearny Dept of Health 645 Kearny Avenue Kearny, NJ 07032-2998	Kenneth R. Pincus kpincus@kearnynj.org Health Office	Phone:201-997-0600 Fax: 201-997-9703 www.kearnyusa.com Serving: East Newark & Kearny
Hudson	North Bergen Health Dept	Janet Castro Jcastro@northbergen.org	Phone:201-392-2084 Fax: 201-392-2153

	1116 43rd Street North Bergen, NJ 07047	Health Officer	www.hudsoncountynj.org/ Serving: North Bergen & Union City
Hudson	Hudson Regional Health Commission Meadowview Campus 595 County Ave - Bldg.1 Secaucus, NJ 07094	Janet Castro Jcastro@northbergen.org Health Officer	Phone: 201-223-1133 Fax: 201-223-0122 www.hudsonregional.org Serving: No municipalities are covered
Hudson	West New York Health Dept 428 - 60th Street, Room 31 West New York, NJ 07093	Janet Castro Jcastro@northbergen.org Health Officer	Phone:201-295-5070 Fax: 201-869-1715 www.hudsoncountynj.org Serving: Guttenberg, Secaucus, Weehawken & West New York

Appendix 12 - Glossary/National Incident Management System (NIMS) definitions NJCU Emergency Management Plan

Critical Operations Unit Plan. A Critical Operations Unit Plan identifies emergency preparation, coordination, and response activities for specific functional Units. Each area identified with critical or special responsibilities is required to develop and maintain a Critical Operations Unit Plan.

Emergency Management Plan (EMP). The EMP is intended to establish policies, procedures, and organizational structure for response to emergencies that are of sufficient magnitude to cause a significant disruption of the functioning of all or portions of the New Jersey City University.

Emergency Management Plan Coordinator. The Emergency Management Plan Coordinator is a member of the University Crisis Leadership Team who is responsible for the maintenance of the Emergency Management Plan. The Emergency Management Plan Coordinator consults directly with the New Jersey City University Incident Commander during an actual emergency.

Emergency Operations Center (EOC). The EOC serves as the centralized, well-supported location in which the University Crisis Leadership Team and the University Crisis Leadership Team may gather and assume their respective roles.

University Crisis Leadership Team (UCLT). The UCLT is comprised of senior level management representing areas of the New Jersey City University that have critical EMP execution responsibilities. At the direction of the New Jersey City University Incident Commander, the UCLT executes the Emergency Management Plan during an emergency.

University Crisis Leadership Team Leaders (UCLTL). The EMP is an assemblage of New Jersey City University officials appointed by the President to advise and assist in making emergency-related policy decisions. The EMP is also responsible for the review and approval of the Emergency Management Plan.

National Incident Management System (NIMS). NIMS is a modular emergency management system designed for all hazards and levels of emergency response. The system is used by the Department of Homeland Security and throughout the United States as the basis for emergency response management.

Communications Center. The central telecommunication facility that receives and disseminates emergency information. The New Jersey City University Department of Public Safety maintains this facility on a 24/7/365 basis.

Response Annex. Response Annexes are plans that address specific types of threats/incidents (i.e. terrorism, natural disaster, etc.). The identification of key personnel and the definition of specific responsibilities and procedures to mitigate the specific threat are detailed in these plans.

Unit. A Unit is a department, school, or other defined entity of the New Jersey City University.

New Jersey City University Incident Commander. The New Jersey City University Incident Commander is in charge of the University Crisis Leadership Team. The New Jersey City

University Incident Commander is the individual responsible for the command and control of all aspects of an emergency situation.

Definitions from National Incident Management System (source: Local and Tribal NIMS Integration)

Assessment: The evaluation and interpretation of measurements and other information to provide a basis for decision-making.

Assignments: Tasks given to resources to perform within a given operational period that are based on operational objectives defined in the IAP.

Assistant: Title for subordinates of principal Command Staff positions. The title indicates a level of technical capability, qualifications, and responsibility subordinate to the primary positions. Assistants may also be assigned to unit leaders.

Assisting Agency: An agency or organization providing personnel, services, or other resources to the agency with direct responsibility for incident management. See also Supporting Agency.

Available Resources: Resources assigned to an incident, checked in, and available for a mission assignment, normally located in a Staging Area.

Branch: The organizational level having functional or geographical responsibility for major aspects of incident operations. A branch is organizationally situated between the section and the division or group in the Operations Section, and between the section and units in the Logistics Section. Branches are identified by the use of Roman numerals or by functional area.

Chain of Command: A series of command, control, executive, or management positions in hierarchical order of authority.

Check-In: The process through which resources first report to an incident. Check-in locations include the incident command post, Resources Unit, incident base, camps, staging areas, or directly on the site.

Chief: The ICS title for individuals responsible for the management of functional sections: Operations, Planning, Logistics, Finance/Administration, and Intelligence (if established as a separate section).

Command: The act of directing, ordering, or controlling by virtue of explicit statutory, regulatory, or delegated authority.

Command Staff: In an incident management organization, the Command Staff consists of the Incident Command and the special staff positions of Public Information Officer, Safety Officer, Liaison Officer, and other positions as required, who report directly to the Incident Commander. They may have an assistant or assistants, as needed.

Common Operating Picture: A broad view of the overall situation as reflected by situation reports, aerial photography, and other information or intelligence.

Communications Unit: An organizational unit in the Logistics Section responsible for providing communication services at an incident or an EOC. A Communications Unit may also be a facility (e.g., a trailer or mobile van) used to support an Incident Communications Center.

Cooperating Agency: An agency supplying assistance other than direct operational or support functions or resources to the incident management effort.

Coordinate: To advance systematically an analysis and exchange of information among principals who have or may have a need-to-know certain information to carry out specific incident management responsibilities.

Deputy: A fully qualified individual who, in the absence of a superior, can be delegated the authority to manage a functional operation or perform a specific task. In some cases, a Deputy can act as relief for a superior and, therefore, must be fully qualified in the position. Deputies can be assigned to the Incident Commander, General Staff, and Branch Directors.

Dispatch: The ordered movement of a resource or resources to an assigned operational mission or an administrative move from one location to another.

Division: The partition of an incident into geographical areas of operation. Divisions are established when the number of resources exceeds the manageable span of control of the Operations Chief. A division is located within the ICS organization between the branch and resources in the Operations Section.

Emergency: Absent a Presidentially declared emergency, any incident(s), human-caused or natural, that requires responsive action to protect life or property. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, an emergency means any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

Emergency Operations Centers (EOCs): The physical location at which the coordination of information and resources to support domestic incident management activities normally takes place. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOCs may be organized by major functional disciplines (e.g., fire, law enforcement, and medical services), by jurisdiction (e.g., Federal, State, regional, county, city, tribal), or some combination thereof.

Emergency Operations Plan: The "steady-state" plan maintained by various jurisdictional levels for responding to a wide variety of potential hazards.

Emergency Public Information: Information that is disseminated primarily in anticipation of an emergency or during an emergency. In addition to providing situational information to the public, it also frequently provides directive actions required to be taken by the general public.

Emergency Response Provider: Includes Federal, State, local, and tribal emergency public safety, law enforcement, emergency response, emergency medical (including hospital emergency facilities), and related personnel, agencies, and authorities. See Section 2 (6), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002). Also known as Emergency Responder.

Evacuation: Organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas, and their reception and care in safe areas.

Event: A planned, non-emergency activity. ICS can be used as the management system for a wide range of events, e.g., parades, concerts, or sporting events.

Federal: Of or pertaining to the Federal Government of the United States of America.

Function: Function refers to the five major activities in ICS: Command, Operations, Planning, Logistics, and Finance/Administration. The term function is also used when describing the activity involved, e.g., the planning function. A sixth function, Intelligence, may be established, if required, to meet incident management needs.

General Staff: A group of incident management personnel organized according to function and reporting to the Incident Commander. The General Staff normally consists of the Operations Section Chief, Planning Section Chief, Logistics Section Chief, and Finance/Administration Section Chief.

Group: Established to divide the incident management structure into functional areas of operation. Groups are composed of resources assembled to perform a special function not necessarily within a single geographic division. Groups, when activated, are located between branches and resources in the Operations Section. (See Division.)

Hazard: Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

Incident: An occurrence or event, natural or human-caused, that requires an emergency response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

Incident Action Plan (IAP): An oral or written plan containing general objectives reflecting the

overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of the incident during one or more operational periods.

Incident Command Post (ICP): The field location at which the primary tactical level, on-scene incident command functions are performed. The ICP may be collocated with the incident base or other incident facilities and is normally identified by a green rotating or flashing light.

Incident Command System (ICS): A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

Incident Commander (IC): The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

Incident Management Team (IMT): The IC and appropriate Command and General Staff personnel assigned to an incident.

Incident Objectives: Statements of guidance and direction necessary for selecting appropriate strategy(s) and the tactical direction of resources. Incident objectives are based on realistic expectations of what can be accomplished when all allocated resources have been effectively deployed. Incident objectives must be achievable and measurable, yet flexible enough to allow strategic and tactical alternatives.

Initial Action: The actions taken by those responders first to arrive at an incident site.

Initial Response: Resources initially committed to an incident.

Intelligence Officer: The intelligence officer is responsible for managing internal information, intelligence, and operational security requirements supporting incident management activities. These may include information security and operational security activities, as well as the complex task of ensuring that sensitive information of all types (e.g., classified information, law enforcement sensitive information, proprietary information, or export-controlled information) is handled in a way that not only safeguards the information, but also ensures that it gets to those who need access to it to perform their missions effectively and safely.

Joint Information Center (JIC): A facility established to coordinate all incident-related public information activities. It is the central point of contact for all news media at the scene of the incident. Public information officials from all participating agencies should collocate at the JIC.

Joint Information System (JIS): Integrates incident information and public affairs into a cohesive organization designed to provide consistent, coordinated, timely information during crisis or incident operations. The mission of the JIS is to provide a structure and system for developing and delivering coordinated interagency messages; developing, recommending, and executing public information plans and strategies on behalf of the IC. advising the IC concerning public affairs issues that could affect a response effort; and controlling rumors and inaccurate information that could undermine public confidence in the emergency response effort.

