

BOARD OF TRUSTEES
PUBLIC MEETING

Public Agenda

Virtual WebEx Meeting Event

Monday, August 10, 2020 – 5:00 p.m.

- I. Call to Order
- II. Open Public Meetings Act Statement
- III. Oath of Office – Administered by Ms. Judy Verrone, Esq.,
DeCotiis, FitzPatrick, Cole and Giblin, L.L.P.
 - ❖ Mr. Robert Krasowski, Alumni Trustee
- IV. Roll Call
- V. Reports:
 - A. Vice Chairman
 - B. Secretary
 - C. Treasurer
 - D. President
 - E. Committees
 - 1. Audit, Finance and Legal Affairs
 - 2. Education and Student Affairs
 - 3. Personnel
 - 4. Site and Facilities
 - 5. Strategic Planning and Issues
 - F. Alumni Trustee
 - G. Chairman
- VI. Unfinished Business/Board Members
- VII. New Business/Board Members
- VIII. Open to the Public
- IX. Actions:
 - A. Approval of Minutes: Tuesday, July 7, 2020
 - B. Approval of Consent Agenda: Monday, August 10, 2020
- X. Executive Session, if required
(New Business/Open to the Public)
- XI. Adjournment

CONSENT AGENDA

Monday, August 10, 2020

Virtual WebEx Event

5:00 p.m.

Actions to be considered by the Board of Trustees. Additional actions may be added to this list and may be considered by the Board. Any actions herein listed may be removed from the Agenda by the Board prior to passage.

APPROVAL OF BOARD MINUTES: Tuesday, July 7, 2020

AUDIT AND FINANCE (A/F)

1. Approval of Legal Vouchers – DeCotiis, FitzPatrick, Cole & Giblin, LLP.
2. To authorize the purchase of miscellaneous computer hardware, peripherals, and data communications products from state contract vendors through June 30, 2021.
3. To authorize the purchase of furniture for the Health Professions Building from KI Inc.
4. To authorize renewal of membership in Education Advisory Board's Community College Executive Forum research and advisory services.
5. To authorize the purchase of an ultrasound simulation system from Intelligent Ultrasound North America Inc. for use by the Interdisciplinary Center for Simulation in conjunction with the Diagnostic Medical Sonography program.
6. To authorize the renewal of Radius with Admissions US for a three-year term of 7/31/20–7/30/23.
7. To authorize the purchase of miscellaneous products from Apple through the Educational Services Commission of New Jersey Cooperative, until May 12, 2021.
8. To authorize payment for advertisements in digital, broadcast and print media in (North Jersey Media Group and Flightpath) to support outreach for FAFSA completion, institutional branding, open houses and registration.

EDUCATION AND STUDENT AFFAIRS (E/SA)

1. To authorize submission of the Transition Program for Students with Intellectual Disabilities into Higher Education (TPSID) FY 2021 grant award from the United States Department of Education, at the five-year total funding allocation of \$595,485 for Bergen Community College, and to authorize Interim President Anthony Ross, or his designee, to execute required documents.
2. Authorize acceptance of a grant award (# P031C160154) for the Hispanic Serving Institution (HSI) Science, Engineering, Mathematics, and Technology (STEM) *STEMatics* grant project from the US Department of Education in the amount of \$913,504.00 for year 5 (10/01/2020 through 09/30/2021) of a 5-year project, and authorize Dr. Anthony Ross, or his designee, to execute required documents.
3. Authorize acceptance of a grant award (P031S160134-20) for the Hispanic Serving Institution Title V Pathways Scholars Program from the U.S. Department of Education in the amount of \$463,972.00, and authorize Dr. Anthony Ross, or his designee, to execute required documents.
4. To approve an amended plan for an Early Career Program for North Arlington High School to be offered at Bergen Community College at the Meadowlands.

Consent Agenda
Monday, August 10, 2020
Page Two

PERSONNEL (P)

1. Appointment: Lecturers, Fall 2020 Semester
2. Amend Appointment: Academic Chairs and Program Coordinators/Faculty
3. Amend: Return from Leave of Absence/Professional Staff
4. Retirement: Support Staff
5. Resignation: Support Staff



BOARD OF TRUSTEES ACTION A/F1
Approval Date: August 10, 2020

Resolution:

Approval of Legal Vouchers – DeCotiis, FitzPatrick, Cole & Giblin, LLP.