Jurisdiction: A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority. Jurisdictional authority at an incident can be political or geographical (e.g., city, county, tribal, State, or Federal boundary lines) or functional (e.g., law enforcement, public health).

Liaison: A form of communication for establishing and maintaining mutual understanding and cooperation.

Liaison Officer: A member of the Command Staff responsible for coordinating with representatives from cooperating and assisting agencies.

Local Government: A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government: an Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation; a rural community, unincorporated town or village, or other public entity. See Section 2 (10), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

Logistics: Providing resources and other services to support incident management.

Logistics Section: The section responsible for providing facilities, services, and material support for the incident.

Major Disaster: As defined under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122), a major disaster is any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought), or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant disaster assistance under this Act to supplement the efforts and available resources of States, tribes, local governments, and

disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Management by Objective: A management approach that involves a four-step process for achieving the incident goal. The Management by Objectives approach includes the following: establishing overarching objectives; developing and issuing assignments, plans, procedures, and protocols; establishing specific, measurable objectives for various incident management functional activities and directing efforts to fulfill them, in support of defined strategic objectives; and documenting results to measure performance and facilitate corrective action.

Mitigation: The activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often informed by lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

Mobilization: The process and procedures used by all organizations (Federal, State, local, and tribal) for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

Multi-agency Coordination Entity: A multi-agency coordination entity functions within a broader Multi-Agency Coordination System. It may establish the priorities among incidents and associated resource allocations, de-conflict agency policies, and provide strategic guidance and direction to support incident management activities.

Multi-agency Coordination Systems: Multi-agency Coordination Systems provide the architecture to support coordination for incident prioritization, critical resource allocation, communications systems integration, and information coordination. The components of Multi-Agency Coordination Systems include facilities, equipment, emergency operation centers (EOCs), specific multi-agency coordination entities, personnel, procedures, and communications. These systems assist agencies and organizations to fully integrate the subsystems of the NIMS.

Multi-jurisdictional Incident: An incident requiring action from multiple agencies that each have jurisdiction to manage certain aspects of an incident. In ICS, these incidents will be managed under Unified Command.

Mutual-Aid Agreement: Written agreement between agencies and/or jurisdictions that they will assist one another upon request, by furnishing personnel, equipment, and/or expertise in a specified manner.

National: Of a nationwide character, including the Federal, State, local, and tribal aspects of governance and polity.

National Disaster Medical System: A cooperative, asset-sharing partnership between the U.S. Department of Health and Human Services, the U.S. Department of Veterans Affairs, the U.S. Department of Homeland Security, and the U.S. Department of Defense. NDMS provides resources for meeting the continuity of care and mental health services requirements of the Emergency Support Function 8 in the Federal Response Plan.

National Incident Management System: A system mandated by HSPD-5 that provides a consistent nationwide approach for Federal, State, local, and tribal governments; the private-sector, and nongovernmental organizations to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, local, and tribal capabilities, the NIMS includes a core set of concepts, principles, and terminology. HSPD-5 identifies these as the ICS; Multi-agency Coordination Systems; training; identification and management of resources (including systems for classifying types of resources); qualification and certification; and the collection, tracking, and reporting of incident information and incident resources.

National Response Plan: A plan mandated by HSPD-5 that integrates Federal domestic prevention, preparedness, response, and recovery plans into one all-discipline, all-hazards plan.

Nongovernmental Organization: An entity with an association that is based on interests of its members, individuals, or institutions and that is not created by a government but may work cooperatively with government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross.

Operational Period: The time scheduled for executing a given set of operation actions, as specified in the Incident Action Plan. Operational periods can be of various lengths, although usually not over 24 hours.

Operations Section: The section responsible for all tactical incident operations. In ICS, it normally includes subordinate branches, divisions, and/or groups.

Personnel Accountability: The ability to account for the location and welfare of incident personnel. It is accomplished when supervisors ensure that ICS principles and processes are functional and that personnel are working within established incident management guidelines.

Planning Meeting: A meeting held as needed prior to and throughout the duration of an incident to select specific strategies and tactics for incident control operations and for service and support planning. For larger incidents, the planning meeting is a major element in the development of the Incident Action Plan (IAP).

Planning Section: Responsible for the collection, evaluation, and dissemination of

operational information related to the incident, and for the preparation and documentation of the IAP. This section also maintains information on the current and forecasted situation and on the status of resources assigned to the incident.

Preparedness: The range of deliberate, critical tasks and activities necessary to build, sustain, and improve the operational capability to prevent, protect against, respond to, and recover from domestic incidents. Preparedness is a continuous process. Preparedness involves efforts at all levels of government and between government and private-sector and nongovernmental organizations to identify threats, determine vulnerabilities, and identify required resources. Within the NIMS, preparedness is operationally focused on establishing guidelines, protocols, and standards for planning, training and exercises, personnel qualification and certification, equipment certification, and publication management.

Preparedness Organizations: The groups and fora that provide interagency coordination for domestic incident management activities in a non-emergency context. Preparedness organizations can include all agencies with a role in incident management, for prevention, preparedness, response, or recovery activities. They represent a wide variety of committees, planning groups, and other organizations that meet and coordinate to ensure the proper level of planning, training, equipping, and other preparedness requirements within a jurisdiction or area.

Prevention: Actions to avoid an incident or to intervene to stop an incident from occurring. Prevention involves actions to protect lives and property. It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; heightened inspections; improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting, or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice.

Private Sector: Organizations and entities that are not part of any governmental structure. It includes for-profit and not-for-profit organizations, formal and informal structures, commerce and industry, and private voluntary organizations (PVO).

Processes: Systems of operations that incorporate standardized procedures, methodologies, and functions necessary to provide resources effectively and efficiently. These include resource typing, resource ordering and tracking, and coordination.

Public Information Officer: A member of the Command Staff responsible for interfacing with the public and media or with other agencies with incident-related information requirements.

Publications Management: The publications management subsystem includes materials development, publication control, publication supply, and distribution. The development and distribution of NIMS materials is managed through this subsystem. Consistent documentation is critical to success, because it ensures that all responders are familiar with the documentation used in a particular incident regardless of the location or the

responding agencies involved.

Qualification and Certification: This subsystem provides recommended qualification and certification standards for emergency responder and incident management personnel. It also allows the development of minimum standards for resources expected to have an interstate application. Standards typically include training, currency, experience, and physical and medical fitness.

Reception Area: This refers to a location separate from staging areas, where resources report in for processing and out-processing. Reception Areas provide accountability, security, situational awareness briefings, safety awareness, distribution of IAPs, supplies and equipment, feeding, and bed down.

Recovery: The development, coordination, and execution of service- and site-restoration plans; the reconstitution of government operations and services; individual, private sector, non-governmental and public-assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post-incident reporting; and development of initiatives to mitigate the effects of future incidents.

Recovery Plan: A plan developed by a State, local, or tribal jurisdiction with assistance from responding Federal agencies to restore the affected area.

Resources: Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

Resource Management: Efficient incident management requires a system for identifying available resources at all jurisdictional levels to enable timely and unimpeded access to resources needed to prepare for, respond to, or recover from an incident. Resource management under the NIMS includes mutual aid agreements; the use of special Federal, State, local, and tribal teams; and resource mobilization protocols.

Resources Unit: Functional unit within the Planning Section responsible for recording the status of resources committed to the incident. This unit also evaluates resources currently committed to the incident, the effects additional responding resources will have on the incident, and anticipated resource needs.

Response: Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include applying intelligence and other information to lessen the effects or consequences of an incident. increased security operations; continuing investigations into nature and source of the

threat; ongoing public health and agricultural surveillance and testing processes. immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

Safety Officer: A member of the Command Staff responsible for monitoring and assessing safety hazards or unsafe situations and for developing measures for ensuring personnel safety.

Section: The organizational level having responsibility for a major functional area of incident management, e.g., Operations, Planning, Logistics, Finance/Administration, and Intelligence (if established). The section is organizationally situated between the branch and the Incident Command.

Span of Control: The number of individuals a supervisor is responsible for, usually expressed as the ratio of supervisors to individuals. (Under the NIMS, an appropriate span of control is between 1:3 and 1:7.)

Staging Area: Location established where resources can be placed while awaiting a tactical assignment. The Operations Section manages Staging Areas.

State: When capitalized, refers to any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States. See Section 2 (14), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

Strategic: Strategic elements of incident management are characterized by continuous long-term, high-level planning by organizations headed by elected or other senior officials. These elements involve the adoption of long-range goals and objectives, the setting of priorities, the establishment of budgets and other fiscal decisions, policy development, and the application of measures of performance or effectiveness.

Strike Team: A set number of resources of the same kind and type that have an established minimum number of personnel.

Strategy: The general direction selected to accomplish incident objectives set by the IC.

Supporting Technologies: Any technology that may be used to support the NIMS is included in this subsystem. These technologies include orthophoto mapping, remote automatic weather stations, infrared technology, and communications, among various others.

Task Force: Any combination of resources assembled to support a specific mission or operational need. All resource elements within a Task Force must have common communications and a designated leader.

Technical Assistance: Support provided to State, local, and tribal jurisdictions when they have the resources but lack the complete knowledge and skills needed to perform a required activity (such as mobile-home park design and hazardous material assessments).

Terrorism: Under the Homeland Security Act of 2002, terrorism is defined as activity that involves an act dangerous to human life or potentially destructive of critical infrastructure or key resources and is a violation of the criminal laws of the United States or of any State or other subdivision of the United States in which it occurs and is intended to intimidate or coerce the civilian population or influence a government or affect the conduct of a government by mass destruction, assassination, or kidnapping. See Section 2 (15), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

Threat: An indication of possible violence, harm, or danger.

Tools: Those instruments and capabilities that allow for the professional performance of tasks, such as information systems, agreements, doctrine, capabilities, and legislative authorities.

Tribal: Any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85 stat. 688) [43 U.S.C.A. and 1601 et seq.], that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

Type: A classification of resources in the ICS that refers to capability. Type 1 is generally considered to be more capable than Types 2, 3, or 4, respectively, because of size; power; capacity; or, in the case of incident management teams, experience and qualifications.

Unified Area Command: A Unified Area Command is established when incidents under an Area Command are multi-jurisdictional. (See Area Command.)

Unified Command: An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross-political jurisdictions. Agencies work together through the designated members of the UC, often the senior person from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single IAP.

Unit: The organizational element having functional responsibility for a specific incident planning, logistics, or finance/administration activity.

Unity of Command: The concept by which each person within an organization reports to one and only one designated person. The purpose of unity of command is to ensure unity of effort under one responsible commander for every objective.

Volunteer: For purposes of the NIMS, a volunteer is any individual accepted to perform services by the lead agency, which has authority to accept volunteer services, when the

individual performs services without promise, expectation, or receipt of compensation for services performed. See, e.g., 16 U.S.C. 742f(c) and 29 CFR 553.101.

ACRONYMS

ALS	Advanced Life Support
DOC	Department Operations Center
EMAC	Emergency Management Assistance Compact
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
FOG	Field Operations Guide
GIS	Geographic Information System
HAZMAT	Hazardous Material
HSPD-5	Homeland Security Presidential Directive-5
IAP	Incident Action Plan
IC	Incident Commander
ICP	Incident Command Post
ICS	Incident Command System
IC or UC	Incident Command or Unified Command
IMT	Incident Management Team
JIS	Joint Information System
JIC	Joint Information Center
LNO	Liaison Officer
NDMS	National Disaster Medical System
NGO	Nongovernmental Organization
NIMS	National Incident Management System
NRP	National Response Plan
POLREP	Pollution Report
UCLT	University Crisis Leadership Team

NEW JERSEY CITY UNIVERSITY

**RESOLUTION TO RATIFY PROJECT LABOR AGREEMENT AND
MEMORANDUM OF UNDERSTANDING REGARDING INTERNSHIP
PROGRAM**

WHEREAS: The Board of Trustees of New Jersey City University has general supervision over New Jersey City University (University) and has authority in matters involving the programs and degree levels to be offered by the University consistent with its programmatic mission and institutional plan, N.J.S.A. 18A:64-1 and -6; and

WHEREAS: The University has negotiated a Project Labor Agreement (Agreement) with the Hudson County Building Trades Council wherein the University agrees that all University construction projects that exceed \$5 million will be completed by union labor; and

WHEREAS: In addition to the negotiation of the Agreement, the University has also negotiated a Memorandum of Understanding (MOU) with the Hudson County Building Trades Council (Council) wherein both parties agree to establish a program wherein University students may participate in internship and/or externship opportunities to obtain valuable work experience; and

WHEREAS: Both the Agreement and the MOU demonstrate the University's commitment to providing opportunities for economic mobility to University students and residents of Hudson County, recognizing that the University's place within Hudson County as an anchor institution; and

WHEREAS: The partnership established by the Agreement and the MOU reflect a commitment by the University and the Council to establish opportunities for the communities in which both serve; by it hereby

RESOLVED: That the Board of Trustees of New Jersey City University on February 21, 2023 hereby ratifies and approves the Agreement, and the MOU.

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (“MOU”) entered into by and between New Jersey City University (“University”) and the Hudson County Building and Construction Trades Council, AFL-CIO (“Council”) (collectively referred to as “Parties”) is entered into on January 20, 2023, by and between the University and the Council.

The University’s mission is to provide a diverse population with an excellent education. The University is committed to the improvement of the educational, intellectual, cultural, socioeconomic and physical environment of the surrounding urban region and beyond, and prides itself on serving historically disadvantaged populations. The Council’s mission of providing for the efficient, safe, quality, and timely completion of certain public works projects, is closely aligned with the University’s mission. Both Parties have worked tirelessly to provide avenues for socioeconomic mobility for the residents of Hudson County.

The Parties, intending to be legally bound, hereby agree as follows:

1. The Parties will work to establish a program wherein University students are able to participate in internship and/or externship opportunities (“internship”).
2. The Council will identify appropriate internships and will provide information relating to same to the University. Such internships may be paid or unpaid. The University will then identify students who are qualified for the identified internships.
3. Once a student is identified to participate in an internship, the Parties will develop a system for supervision and review of the student’s participation.
4. The Parties will periodically review internship opportunities to ensure that students are provided with meaningful experiences and that the Council is satisfied with the performance of students participating in internships.
5. This MOU constitutes the entire agreement between the Parties and supersedes all previous agreements and understandings between the Parties with respect to the subject matter thereof. This MOU may not be altered, modified, or amended except by written instrument signed by the Parties hereto.
6. There are no restrictions, agreements, promises, warranties, covenants, or undertakings between the Parties with respect to the subject matter herein other than those expressly set forth herein. This MOU may not be altered, modified, or amended except by written instrument signed by the Parties hereto.
7. In the event that one or more provisions of this MOU shall be or become invalid, illegal, or unenforceable in any respect, each such provision shall be processed with whatever deletion or modification is necessary so that the provision is otherwise legal, valid, and enforceable and gives effect to the commercial intent of the parties. To the extent it is not possible to delete or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid, or unenforceable, be deemed not to form part of this MOU and the validity, legality, and enforceability of the remaining provisions of this MOU shall, subject to any deletion or modification made hereunder, not be affected.

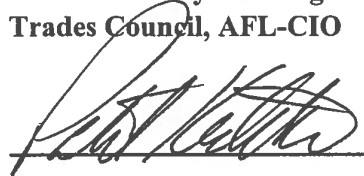
8. The terms set forth herein shall be subject to strict compliance with University Policies, as may be amended from time to time, and the availability of funds.
9. This MOU shall be governed by and interpreted under the laws of the State of New Jersey without giving effect to any conflict of law provisions.
10. The Parties have read and understand the terms of this MOU and agree to be bound by the terms set forth above. As such, the University and the Council affix their signatures below as effective on the above date.

New Jersey City University



Andrés Acebo, Interim
President

**Hudson County Building and Construction
Trades Council, AFL-CIO**



Patrick Kelleher, President

PROJECT LABOR AGREEMENT
COVERING CONSTRUCTION OF THE NEW JERSEY CITY UNIVERSITY PROJECT
IN JERSEY CITY, NEW JERSEY

ARTICLE 1 - PREAMBLE

WHEREAS, New Jersey City University, on behalf of itself as Owner, and General Contractors and/or Project Management Firms, on behalf of themselves, and reflecting the objectives of New Jersey City University, as Owner, desire to provide for the efficient, safe, quality, and timely completion of certain public works projects, in a manner designed to afford verifiable and appreciable lower reasonable costs to New Jersey City University, the Owner, and the Public it represents, and the advancement of public policy objectives;

WHEREAS, this Project Labor Agreement will foster the achievement of these goals, inter alia by:

- (1) ensuring a reliable source of skilled and experienced labor;
- (2) standardizing the terms and conditions governing the employment of labor on the Project;
- (3) permitting wide flexibility in work scheduling and shift hours and times; from those which otherwise might obtain;
- (4) receiving negotiated adjustments as to work rules and staffing requirements from those which otherwise might obtain;
- (5) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
- (6) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes, and promote labor harmony and peace for the duration of the Projects.
- (7) furthering public policy objectives as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry, and specifically to the greatest extent possible the immediate community that New

Jersey City University serves; expediting the construction process with strict compliance to all prevailing public procurement rules and regulations; and

- (8) committing to work force development opportunities in the region that New Jersey City University proudly serves as a public anchor institution by jointly hosting at least two (2) job fairs during the calendar year.

WHEREAS, the signatory Unions desire the stability, security and work opportunities afforded by a Project Labor Agreement; and

WHEREAS, the Parties desire to maximize Project safety conditions for both workers and the public.

NOW, THEREFORE, the Parties enter into this Agreement:

SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") entered into by and between the Owner, General Contractors and or Project Management Firm to be named, and their successors and assigns, for the construction and renovation of the project construction work to be performed on the property of New Jersey City University in Jersey City in the State of New Jersey and by the Hudson County Building and Construction Trades Council, AFL-CIO, on behalf of itself and its affiliates and members and the signatory Local Unions.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the Union party and the Building Trades Council are referred to singularly and collectively as "the Union(s)" where specific reference is made to "Local Unions" that phrase is sometimes used; the term "Contractor(s)" shall include the General Contractor (GC), Project Management Firms (PMF), and all signatory contractors, and their subcontractors of whatever tier, engaged in on-site Project construction work within the scope of this Agreement as defined in Article III; New Jersey City University is referenced as (Owner); the

Hudson County Building and Construction Trades Council, AFL-CIO is referenced as the BTC, and the work covered by this Agreement (as defined in Article III) is referred to as the "Project".

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

The Agreement shall not become effective unless executed by the BTC and the GC and/or PMF and will remain in effect until the completion of the Project or until January 1, 2024, whichever is later.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all signatory Unions and the Owner, General Contractor and/or the Project Management Firm and all signatory Contractors performing on-site Project work, including site preparation and staging areas, as defined in Article 3. The Contractors shall include in any subcontract that they let, for performance during the term of this Agreement, a requirement that their subcontractors, of whatever tier, become signatory and bound by this Agreement with respect to subcontracted work performed within the scope of Article 3 and execute the Letter of Assent attached as Schedule B. This Agreement shall be administered by the GC and/or PMF on behalf of all Contractors.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements appended hereto as Schedule A represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Project, in whole or in part, except for all work performed under the NTD Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article VII, IX and X of this Project Agreement, which shall apply to such work.. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. It is further understood

that neither the GC nor any Contractor shall be required to sign any other agreement as a condition of performing work on this Project. No practice, understanding or agreement between a Contractor and Local Union, which is not explicitly set forth in this Agreement, shall be binding on this Project unless endorsed in writing by the GC.