Submitted By

Dr. Anthony Ross, Interim President
Mr. Wilton Thomas-Hooke, Managing Director, Finance

Action Requested

Approval for payment of the following legal vouchers:

Invoices May 1, 2020 -- May 31, 2020 DeCotiis, FitzPatrick, Cole & Giblin. LLP. \$ 47,343.09

Legal bills will be available on the College's web site under the Board of Trustees at the following address:

<http://www.bergen.edu/about-us/board-of-trustees/legal-bills>

Charge to:	College Operating Funds
Account Number:	10-01-186100-607566
Amount:	\$ 47,343.09



BOARD OF TRUSTEES ACTION A/F2
Approval Date: August 10, 2020

Resolution

To authorize the purchase of miscellaneous computer hardware, peripherals, and data communications products from state contract vendors through June 30, 2021.

Submitted By

Dr. Anthony Ross, Interim President
Mr. Ron Spaide, Chief Information Officer
Mr. Wilton Thomas Hooke, Managing Director, Finance
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Authorization to purchase lifecycle replacement equipment and products for day-to-day operational needs, estimated at \$500,000.00 by utilizing New Jersey State Contract Vendors, on State Contract numbers M-0483, and M-7000.

Justification

These purchases include but are not limited to software and maintenance support agreements, personal computers, thin clients, laptops, scanners, printers, wireless keyboards, speakers, webcams, external hard drives, data communications products and miscellaneous items for lifecycle replacement of out of warranty equipment, and items needed for the day to day operations of the college.

Purchase through State Contract is allowed in accordance with County College Contracts Law 18A:64A-25.9.

Charge to:	Various
Account Number:	Various
Amount:	\$500,000



BOARD OF TRUSTEES ACTION A/F3
Approval Date: August 10, 2020

Resolution

To authorize the purchase of furniture for the Health Professions Building from KI Inc.

Submitted By

Dr. Anthony Ross, Interim President
Dr. Brock Fisher, Vice President, Academic Affairs
Mr. Wilton Thomas-Hooke, Managing Director, Finance
Dr. Susan Barnard, Dean, Health Professions
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Authorization to purchase furniture for the Health Professions Building at a cost of \$23,649.45, from KI Inc. through the Educational Services Commission of New Jersey cooperative bid ESCNJ 17/18-16.

Justification

This additional furniture will support instructional learning in the Health Professions Integrated Teaching Center. KI is the furniture brand that is presently used in the Health Professions Building.

Cooperative purchases are allowed in accordance with County College Contracts Law 18A:64A-25.10.

This purchase is below the county college bid threshold and is not required to be bid.

Charge To: GO Bond

Account Number: 20-00-115300-604201

Total: \$23,649.45



BOARD OF TRUSTEES ACTION A/F4
Approval Date: August 10, 2020

Resolution

To authorize renewal of membership in Education Advisory Board's Community College Executive Forum research and advisory services.

Submitted By

Dr. Anthony Ross, Interim President
Mr. Wilton Thomas-Hooke, Managing Director, Finance
Dr. Brock Fisher, Vice President, Academic Affairs
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Authorization to enter into an agreement to extend its membership with Education Advisory Board for an additional two (2) years in the Community College Executive Forum from September 22, 2020 to September 21, 2022. The cost of membership is \$32,200 for the first year, \$32,200.00 for the second year. In addition, an invoice of \$1,500 in each Year of the Extended Term to offset travel and other administrative expenses.

Justification

Membership in the Community College Forum provides community college leadership unlimited access to best practice research focusing on Academic Affairs, Business Affairs, Continuing and Online Education and Student Services.

The college has a need to procure this service as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4. Education Advisory Board has submitted, a Political Contribution Disclosure Form and a Stockholder Disclosure Form in accordance with N.J.S.A. 19:44A-20.26 and a Business Entity Disclosure Certification in accordance with N.J.S.A. 19:44A-20.8, certifying that it has not made any reportable contributions to a political or candidate committee in the County of Bergen in the prior year, and that the contract will prohibit it from making any reportable contributions through the term of the contract. The Political Contribution Disclosure, the Stockholder Disclosure Certification, Business Entity Disclosure will be maintained on file at the College.