SECTION 5. LIABILITY

The liability of the Owner and any Contractor and the liability of any Union under this Agreement shall be several and joint. The GC and/or PMF and any Contractor shall not be liable for any violations of this Agreement by any other Contractor and the BTC and Local Unions shall not be liable for any violations of this Agreement by any other Union. Any Contractor shall be joint and severally liable for any subcontractor that the Contractor hires.

SECTION 6. THE GENERAL CONTRATOR OR PROJECT MANAGEMENT FIRM

The GC and/or PMF shall require in its bid specifications for all work within the scope of Article 3 that all successful bidders, and their subcontractors of whatever tier, become bound by, and signatory to, this Agreement. New Jersey City University is a party to and shall not be liable for acts of any contractors and subcontractors under this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of New Jersey City University in determining which Contractors shall be awarded contracts for Project work. It is further understood that New Jersey City University has sole discretion at any time to terminate, delay or suspend the work, in whole or part, on this Project.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Unions agree that this Agreement will be made available to, and will fully apply to any successful bidder for Project work who becomes signatory thereto, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder are, or are not, members of any unions. This Agreement shall not apply to the work of any Contractor or GC and/or PMF, which is performed at any location other than a Project site, as defined in Article 3, Section 1.

ARTICLE 3 - SCOPE OF THE AGREEMENT

The Project work covered by this Agreement shall be as defined and limited by the following sections of this Article.

SECTION 1: THE WORK

This Agreement shall apply to all New Jersey City University on-site public construction work, including site preparation, demolition and hazardous waste remediation, for the Owner performed on project construction, defined by the Owner to be projects whose total costs, in the aggregate, are estimated to equal or exceed \$5,000,000.00 and all work subcontracted by the Owner to be performed on the completed projects, subsequent to their completion.

The scope of work is confined to the on-site Project work contained in the scope of the final construction contract of the General Contractor and/or PMF, in addition to work subcontracted by the Owner on completed projects.

SECTION 2. EXCLUDED EMPLOYEES

The following persons are not subject to the provisions of this Agreement, even though performing work on the Project:

- A. Superintendents, supervisors (excluding superintendents and general supervisors and forepersons specifically covered by a craft's Schedule A), engineers, inspectors and testers (excluding divers specifically covered by a craft's Schedule A), quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, non-manual employees, and all professional, engineering, administrative and management persons;
- B. Employees of Owner or any State agency, authority or entity or employees of any municipality or other public employer;
- C. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery, unless such offsite operations are covered by the New Jersey Prevailing Wage Act (for example, by being dedicated exclusively to the performance of the public works contract or building project and are adjacent to the site of work), or involved

in deliveries to and from the Project site, excepting local deliveries of all major construction materials including fill, ready mix concrete and cement, asphalt and other items which are covered by this Agreement. Provided, however, local deliveries of ready mix, concrete, cement and asphalt shall not be contracted except to a subcontractor who pays wages and benefits not less than the economic equivalent of the wages and benefits set forth in Exhibit A.

- D. Employees of the GC and/or PMF, excepting those performing manual, on-site construction labor who will be covered by this Agreement;
- E. Employees engaged in on-site equipment warranty.
- F. Employees engaged in geophysical testing (whether land or water) other than boring for core samples;
- G. Employees engaged in laboratory or specialty testing or inspections;
- H. Employees engaged in ancillary Project work performed by third parties such as electric utilities, gas utilities, telephone utility companies, and railroads.

SECTION 3. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor or of GC and/or PMF, which do not perform work at this Project. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the Owner, the GC and/or PMF and/or any Contractor. The Agreement shall further not apply to any other state or county agency, authority, or other municipal or public entity and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees of any other state authority, agency or entity and its employees from performing on or off-site work related to the Project.

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees who are performing on-site Project work within the scope of this Agreement as defined in Article 3.

SECTION 2. UNION REFERRAL

- A. The Contractors agree to hire Project, craft employees covered by this Agreement through the job referral systems and hiring halls (where the referrals meet the qualifications set forth in items 1,2, and 4 subparagraph B) established in the Local Unions' area collective bargaining agreements (attached as Schedule A to this Agreement), subject to the goals of any applicable local ordinances or agreements pertaining to hiring and apprenticeship goals for minorities, women, residents of disadvantaged communities, and local residents.. Notwithstanding this, the Contractors shall have sole rights to determine the competency of all referrals; the number of employees required (except with regard to pile driving and cranes); the selection of employees to be laid-off (subject to the applicable procedures in Schedule A for permanent and/or temporary layoffs and except as provided in Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to the show-up payments required in the applicable Schedule A. In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such requisition is made by the Contractor (Saturdays, Sundays, and holidays excepted), the Contractor may employ qualified applicants from another competent source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of the Project, craft employees hired within its jurisdiction from any source other than referral by the Union.
- B. A Contractor may request by name, and the Local will honor, referral of persons who have applied to the Local for Project work and who meet the following qualifications as determined by a Committee of 3 designated, respectively, by the applicable Local Union, the GC and/or PMF and a mutually selected third party or, in the absence of agreement, the permanent arbitrator (or designee) designated in Article 7:
- (1) possess any license required by NJ law for the Project work to be performed;

- (2) have worked a total of at least 1000 hours in the Construction craft during the prior 3 years;
- (3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award;
- (4) have demonstrated ability to safely perform the basic function of the applicable trade.

Following the employment of the first employee in each craft under Schedule A or the procedure set forth above in paragraph A, no more than twelve (12%) per centum of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above which, consistent with N.J.S.A. 52:38-4, permit contractors and subcontractors working on the public works project to retain a percentage of their current workforce (any fraction shall be rounded to the next highest whole number).

- C. A certified MBE/WBE contractor may request from the Workforce Coordinator, through the GC and/or PMF, an exception to, and waiver of, the above per centum limitation upon the number of its employees to be hired through the special provision of Section 2.B above. This exception is based upon hardship and demonstration by the contractor that the Project work would be the contractor's only job and that it would be obliged to lay off qualified minority and female employees in its current workforce moving from the last job. The exception and waiver are also conditioned upon the employees meeting the qualifications as set forth in Section 2.B above.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Unions represent that their hiring halls and referral systems will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations, which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated

against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4. WORKFORCE DIVERSITY

To the extent applicable, the parties hereby agree that each will implement and abide by the requirements of the Owner with regard to workforce diversity. Furthermore, General Contractor, Contractors and the Unions will comply with such affirmative action plan, including but not limited to: (1) the parties will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex or any other protected category used by government regulation; (2) the parties will endeavor to include in any solicitations or advertisements for employees or subcontractors, a notice that all qualified applicants will receive consideration for employment, and contractors and subcontractors for work, without regard to age, race, creed, color, national origin, ancestry, marital status, sex or any other protected category used by government regulation; and (3) the parties agree to utilize the best efforts to ensure that minority business enterprises and women-owned business enterprises shall have the maximum practicable opportunity to provide Construction Work under this Agreement.

The Local Unions agree and support the importance the Owner places on having and maintaining a diverse workforce. The Unions agree to refer any and all Hudson County resident journeymen and apprentices who are registered on the Out-of-Work list of the local union referral systems at the time of a contractor's request. The Local Unions will cooperate with Contractor requests for Hudson County residents, residents of disadvantaged communities, minority, or women referrals to meet the requirements of the Owner.

In the event a Union either fails, or is unable, to refer qualified minority or female applicants in percentages equaling Project affirmative action goals as set forth in the Owners bid specifications, the Contractor may employ qualified minority or female applicants from any other available source as Apprentice Equivalents. Apprentice Equivalents will have completed a DOL approved training program, applied to take a construction Apprenticeship test, and will be paid at not less than the applicable equivalent Apprentice rate. With the approval of the Local

Administrative Committee (LAC), experience in construction related areas may be accepted as meeting the above requirements.

SECTION 5. CROSS AND QUALIFIED REFERRALS

The Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified craft employees to fulfill the requirements of the Contractor.

SECTION 6. UNION DUES / WORKING ASSESMENTS

The union security provisions contained in the applicable Schedule A local agreements, shall not apply to the employees covered by this Agreement as for the period of time during which they are performing on-site Project work. No employee shall be discriminated against at the Project site because of the employee's union membership or lack thereof. In the case of unaffiliated employees who have voluntarily executed dues checkoff authorization cards provided in a Schedule A local agreement, the dues payment can be received by the Unions as a working assessment fee.

SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Schedule A. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft foreperson shall be designated as working forepersons at the request of the Contractor, except when an existing local Collective Bargaining Agreement prohibits a foreperson from working when the craftsperson he is leading exceed a specified number.

ARTICLE 5 - UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site Project employees shall be entitled to designate in writing (copy to General Contractor involved and/or Project Management Firm) representatives, including the Business Manager, who shall be afforded access to the Project.

SECTION 2. STEWARDS

- A. Each Local Union shall have the right to designate a working journey person as a Steward and an alternate, and shall notify the Contractor and GC and/or PMF of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. There will be no non-working Stewards on the Project.
- B. In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's Contractor and, if applicable, subcontractors of that Contractor, but not with the employees of any other Contractor. The Contractor will not discriminate against the Steward in the proper performance of Union duties.
- C. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime, except pursuant to a Schedule A provision providing procedures for the equitable distribution of overtime.

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule A, such provisions shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is

discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE 6 - MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their Project operations including, but not limited to: the right to direct the work force, including determination as to the number to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment and schedule of work; the promulgation of reasonable Project work rules; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices, which limit or restrict productivity or efficiency of the individual, as determined by the Contractor, GC and/or PMF, and/or joint working efforts with other employees shall be permitted or observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitations or restriction upon the contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tool, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-out or testing of specialized or unusual equipment or facilities as designated by the Contractor. Notwithstanding the foregoing statement of contractor rights, prefabrication issues relating to work traditionally performed at the job site shall be governed pursuant to the terms of the applicable Schedule A. There shall be no restrictions as to work, which is performed off-site for the Project, except for 1) offsite operations work covered under the New Jersey Prevailing Wage Act or 2) done in a fabrication center, tool yard, or batch plant dedicated exclusively to the performance of work on the Project, and located adjacent to the "site of work". Where available locally, offsite operations work

covered under the New Jersey Prevailing Wage Act shall be performed within the territorial jurisdiction of the local unions signatory to this Agreement.