This service is exempt from bidding in accordance with County College Contracts Law 18A:64A-25.5 (a) (15) Professional Consulting Services

Charge To: College Operation Funds
Account Number: 10-01-160100-607502
Amount: \$ 67,400.00



BOARD OF TRUSTEES ACTION A/F5
Approval Date: August 10, 2020

Resolution

To authorize the purchase of an ultrasound simulation system from Intelligent Ultrasound North America Inc. for use by the Interdisciplinary Center for Simulation in conjunction with the Diagnostic Medical Sonography program.

Submitted By

Dr. Anthony Ross, Interim President
Dr. Brock Fisher, Vice President Academic Affairs
Mr. Wilton Thomas-Hooke, Managing Director, Finance
Dr. Susan Barnard, Dean, Health Professions
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Authorization to purchase an ultrasound simulation system, including HeartWorks echocardiography skills training simulator and ScanTrainer ultrasound skills training simulator, from Intelligent Ultrasound North America Inc., at a cost of \$138,836.00.

Justification

The Interdisciplinary Center for Simulation in conjunction with the Diagnostic Medical Sonography program is expanding the ultrasound curriculum to provide realistic simulation opportunities that include a wide range of realistic pathologies that students will be exposed to in clinical practice. The Intelligent Ultrasound System is a general imaging ultrasound simulator that uses 3D ultrasound images from actual patients and covers all normal and pathologic conditions necessary. This allows for on-demand reimaging of those patients, providing a reproducible clinical experience complete with the full range of image acquisition motions and the actual feel and pressure of holding the transducer. The system also allows for cardiac imaging of the heart, chest, abdomen, and female pelvis, all on a single Manikin, giving the students a wide range of experience otherwise unseen in lab settings. It further allows for education in cardiac anatomy and pathology using realistic Hi-resolution 3D heart models combined with standard ultrasound imaging.

The Intelligent Ultrasound System is the sole source for image acquisition utilizing the actual feel and pressure of proper transducer placement that uses real ultrasound images applicable to abdomen, OB/GYN and echocardiography. Additionally, this system provides a home accessible complement that will permit the students to work remotely.

These trainers are only available from Intelligent Ultrasound North America Inc.

Intelligent Ultrasound North America Inc. has completed and submitted, a Political Contribution Disclosure Form and a Stockholder Disclosure Form in accordance with N.J.S.A. 19:44A-20.26 and a

Business Entity Disclosure Certification in accordance with N.J.S.A. 19:44A-20.8, certifying that it has not made any reportable contributions to a political or candidate committee in the County of Bergen in the prior year, and that the contract will prohibit it from making any reportable contributions through the term of the contract. The Political Contribution Disclosure, the Stockholder Disclosure Certification and Business Entity Disclosure will be maintained on file at the College.

This purchase is exempt from public bidding in accordance with County College Contracts Law 18A:64A-25.5 (a) (3). (not available from more than one potential bidder)

Charge To: GO Bond

Account Number: 20-00-115300-604212

Total: \$138,836.00



BOARD OF TRUSTEES ACTION A/F6

Approval Date: August 10, 2020

Resolution

To authorize the renewal of Radius with Admissions US for a three-year term of 7/31/20– 7/30/23.

Submitted By

Dr. Anthony Ross, Interim President
Mr. Ron Spaide, Chief Information Officer
Mr. Wilton Thomas Hooke, Managing Director, Finance
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Authorization to renew Radius, our admissions CRM, with Admissions US for a three-year term, from 7/31/20 – 7/30/23, in the amount of \$109,479.00 payable annually in equal installments of \$36,493.00.

Justification

By entering into a three-year agreement with Admissions US, the College will stabilize and lock in pricing with 0% annual increases through 7/30/23. Radius is the college's admissions CRM (customer relationship management) tool. Radius digitally manages inquiries, prospective students, and applicants in a database hub. It analyzes records and all interactions from the first point of contact through the application process. It automates communications plans to targeted groups to assist in meeting our recruitment marketing objectives as well as process applications. It tracks and reports related data and provides a single source for tracking interactions with students across the entire student lifecycle, from inquiry through enrollment and beyond.

Annual payments are as follows:

Year 1: Invoice 7/31/2020: \$36,493
Year 2: Invoice 7/31/2021: \$36,493
Year 3: Invoice 7/31/2022: \$36,493

The college has a need to award this procurement as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4. Admissions US, LLC has submitted a Political Contribution Disclosure Form and a Stockholder Disclosure Form in accordance with N.J.S.A. 19:44A-20.26 and a Business Entity Disclosure Certification in accordance with N.J.S.A. 19:44A-20.8, certifying that it has not made any reportable contributions to a political candidate committee in the County of Bergen in the prior year, and that the contract will prohibit it from making any reportable contributions through the term of the contract. The Political Contributions Disclosure, the Stockholder Disclosure Certification, Business Entity Disclosure will be maintained on file at the college.

This purchase is exempt from public bidding in accordance with County College Contracts Law 18A:64A-25.5 (a) (19) (software use and support).

Charge to:	College Operating Funds
Account Number:	10-01-165100-607526
Amount:	\$109,479.00



BOARD OF TRUSTEES ACTION A/F7
Approval Date: August 10, 2020

Resolution

To authorize the purchase of miscellaneous products from Apple through the Educational Services Commission of New Jersey Cooperative, until May 12, 2021.

Submitted By

Dr. Anthony Ross, Interim President
Mr. Ron Spaide, Chief Information Officer
Mr. Wilton Thomas Hooke, Managing Director, Finance
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Authorization to spend an estimated \$100,000.00 with Apple for purchases of their products through the Educational Services Commission of New Jersey Cooperative Bid # ESCNJ 18/19-67.

Justification

To replace Apple computers according to the college's lifecycle replacement plan, and for miscellaneous projects. Purchases will include, but are not limited to iMacs, MacBooks, iPads, and Applecare.

Apple requires that education customers purchase through an existing education purchase agreement. The ESCNJ consortium agreement is the agreement that is currently in place for New Jersey education customers.

Cooperative purchases are allowed in accordance with County College Contracts Law 18A:64A-25.10.

Charge to:	Various
Account Number:	Various
Amount:	\$100,000.00



BOARD OF TRUSTEES ACTION A/F8
Approval Date: August 10, 2020

Resolution

To authorize payment for advertisements in digital, broadcast and print media in (North Jersey Media Group and Flightpath) to support outreach for FAFSA completion, institutional branding, open houses and registration.

Submitted By

Dr. Anthony Ross, Interim President

Dr. Larry Hlavenka, Executive Director – Public Relations, Community and Cultural Affairs

Mr. Wilton Thomas-Hooke, Managing Director of Finance

Action Requested`

Authorization to spend \$118,000 through June 30, 2021 with two vendors (North Jersey Media Group and Flightpath) to support outreach for FAFSA completion, institutional branding, open houses and registration.

Justification

The College has planned its 2020-21 promotional campaign to include advertisements in digital, broadcast and print media - shifting most of its buys to digital and broadcast media due to the pandemic and shifting consumer behavior. The College will not make any outdoor or location-based media ad buys this year.

The ad buys for the 2020-21 fiscal year with two vendors require board approval due to the cumulative costs exceeding \$17,500 over 12 months. The vendors are:

- North Jersey Media Group (digital/print media) - \$73,000
- Flightpath (broadcast media) - \$45,000

Both companies take direction from the institution regarding timing, audience and targets and operationalize them into specific ad buys with the College's approval.

The College will purchase an additional \$102,000 of digital, broadcast and print ads through other vendors that will not rise to the \$17,500 threshold. For a complete accounting of the 2020-21 academic/fiscal year promotional plan, please see the attached document.

The college has a need to award this procurement as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4. Both companies have submitted a Political Contribution Disclosure Form and a Stockholder Disclosure Form in accordance with N.J.S.A. 19:44A-20.26 and a Business Entity Disclosure Certification in accordance with N.J.S.A. 19:44A-20.8, certifying that they

have not made any reportable contributions to a political candidate committee in the County of Bergen in the prior year, and that the contract will prohibit it from making any reportable contributions through the term of the contract. The Political Contribution Disclosure, the Stockholder Disclosure Certification, and Business Entity Disclosure will be maintained on file at the college.