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCKOUT

There shall not be strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other disruptive activity at the Project for any reason by any Union or employee against any Contractor or employer while performing work at the Project. There shall be no other Union, or concerted or employee activity which disrupts or interferes with the operation of the existing free flow of traffic in the project area. Failure of any Union or employee to cross any picket line established by any union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to the Project site is a violation of this Article. There shall be no lockout at the Project by any signatory Contractor. Contractors and Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted construction and the free flow of traffic in the project area for the duration of this Agreement.

SECTION 2. DISCHARGE FOR VIOLATION

A Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 days.

SECTION 3. NOTIFICATION

If a Contractor contends that any Union has violated this Article, it will notify the appropriate district or area council of the Local Union involved advising of such fact, with copies of the notification to the Local Union and the BTC. The district or area council, and the BTC shall each instruct, order and otherwise use their best efforts to cause the employees, and/or the Local Unions to immediately cease and desist from any violation of this Article. A district or area council, or the BTC complying with these obligations shall not be liable for the unauthorized acts of a Local Union or its members.

SECTION 4. EXPEDITED ARBITRATION

Any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

- A. A party invoking this procedure shall notify J.J. Pierson Jr, Esq., at 51 JFK Parkway, First Floor West, Short Hills, New Jersey 07078, telephone number (973) 359-8100, fax number (973) 359-8161, or e-mail jjpierson@jjpierson.com, who shall serve as Arbitrator under this expedited arbitration procedure. In the event that J.J. Pierson is unable to serve, a party invoking this procedure shall notify Louis Verrone, who shall serve as arbitrator under this expedited procedure. Copies of such notification will be simultaneously sent to the alleged violator and, if a Local Union is alleged to be in violation, it's International, the GC and/or PMF, and the BTC.
- B. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the GC and/or PMF, the Local Union involved, and the BTC, hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice to the district or area council required by Section 3 above. Hearings shall be held at the jobsite or at the Newark office of the New Jersey State Board of Mediation, as directed by the Arbitrator.
- C. All notices pursuant to this Article may be by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the arbitrator, Contractor or Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

- D. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved solely for court proceedings, if any. The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.
- E. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of the Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved. In any court proceeding to obtain a temporary or preliminary order enforcing the arbitrator's Award as issued under this expedited procedure, the involved Union and Contractor waive their right to a hearing and agree that such proceedings may be ex parte, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.
- F. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.
- G. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8. - LOCAL ADMINISTRATIVE COMMITTEE (LAC)

SECTION 1. MEETINGS

The Local Administrative Committee (LAC) will meet on a regular basis to 1) Implement and oversee the Agreement procedures and initiatives; 2) monitor the effectiveness of the Agreement; and 3) identify opportunities to improve efficiency and work execution.

SECTION 2. COMPOSITION

The LAC will be co-chaired by the President of the Hudson County Building and Construction Trades Council or his designee, and designated official of the Owner, the GC and/or PMF. It will be comprised of representatives of the local unions signatory to the project labor agreement (PLA) and representatives of the GC and/or PMF and other contractors on the project.

ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below; provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

Step 1:

- A. When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor. To be timely, such notice of the grievance must be given within 7 calendar days after the act, occurrence, or event giving rise to the grievance, or after the act, occurrence or event became known or should have become known to the Union. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of they grievance procedure by serving the involved Contractor and the General Contractor and/or Project Management Firm with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved, unless the settlement is accepted in writing, by the General Contractor and/or Project Management Firm, as creating a precedent.
- B. Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

The Business Manager or designee of the involved Local Union, together with representatives of the BTC, the involved Contractor, and the General Contractor

and/or Project management Firm shall meet in Step 2 within 5 calendar days of the written grievance to arrive at a satisfactory settlement.

Step 3:

- A. If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 14 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants) to J.J. Pierson Jr., Esq., at 51 JFK Parkway, First Floor West, Short Hills , New Jersey 07078, telephone number (973) 359-8100, fax number (973) 359-8161 , who shall act as the Arbitrator under this procedure. In the event that J.J. Pierson is unable to serve, a party invoking this procedure shall notify Louis Verrone, who shall serve as arbitrator under this expedited procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. Hearings shall be held at the jobsite or at the Newark office of the New Jersey State Board of Mediation, as directed by the Arbitrator.

The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitration's shall be borne equally by the involved Contractor and Local Union.

- B. Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the GC and/or PMF, involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award may provide retroactivity of any kind exceeding 30 calendar days prior to the date of service of the written grievance on the construction Project Manager and the involved Contractor or Local Union.

SECTION 3. PARTICIPATION BY OWNER, GENERAL CONTRACTOR AND/OR PROJECT MANAGEMENT FIRM

The Owner, General Contractor and/or Project Management Firm shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these Steps, including Step 3 arbitration.

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 1. NO DISRUPTIONS

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article 7.

SECTION 2. ASSIGNMENT

- A. There shall be a mandatory pre-job markup / assignment meeting prior to the commencement of any work. Attending such meeting shall be designated representatives of the Union signatories to this Agreement, the GC, and the involved Contractors. Best efforts will be made to schedule the pre-job meeting in a timely manner after Notice to Proceed is issued but not later than 30 days prior to the start of the Project.
- B. All Project construction work assignments shall be made by the Contractor according to criteria set forth in Section 3, Subsection D 1-3.
- C. When a Contractor has made an assignment of work, he shall continue the assignment without alteration unless otherwise directed by an arbitrator or there is agreement between the National or International Unions involved. Claims of a change of original assignment shall be processed in accordance with Article I of the Procedural Rules of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("the Plan").

D. In the event that a Union involved in the change of original assignment dispute is an affiliate of a National or International Union that is not affiliated with the Building and Construction Trades Department and does not wish to process a case through the Plan, the parties shall mutually select one of the following Arbitrators: Arbitrator J.J. Pierson, Arbitrator Richard Greenburg or Arbitrator Richard K. Hanft and submit the dispute directly to the Arbitrator. The selected Arbitrator shall determine whether the case requires a hearing or may be decided upon written submissions. In rendering his determination on whether there has been a change of original assignment, the Arbitrator shall be governed by the following:

1. The contractor who has the responsibility for the performance and installation shall make a specific assignment of the work which is included in his contract to a particular union(s). For instance, if contractor A subcontracts certain work to contractor B, then contractor B shall have the responsibility for making the specific assignments for the work included in his contract. If contractor B, in turn, shall subcontract certain work to contractor C, then contractor C shall have the responsibility for making the specific assignment for the work included in his contract. After work has been so assigned, such assignment will be maintained even though the assigning contractor is replaced and such work is subcontracted to another contractor. It is a violation of the Agreement for the contractor to hold up disputed work or shut down a project because of a jurisdictional dispute.
2. When a contractor has made an assignment of work, he shall continue the assignment without alteration unless otherwise directed by an arbitrator or there is agreement between the National or International Unions involved.
3. Unloading and/or handling of materials to stockpile or storage by a trade for the convenience of the responsible contractor when his employees are not on the job site, or in an emergency situation, shall not be considered to be an original assignment to that trade.

4. Starting of work by a trade without a specific assignment by an authorized representative of the responsible contractor shall not be considered an original assignment to that trade, provided that the responsible contractor, or his authorized representative, promptly, and, in any event, within eight working hours following the start of work, takes positive steps to stop further unauthorized performance of the work by that trade.

SECTION 3. PROCEDURE FOR SETTLEMENT OF DISPUTES

- A. Any Union having a jurisdictional dispute with respect to Project work assigned to another Union will submit through its International the dispute in writing to the Administrator of the Plan within 72 hours and send a copy of the letter to the other Union involved, the Contractor involved, the General Contractor, the BTC, and the district or area councils of the unions involved. Upon receipt of a dispute letter from any Union, the Administrator will invoke the procedures set forth in the Plan to resolve the jurisdictional dispute. The jurisdictional dispute letter shall contain the information described in Article IV of the Procedural Rules of the Plan.
- B. Within 5 calendar days of receipt of the dispute letter, there shall be a meeting of the General Contractor, the Contractor involved, the Local Unions involved and designees of the BTC and the district or area councils of the Local Unions involved for the purpose of resolving the jurisdictional dispute.
- C. In order to expedite the resolution of jurisdictional disputes, the parties have agreed in advance to mutually select one of the following designated Arbitrators: Arbitrator J. J. Pierson, Arbitrator Richard Greenburg or Arbitrator Richard K. Hanft to hear all unresolved jurisdictional disputes arising under this Agreement. All other rules and procedures of the Plan shall be followed. If none of the three Arbitrators is available to hear the dispute within the time limits of the Plan, the Plan's arbitrator selection process shall be utilized to select another arbitrator.
- D. In the event that a Union involved in the dispute is an affiliate of a National or International Union that is not affiliated with the Building and Construction Trades Department and does not wish to process a case through the Plan as described in

paragraphs A-C above, the parties to the dispute shall mutually select one of the following Arbitrators: Arbitrator J. J. Pierson, Arbitrator Richard Greenburg or Arbitrator Richard K. Hanft to hear the dispute and shall submit the dispute directly to the selected arbitrator. The time limits for submission and processing disputes shall be the same as provided elsewhere in this Section. The selected Arbitrator shall schedule the hearing within seven business days from the date of submission. If he cannot hear the case within the required timeframe, one of the other Arbitrators will be selected to hear the case unless all parties to the dispute agree to waive the seven day time limit. In rendering his decision, the Arbitrator shall determine:

1. First whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between the National and International Unions to the dispute governs;
2. Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a previous decision of record governing the case, the Arbitrator shall give equal weight to such decision of record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record and established trade practice in the industry rather than the prevailing practice in the locality.
3. Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the wellbeing of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The

Arbitrator's decision shall only apply to the job in dispute.

Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties as determined by the Arbitrator.

- E. The Arbitrator shall render a short-form decision within 5 days of the hearing based upon the evidence submitted at the hearing, with a written decision to follow within 30 days of the close of hearing.
- F. This Jurisdictional Dispute Resolution Procedure will only apply to work performed by Local Unions that represent workers employed on the Project.
- G. Any Local Union involved in a jurisdictional dispute on this Project shall continue working in accordance with Section 2 above and without disruption of any kind.

SECTION 4. AWARD

Any award rendered pursuant to this Article and the Plan shall be final and binding on the disputing Local Unions and the involved Constructor on this Project only and may be enforced in accordance with the provisions of Article VII of the Plan. Any award rendered pursuant to the alternate procedures of this Article shall be final and binding on the disputing Local Unions and the involved Contractor on this Project only, and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement. In all disputes under this Article, the General Contractor and the involved Contractors shall be considered parties in interest.

SECTION 5. LIMITATIONS

The Arbitrator shall have no authority to assign work to a double crew, that is, to more employees than the minimum required by the Contractor to perform the work involved; nor to assign work to employees who are not qualified to perform the work involved; nor to assign work being performed by non-union employees to union employees. This does not prohibit the establishment, with the agreement of the involved Contractor, of composite crews where more than 1 employee is needed for the job. The aforesaid determinations shall decide only to whom the disputed work belongs.

SECTION 6. NO INTERFERENCE WITH WORK

- A. There shall be no interference or interruption of any kind with the work of the Project while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award. Any claims of a violation of this section shall be submitted and processed in accordance with the impediment to job progress provisions of the Plan.
- B. In the event a Union alleged to have engaged in an impediment to job progress is an affiliate of a National or International Union that is not affiliated with the Building and Construction Trades Department and does not wish to have the impediment to job progress charge processed through the Plan, the parties to the dispute shall mutually select one of the three Arbitrators designated in this Article to hear the dispute. The selected Arbitrator shall schedule the hearing within two business days from the date of submission. If he cannot hear the case within the required timeframe, one of the other Arbitrators shall be selected by the parties to hear the case unless all parties to the dispute agree to waive the two day time limit. The sole issue at the hearing shall be whether or not a violation of this Section has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages. The Arbitrator's decision shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an opinion. If any party desires an opinion, one shall be issued within 15 days, but its issuance shall not delay compliance with, or enforcement of, the decision. The Arbitrator may order cessation of the violation of this Section and other appropriate relief, and such decision shall be served on all parties by facsimile upon issuance. Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties as determined by the Arbitrator.

ARTICLE 11 - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage rates for those classifications as specified in the attached Schedules A, as amended during this Agreement. Recognizing, however, that special conditions may exist or occur on the Project, the parties, by mutual agreement may establish rates and/or hours for one or more classifications, which may differ from Schedules A. Parties to such agreements shall be the General Contractor and/or Project Management Firm, the Contractor involved, the involved Local Unions and the BTC. All projects arising under this Agreement are public works projects as defined under the New Jersey Prevailing Wage Act the parties shall be subject to strict compliance with the Act.

SECTION 2. EMPLOYEE BENEFIT FUNDS

- A. The Contractors agree to pay contributions on behalf of all employees covered by this Agreement to the established employee benefit funds in the amounts designated in the appropriate Schedule A. Bona fide jointly trusted fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added.
- B. The Contractor agrees to be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to work done on this Project and only for those employees to whom this Agreement requires such benefit Payments.
- C. Should any contractor or sub-contractor become delinquent in the payment of contributions to the fringe benefit funds, then the subcontractor at the next higher tier, or upon notice of the delinquency claim from the Union or the Funds, agrees to withhold from the subcontractor such disputed amount from the next advance, or installment payment for work performed and the amount claimed and owed will be paid within thirty (30) days after receipt of the notification by the General Contractor and/or Project Management Firm, if not paid prior to said date by the delinquent contractor/subcontractor.

ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

SECTION 1. WORK WEEK AND WORK DAY

A. The standard work week shall consist of 40 hours of work at straight time rates per one of the following schedules:

- 1) Five-Day Work Week: Monday-Friday, 5 days, 8 hours plus 1/2 hour unpaid lunch period each day.
- B. The Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 5:30 p.m. Starting and quitting times shall occur at the employees' place of work as may be designated by the Contractor in accordance with area practice.
- C. Notice - Contractors shall provide not less than 5 days prior notice to the Local Union involved as to the work week and work hours schedules to be worked or such lesser notice as may be mutually agreed upon.

SECTION 2. OVERTIME

Overtime pay for hours outside of the standard work week and work day, described in paragraph A above, shall be paid in accordance with the applicable Schedule A. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall be worked, except as noted in Article 5, Section 2. There shall be no pyramiding of overtime pay under any circumstances. The Contractor shall have the right to schedule work so as to minimize overtime.

SECTION 3. SHIFTS

A. Flexible Schedules - Scheduling of shift work shall remain flexible in order to meet Project schedules and existing Project conditions including the minimization of interference with traffic. It is not necessary to work a day shift in order to schedule a second shift. Shifts must be worked a minimum of five consecutive work days, must have prior approval of the Construction Project Manager and must be scheduled with not less than five work days notice to the Local Union.

B. Second/Shift - The second shift (starting between 2 p.m. and 8p.m.) shall consist of 8 hours work (or 10 hours of work) for an equal number of hours pay at the straight time rate plus 15% in lieu of overtime and exclusive of a 1/2 hour unpaid lunch period.

C. Flexible Starting Times – Shift starting times will be adjusted by the Contractor as necessary to fulfill Project requirements subject to the notice requirements of Paragraph A.

D. It is agreed that when project circumstances require a deviation from the above shifts, the involved unions, contractors and the General Contractor and/or Project Management Firm shall adjust the starting times of the above shifts or establish shifts which meet the project requirements. It is agreed that neither party will unreasonably withhold their agreement.

SECTION 4. HOLIDAYS

A. Schedule - There shall be 8 recognized holidays on the Project:

New Year's Day	Labor Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

* Presidential Election Day shall be observed as a holiday in a general election year. Work shall be scheduled on Good Friday pursuant to the craft's Schedule A. Columbus Day and the Friday after Thanksgiving shall be observed as a holiday for Elevator Constructors Local 1 only.

All said holidays shall be observed on the dates designated by New Jersey State Law. In the absence of such designations, they shall be observed on the calendar date except those holidays which occur on Sunday shall be observed on the following Monday. Holidays falling on Saturday are to be observed on the preceding Friday.

B. Payment - Regular holiday pay, if any, and/or premium pay for work performed on such a recognized holiday shall be in accordance with the applicable Schedule A.

C. Exclusivity - No holidays other than those listed in Section 4-A above shall be recognized nor observed.

SECTION 5. REPORTING PAY

A. Employees who report to the work location pursuant to regular schedule and who are not provided with work or whose work is terminated early by a Contractor, for

whatever reason, shall receive minimum reporting pay in accordance with the applicable Schedule A.

- B. When an employee, who has completed their scheduled shift and left The Project site, is "called back" to perform special work of a casual, incidental or irregular nature, the employee shall receive pay for actual hours worked with a minimum guarantee, as may be required by the applicable Schedule A.
- C. When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, they shall be paid only for the actual time worked.
- D. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty, high time or other special payments of any kind.
- E. There shall be no pay for time not actually worked except as specifically set forth in this Agreement or except where specifically provided in an applicable Schedule A.

SECTION 6. PAYMENT OF WAGES

- A. Payday - Payment shall be made by check, drawn on a New Jersey bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractor at the job site by 10 a.m. on Thursdays. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than 3 days wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages.
- B. Termination-Employees who are laid-off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractors shall also provide the employee with a written statement setting forth the date of lay off or discharge.

SECTION 7. EMERGENCY WORK SUSPENSION

A Contractor or GC and/or PMF may, if considered necessary for the protection of life and /or safety of employees or others, suspend all or a portion of Project Work. In such instances, employees will be paid for actual time worked; provided, however, that when a Contractor

request that employees remain at the job site available for work, employees will be paid for "stand-by" time at their hourly rate of pay.

SECTION 8. INJURY/DISABILITY

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall received no less than 8 hours wages for that day. Further, the employee shall be rehired at such time as able to return to duties provided there is still work available on the Project for which the employee is qualified and able to perform.

SECTION 9. TIME KEEPING

A Contractor may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

SECTION 10. MEAL PERIOD

A Contractor shall schedule an unpaid period of not more than 1/2 hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A.

SECTION 11. BREAK PERIODS

There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's work location. Local area practice will prevail for coffee breaks that are not organized.

ARTICLE 13 - APPRENTICES

SECTION 1. RATIOS

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry

opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications as are contained in the applicable Schedule A in a ratio not to exceed the ratio provided in the applicable Schedule A collective bargaining agreements providing prevailing wage and fringe benefits as defined in N.J.S.A. 34:11-56.26(9) for the classification in Hudson County, New Jersey. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate collective bargaining agreement listed in Schedule A.

SECTION 2. DEPARTMENT OF LABOR

To assist the Contractors in attaining a maximum effort on this Project, the Unions agree to work in close cooperation with, and accept monitoring by, the New Jersey State and Federal Departments of Labor to ensure that minorities, women, or economically disadvantaged are afforded opportunities to participate in apprenticeship programs which result in the placement of apprentices on this Project. To further ensure that this Contractor effort is attained, up to 50% of the apprentices placed on this Project should be first year, minority, women or economically disadvantaged apprentices. The Local Unions will cooperate with Contractor request for minority, women or economically disadvantaged referrals to meet this Contractor effort.

SECTION 3. HELMETS TO HARDHATS

The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project and of apprenticeship and

employment opportunities for the Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA requirements and other requirements set forth in the contract documents are at all times maintained on the Project and the employees and Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves and the property of the Contractor and the Owner from injury or harm. Failure to do so will be grounds for discipline, including discharge.

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Contractors and the GC and/or PMF for this Project. Such rules will be published and posted in conspicuous places throughout the Project.