Advertising is exempt from public bidding in accordance with County College Contracts Law 18A:64A-25.5 (a) (20).

Charge to:	College Operating Funds (PR/Advertising)
Account Number:	10-01-148100-607572
Amount:	\$118,000



BOARD OF TRUSTEES ACTION E/SA1

Approval Date: August 10, 2020

Resolution

To authorize submission of the Transition Program for Students with Intellectual Disabilities Into Higher Education (TPSID) FY 2021 grant award from the United States Department of Education, at the five year total funding allocation of \$595,485 for Bergen Community College, and to authorize Interim President Anthony Ross, or his designee, to execute required documents.

Submitted By

Dr. Anthony Ross, Interim President and Interim Vice President, Student Affairs
Ms. Jennifer Migliorino-Reyes, Dean of Student Support Services
Ms. Tracy Rand, Managing Director of the Office of Specialized Services
Dr. William J. Yakowicz, Director, Grants Administration
Ms. Laura J. Frazer, Senior Grant Manager

Justification

Bergen Community College has been awarded grants under the Transition Program for Students with Intellectual Disabilities Into Higher Education (TPSID) in the 2010 and 2015 competitions. For the 2021 competition, a collaborative project, the New Jersey Inclusive Higher Education Collaborative, is being proposed in partnership with Georgian Court University and The College of New Jersey. Under this collaboration, Bergen Community College will lead the New Jersey Equity in Employment Project.

Activities under this project include:

- Establishing a consortium to create a model for replicable training programs to support students with intellectual disabilities in the workplace.
- Establishing credentialing paths based on National Credentialing Opportunities for students to choose as part of their career-based instruction and internship experience.
- Enhancing career/employment support for current students and recent graduates that will include training, resources, job coaching, and site recruitment and placement.
- Implementing post-graduate follow-along services to assist graduates in pursuing, obtaining and keeping a job in their desired field.
- Establishing an Alumni Career & Life Network for graduates and their mentors for program alumni and mentors to gain support and maintain relationships.

A matching contribution equal to at least 25 percent of the cost of the project is required in cash or in-kind.



BOARD OF TRUSTEES ACTION E/SA2
Approval Date: August 10, 2020

Resolution:

Authorize acceptance of a grant award (# P031C160154) for the Hispanic Serving Institution (HSI) Science, Engineering, Mathematics, and Technology (STEM) *STEMatics* grant project from the US Department of Education in the amount of \$913,504.00 for year 5 (10/01/2020 through 09/30/2021) of a 5-year project, and authorize Dr. Anthony Ross, or his designee, to execute required documents.

Submitted By

Dr. Brock Fisher, Vice President of Academic Affairs
Dr. Emily Vandalovsky, Dean, Science, Mathematics, and Technology
Dr. PJ Ricatto, Project Director
Dr. William J. Yakowicz, Director of Grants Administration
Ms. Laura J. Frazer, Senior Grant Manager

Action Requested

Authorize acceptance of HSI *STEMatics* Grant award for year 5 of 5 in the amount of \$913,504.00. This second HSI STEM project builds on the substantial success of the first *STEM Graduation Pathway to Success* project initiative. The purpose is to further strengthen STEM student enrollment, retention, graduation, and transfer rates. The total award for the five-year grant period from October 1, 2016 through September 30, 2021 is \$5,332,054.00.

No additional college funds are required. However, in-kind contributions of administrative time, faculty and support services, facilities, and related resources are expected in order to promote project sustainability.

Charge to: *STEMatics* Grant
Account: 50-03-590700



BOARD OF TRUSTEES ACTION E/SA3
Approval Date: August 10, 2020

Resolution:

Authorize acceptance of a grant award (P031S160134-20) for the Hispanic Serving Institution Title V Pathways Scholars Program from the U.S. Department of Education in the amount of \$463,972.00, and authorize Dr. Anthony Ross, or his designee, to execute required documents.