SECTION 3. INSPECTIONS

The Contractors and GC and/or PMF retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

ARTICLE 15 - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age in any manner prohibited by law or regulation. It is recognized that special procedures maybe established by Contractors and Local Unions and the New Jersey State Department of Labor for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this

Agreement will assist in such programs and agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project.

SECTION 2. LANGUAGE OF AGREEMENT

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE 16 - GENERAL TERMS

SECTION 1. PROJECT RULES

The Project Management Firm and the Contractors shall establish such reasonable Project rules as are appropriate for the good order of the Project, provided they do not violate the terms of this agreement. These rules will be explained at the pre-job conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

SECTION 2. TOOLS OF THE TRADES

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee, or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

SECTION 3. SUPERVISION

Employees shall work under the supervision of the craft foreperson or general foreperson.

SECTION 4. TRAVEL ALLOWANCES

There shall be no payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement and in Schedule A.

SECTION 5. FULL WORK DAY

Employees shall be at their staging area at the starting time established by the Contractor and shall be returned to their staging area by quitting time after performing their assigned functions under the supervision of the Contractor. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

SECTION 6. COOPERATION

The Project Management Firm and/or General Contractor and the Unions will cooperate in seeking any NJS Department of Labor approvals that may be required for implementation of any terms of this Agreement.

SECTION 7. SAVINGS AND SEPARABILITY

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void but the remainder of the Agreement shall remain in full force and effect. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the Contractor voluntarily accepts the Agreement. The parties to this Agreement will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be let in the future.

SECTION 8. THE BID SPECIFICATIONS

In the event that the General Contractor's and/or Project Management Firm's bid specifications, or other action, requiring that a successful bidder become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law such requirement shall be rendered, temporarily or permanently, null and void but the Agreement shall remain in full force and effect to the extent allowed by law. In such event, the Agreement

shall remain in effect for contracts already bid and awarded or in constructions where the Contractor voluntarily accepts the Agreement. The parties will enter in to negotiations as to modifications to the Agreement to reflect the court action taken and the intent of the parties for contracts to be let in the future.

SECTION 9. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Owner, the Project Management Firm and/or General Contractor, or any Contractor, or any signatory Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order, injunction or determination. Project bid specifications will be issued in conformance with court orders in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

SECTION 10. NON-WAIVER

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to signatory Contractors and signatory Unions.

SECTION 11. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and fully supersedes any and all other prior agreements or understandings pertaining to the subject matter addressed in this Agreement. The parties represent and acknowledge that in executing this Agreement they have not relied on any representation or statement not set forth herein with regard to subject matter of this Agreement.

This Agreement may be amended only by a written agreement signed by duly authorized representatives of the Parties.

SECTION 12. SUCCESSORS AND ASSIGNS

This Agreement is binding upon and shall inure to the benefits of the Parties hereto and their respective successors and/or assigns.

SECTION 13. GOVERNING LAW

The construction, interpretation and performance of this Agreement shall be governed by the laws of the State of New Jersey, without regard to any principles of choice of law that may otherwise be applicable.

SECTION 14. PRECEDENCE

This Agreement shall not be construed or considered binding or as precedent in any other matter.

SECTION 15. PRECATORY PHRASES

The Parties acknowledge that the recitals (e.g., the “whereas clauses”) as stated in the preamble are true and correct and incorporated herein by reference.

ARTICLE 18 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

A. Schedules A to this Agreement shall continue to full force and effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements which are the basis for Schedules A notify the General Contractor and/or Project Management Firm in writing of the mutually agreed upon changes in provisions of such agreements which are applicable to the Project, and their effective dates.

B. It is agreed that any provisions negotiated into Schedules A collective bargaining agreements will not apply to work on this Project if such provisions are less favorable to this Project than those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provisions be recognized or applied on this Project if it may be construed to apply exclusively, or predominantly, to work covered by this Project Agreement.

C. Any disagreement between signatories to this Agreement over the incorporation into Schedules "A" of provisions agreed upon in the renegotiations of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Project by any Local Union involved in the renegotiations of Area Local Collective Bargaining Agreements nor shall there be any lock-out on the Project affective a Local Union during the course of such renegotiations.

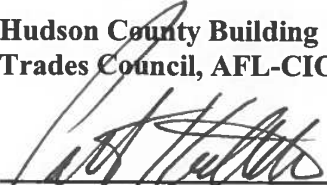
IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the first day of January 23, 2023

New Jersey City University

**Hudson County Building and Construction
Trades Council, AFL-CIO**



Andrés Acebo, Interim President



Patrick Kelleher, President

**General Contractor/ Project Management
Firm**

Union Affiliates:

Asbestos Workers, Local 32

Bricklayers and Allied Crafts. Local 4

Carpenters, Local 253

Dockbuilders, Local 1456

Electrical Workers, Local 164

Elevator Workers, Local 1

Heavy Construction Laborers, Local 472

Ironworkers, Local 11

Laborers, Local 3

Millwrights, Local 715

Operating Engineers, Local 825

Operative Plasterers & Cement Masons, Local 29

Painters and Allied Trades, District Council, Labor 711

Pipefitters, Local 274

Plumbers, Local 24

Roofers, Local 8

Sheet Metal Workers, Local 25

Sprinkler Fitters, Local 696

Teamsters, Local 560

Tile/Marble/Terrazzo Workers, Local 7

SCHEDULE A

A COPY OF EACH UNION'S CURRENT COLLECTIVE BARGAINING AGREEMENT IS INCLUDED AS PART OF SCHEDULE A BY REFERENCE, UPON EXECUTION BY THE SIGNATORY LOCAL.

SCHEDULE B

SCOPE OF WORK

TBD AND OUTLINED IN AMENDMENT TO THIS AGREEMENT

**PROJECT LABOR AGREEMENT
COVERING CONSTRUCTION OF THE NEW JERSEY CITY UNIVERSITY PROJECT
IN JERSEY CITY, NEW JERSEY**

TELE-DATA ADDENDUM

The parties hereby agree that all Tele-data work and associated electrical work performed on any of the sites during construction shall be done by employees represented by the signatory unions. For the purpose of this Agreement, Tele-data work shall include, but not limited to, the following: All receiving, placement, installation, operation, testing, inspection, maintenance, repair and service of radio, television, video, data, voice, sound, emergency call, microwave and visual production and reproduction apparatus, equipment and appliances used for domestic, commercial, education and entertainment purposes; all installation and erection of equipment, apparatus or appliance, cables and/or wire, emergency power (batteries) and all directly related work which becomes an integral part of the telecommunication and/or telecommunications related systems repair and service maintenance work of telecommunications systems and devices including, but not limited to, Private Branch Exchanges (PBX-PABX), Key equipment-owned, CCTV, CATV, card access, Systems RS 232 ethernet and/or any local area network system associated with computer installation.

BY: _____

SIGNATORY UNIONS

BY: _____

**PROJECT LABOR AGREEMENT
COVERING CONSTRUCTION OF THE NEW JERSEY CITY UNIVERSITY PROJECT
IN JERSEY CITY, NEW JERSEY**

SHEET METAL ADDENDUM

(General Contractor) (Project Management Firm) agrees that when subcontracting for prefabrication of H.V.A.C. duct and other related sheet metal, such prefabrication shall be subcontracted to fabricators who pay their employees engaged in such fabrication not less than the prevailing wage for comparable sheet metal fabrication as established under agreements between local affiliates of Sheet Metal Workers' International Association and local sheet metal fabricators.

(General Contractor) (Project Management Firm) and the Sheet Metal Workers' International Association agree to work with fabrication shops referenced in the Addendum. This joint effort will be directed at improving fabricators' competitiveness through the application of continuous improvement principles.

(General Contractor)
(Project Management Firm)

Sheet Metal Workers'
International Assoc. Local #25

PROJECT LABOR AGREEMENT

**COVERING CONSTRUCTION OF THE NEW JERSEY CITY UNIVERSITY PROJECT
IN JERSEY CITY, NEW JERSEY**

TEAMSTERS LOCAL 560 ADDENDUM

1. Local 560 jurisdiction shall include, [this jurisdiction (item #1) shall extend for the life of the Project]:
 - a. Delivery of sand, aggregates, cement, and concrete.
 - b. On site trucking, as defined in Exhibit A. This shall include transportation from any off site staging areas as defined in Section 1, Item F and H of the existing Exhibit A agreement.
2. Developer recognizes the right of the union to designate, pursuant to Exhibit A, a working truck foreman who shall have the title, "Truck Foreman and Shop Steward." The duties of the Truck Foreman and Steward shall be assigned by the employer and shall include duties in connection with receiving, shipping and distribution of materials and coordination of routine trucks and drivers. When not assigned to other duties, the Truck Foreman and Steward shall drive a truck. This section will only apply when there is work to be completed on the Project that is covered by the jurisdiction of Teamsters Local 560.
3. Deliveries by over-the-road carriers shall be allowed (subject to 1. b. above) whether Union or Non-union.
4. No deliveries shall be obstructed in any way for any reason.
5. Notwithstanding the provisions of Article 11, Section 2 of the Project Labor Agreement, a Contractor who becomes signatory to this Project Labor Agreement who is not already a participating and contributing employer to the pension fund(s) specified in the Exhibit A collective bargaining agreement (currently the Trucking Employees of North Jersey Pension Fund, hereinafter the "TENJ Pension Fund," and the Teamsters Local No. 408 Pension Fund), shall make direct all contributions required by the Exhibit A collective bargaining agreement exclusively to the Trucking Employees of North Jersey Annuity Fund, a defined contribution plan. Any such Contractor shall not participate in nor contribute to the TENJ or Local 408 Pension Funds, and shall have no obligation to the TENJ or Local 408 Pension Funds.
6. Any Contractor who is already participating in and contributing to the TENJ or Local 408 Pension Fund, separately from this Project Labor Agreement, shall pay

contributions as provided for in Article 11, Section 2 of this Project Labor Agreement.

**Agreed to and accepted this _____ day
of _____, 2022:**

For the Construction Manager:

For Teamsters Local 560

**PROJECT LABOR AGREEMENT
COVERING CONSTRUCTION OF THE NEW JERSEY CITY UNIVERSITY PROJECT
IN JERSEY CITY, NEW JERSEY**

LETTER OF ASSENT

Re: Project Labor Agreement
The Hudson County Building & Trades Council, AFL-CIO and
The _____ dated _____
(the "Agreement")

The undersigned, as a General Contractor and/or Project Management Firm, Contractor(s) or Subcontractor(s) on a Contract which is part of the construction project1234 for New Jersey City University in the City of Jersey City , for and in consideration of the award of a Contract to perform work on said Project, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.
- (2) Certifies that it has no commitments or agreements that would preclude its full compliance with the terms and conditions of said Projects Labor Agreement.
- (3) Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

Company Name

By: _____

Contract Number _____

Title: _____

General Contractor _____

Date: _____

cc: (Unions employed by Contractor)

NEW JERSEY CITY UNIVERSITY

**RESOLUTION TO APPROVE AGREEMENT WITH RWJ BARNABAS
GREENVILLE**

WHEREAS: The Board of Trustees of New Jersey City University has general supervision over the University; and

WHEREAS: The current student health center staff may not prescribe any form of treatment without the supervision of an individual who holds a medical license; and

WHEREAS: The University has an existing partnership with RWJ Barnabas to assist in providing University students with medical care; and

WHEREAS: The University and RWJ Barnabas have negotiated an Agreement wherein RWJ Barnabas assists the University in its provision of medical services to its students; be it hereby

RESOLVED: That the Board of Trustees of New Jersey City University on February 21, 2023, authorizes an agreement between RWJ Barnabas and the University wherein RWJ Barnabas will provide a medical nurse, who has a valid medical license, to provide services on the University's campus to ensure that University students can obtain medical treatment, subject to the terms and conditions set forth in the Agreement.

**NJCU BOARD OF TRUSTEES
MEETING DATES
2022-2023***

Monday, September 12, 2022

Tuesday, February 21, 2023

Monday, April 24, 2023

Monday, June 26, 2023

2023-2024 (proposed)

Tuesday, September 12, 2023

Tuesday, February 20, 2024

Monday, April 15, 2024

Monday, June 24, 2024

*Board Committee meetings shall endeavor to meet at least twice and no later than two (2) weeks before a regularly scheduled public meeting of the full Board of Trustees of New Jersey City University to ensure the timely governance of the University's operations.

NEW JERSEY CITY UNIVERSITY

RESOLUTION TO APPROVE ACADEMIC RIGHTSIZING

- WHEREAS:** The Board of Trustees of New Jersey City University has general supervision over New Jersey City University (University) and has authority in matters involving the programs and degree levels to be offered by the University consistent with its programmatic mission and institutional plan, N.J.S.A. 18A:64-1 and -6; and
- WHEREAS:** In response to the declaration of a financial emergency in June of 2022, the University has reassessed its strategic priorities, which has included adjusting the University's academic portfolio; and
- WHEREAS:** As part of the restructuring efforts, the University's Division of Academic Affairs is engaging in a comprehensive reorganizational plan to reduce the University's academic portfolio; and
- WHEREAS:** The Division of Academic Affairs has evaluated the University's academic programs and their relationships to the University's mission as a Minority and Hispanic-Serving Institution, the extent to which the academic programs under review were consistent with market trends and needs, and the return on investment for each academic program; and
- WHEREAS:** Upon thorough evaluation and review of the University's academic portfolio, the Division of Academic Affairs recommended a reduction to the academic portfolio%; and
- WHEREAS:** The Division of Academic Affairs and the University Senate facilitated an appeal process for the programs identified for sunseting; and
- WHEREAS:** 70 out of 111 academic programs initially identified for sunseting by the Division of Academic Affairs were **not** appealed;
- WHEREAS:** The reduction of the University's academic portfolio will ensure that the portfolio is tenable for the future sustainability of the University, and ensures that resources are focused on mission, market, and margins, and being used to support the University's students effectively and efficiently; be it therefore
- RESOLVED:** That the Board of Trustees of New Jersey City University on February 21, 2023 hereby approves the sunseting of the academic programs attached hereto

NJCU Board of Trustees Meeting - February 21, 2023 - Mission Committee (Action item)

	A	B	C	D	E	F	G
1	Program	College	UG	Master's	Doctoral	Certificate	Minor
2	B.A./M.A.T. TripleCert ELE, TOSD, TESL	COE	X	X			
3	B.A., Biology with Teaching Certification K-12	CAS	X				
4	B.A., Biology (second degree)	CAS	X				
5	B.S., Biology (second degree)	CAS	X				
6	B.A. Chemistry with teacher cert.	CAS	X				
7	B.S. Chemistry with Teacher Certification	CAS	X				
8	B.S. Chem and Chem Engineering dual degree with NJIT	CAS	X				
9	B.S., Health Information Management (Computer Science)	CAS	X				
10	B.A., Earth Science Elementary Education (Teacher Certification)	CAS	X				
11	B.A., Earth Science	CAS	X				
12	B.A., Earth Science Secondary Education (Teacher Certification)	CAS	X				
13	B.S., Earth Science Secondary Education (Teacher Certification)	CAS	X				
14	B.A., Environmental Science	CAS	X				
15	B.S., Environmental Science	CAS	X				
16	B.S., Geology	CAS	X				
17	B.S., Physics	CAS	X				
18	B.A., Physics	CAS	X				
19	B.S. Physics/Engineering Dual Degree NJIT	CAS	X				
20	B.A., Teacher Certification	CAS	X				
21	Pre-Engineering Program	CAS	X				
22	B.F.A. Sculpture	CAS	X				
23	B.A. Art History	CAS	X				
24	B.F.A. Jewelry Making and Metals	CAS	X				
25	B.A. Music Education	CAS	X				
26	B.F. A. Dance	CAS	X				
27	BA Sociology - Crime & Social Behavior Specialization	CAS	X				
28	BA English, Journalism	CAS	X				
29	BA English/Media Arts, Performing Arts	CAS	X				
30	BA English Theatre	CAS	X				
31	BA Sociology - Family Health & Youth Services Specialization	CAS	X				
32	BA Sociology - Human Services in Aging	CAS	X				
33	B.A. Early Childhood Education w/ P-3 Cert.	COE	X				
34	B.A. Early Childhood Education w/ P-3 Cert. & Elem.	COE	X				
35	B.A. Early Childhood Education infant/toddler	COE	X				
36	B.A. ECE or Elem & TESOL	COE	X				
37	B.A. ECE or Elem Bilingual	COE	X				
38	B.A. Elem. Ed TOSD	COE	X				
39	B.A. Economics	SOB	X				
40	B.S. Marketing Analytics	SOB	X				
41	B.S. Marketing Public Relations	SOB	X				
42	M.M. Performance Jazz	CAS		X			

NJCU Board of Trustees Meeting - February 21, 2023 - Mission Committee (Action item)

	A	B	C	D	E	F	G
43	M.A. Mathematics Education	CAS		X			
44	M.F.A. Sculpture	CAS		X			
45	M.F.A. Jewelry Concentration	CAS		X			
46	M.F.A. Media Studies	CAS		X			
47	M.A. Music Education	CAS		X			
48	M.M. Woodwinds	CAS		X			
49	MFA's in Art (all specializations)	CAS		X			
50	M.F.A. Ceramics Concentration	CAS		X			
51	M.F.A. Graphic Design Concentration	CAS		X			
52	M.F.A. Painting and Drawing Concentration	CAS		X			
53	M.F.A. Photography Concentration	CAS		X			
54	M.F.A. Printmaking Concentration	CAS		X			
55	M.F.A. Sculpture Concentration	CAS		X			
56	M.A. Studio Art	CAS		X			
57	M.F.A. Illustration Concentration	CAS		X			
58	M.F.A. Media Production	CAS		X			
59	M.A.T. Early Childhood & Spec. Ed.	COE		X			
60	M.A.T. Early Childhood Ed.	COE		X			
61	M.S. in Nursing Education	CPS		X			
62	M.S. - Teacher of Health	CPS		X			
63	M.S. - Health Sciences	CPS		X			
64	M.B.A. Marketing	SOB		X			
65	M.S. Finance - financial analysis	SOB		X			
66	M.S. Finance - Financial Management	SOB		X			
67	M.S. Finance - Financial Risk Management and Compliance	SOB		X			
68	Ed.D. Community College Leadership	COE			X		
69	Earth & Environmental Science Geographic Information Science Minor	CAS					X
70	Minor, Geoscience-Geography	CAS					X
71	Minor, Geoscience-Geoscience	CAS					X
72	Minor - Physics	CAS					X
73	Minor - Astronomy	CAS					X
74	Anthropology Minor	CAS					X
75	Cinema Studies Minor (Media Arts)	CAS					X
76	Minor, Dance	CAS					X
77	Ethics Minor	CAS					X
78	International Studies Minor	CAS					X
79	Public Administration Minor	CAS					X
80	East Asian Studies Minor (out of World Languages and Cultures)	CAS					X
81	Middle Eastern Studies Minor (out of World Languages and Cultures)	CAS					X
82	Minor, Art History	CAS					X
83	Minor Art Studio	CAS					X
84	Minor, Theatre Arts	CAS					X

	A	B	C	D	E	F	G
85	Economics Minor	SOB					X
86	Accounting for Business Minor for non-business students	SOB					X
87	Accounting for Business Minor for business students	SOB					X
88	Entrepreneurship Minor	SOB					X
89	Marketing Minor: Analytics	SOB					X
90	Marketing Minor: PR	SOB					X
91	B.A., Concentration: Actuarial Science (Mathematics)	CAS				X	
92	Earth & Environmental Science Geographic Information Science (GIS) Certificate	CAS				X	
93	Post Masters Certificate in Nursing Education	CPS				X	
94	Certificate in Professional Management Accounting	SOB				X	
95	Certificate in Professional Financial Mangament	SOB				X	
96	Certificate in Professional Investment Analysis	SOB				X	
97	Certificate in Professional Portfolio Management	SOB				X	
98	Certificate in Professional Risk Management	SOB				X	