Submitted By

Dr. Anthony Ross, Interim President and Interim Vice President, Student Affairs
Dr. Brock Fisher, Vice President of Academic Affairs
Dr. William J. Yakowicz, Director of Grants Administration
Ms. Laura J. Frazer, Senior Grant Manager

Action Requested

Accept Year 5 of this second Title V project campaign to further build on the substantial success of the first 1,2,3 Connect Title V initiative as well as the success of Years 1 - 4 of this Title V Phase II. The grant period (October 1, 2020 through September 30, 2021) is designed to strengthen Bergen's capacity to enhance and expand support services for students as they embark on their academic careers. The total award for the five-year grant period from October 1, 2016 through September 30, 2021 is \$2,046,001.00. A total of \$463,972.00 is allocated for Federal FY 2021.

No additional college funds are required. However, in-kind contributions of administrative time, faculty and support services, facilities, and related resources are expected to be incrementally increased in order to sustain project components after funding concludes.

Charge to: Title V

Account: 50-03-590600



BOARD OF TRUSTEES ACTION E/SA4
Approval Date: August 10, 2020

Resolution

To approve an amended plan for an Early Career Program for North Arlington High School to be offered at Bergen Community College at the Meadowlands.

Submitted By

Dr. Anthony Ross, Interim President

Dr. Christine M. Gillespie, Executive Director of Continuing Education and Workforce Development

Ms. Cinzia D'Iorio, Dean of Continuing Education and Workforce Development

Action Requested

Approve the attached amended Memorandum of Understanding between Bergen Community College and North Arlington High School.

Justification

The continuation of the Early Career Program for North Arlington High School located at Bergen Community College at the Meadowlands in fall 2020 represents an expansion in partnership between the two institutions and a unique opportunity for the College to carry out its mission. This enhanced partnership represents a variation of the model of the Early College Program successfully launched at Bergen in the fall 2017 as a means to provide an educational program that offers high-school level students a combination of academic high school curriculum and in-demand, stackable career pathway credentials offered on a college campus. This partnership provides a similar blend of high school and non-credit college curricula that allows high school students to take college classes on a college campus and graduate from high school with an in-demand, industry-recognized credential with the potential of being awarded college credit toward a certificate or associate's degree upon enrollment at Bergen. As a result of this partnership, Bergen hopes to expand the Early Career Program to include other high schools in the region.

DUAL ENROLLMENT AGREEMENT BETWEEN THE
NORTH ARLINGTON BOARD OF EDUCATION
AND
BERGEN COMMUNITY COLLEGE

THIS AGREEMENT made this 27 day of April, 2020, by and between the North Arlington Board of Education ("Board") and Bergen Community College ("BCC") (collectively, the "Parties"), for the purpose of establishing an Early Career Program.

WHEREAS, the Parties desire to create a Dual Enrollment Program in accordance with *N.J.S.A. 18A:61C-10* for the benefit of the students enrolled therein, to be referred to as the Early Career Program; and

WHEREAS, the Parties have developed a curriculum designed to provide students enrolled in the program with credit toward the attainment of a career certificates in Advanced Manufacturing; and

WHEREAS, both Parties have agreed to make the necessary modifications to their respective programs in order to honor student efforts under the Dual Enrollment Agreement and to ensure that the course credit of a student who successfully completes a course under the Early Career Program will be accepted by any public institution of higher education in accordance with *N.J.A.C. 18A:61C-11*; and

WHEREAS, the Parties are in agreement that the Early Career Program should be sufficiently detailed in a written agreement, consistent with the terms set forth in *N.J.S.A. 18A:61C-10*.

NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:

I. COURSES TO BE OFFERED UNDER THE EARLY CAREER PROGRAM

1. BCC agrees to provide a year-long Advanced Manufacturing Course to any and all North Arlington students enrolled in the Early Career Program.
2. The course will be taught by BCC instructors and shall be provided at BCC's Meadowlands campus.
3. The Certified Production Technician (CPT) - Advanced Manufacturing Course will be divided into the following four modules: (1) Safety, (2) Manufacturing Processes and Production, (3) Quality Practices, and (4) Measurement Awareness. The Advanced Manufacturing Course will also include an internship starting annually in January.
4. It is anticipated that the CPT module will be completed by January of each school year, and that the offsite internship will begin soon after, which will be arranged through BCC.

5. Students enrolled in the Early Career Program are required to complete all four modules, together with the offsite internship, in order to complete the Advanced Manufacturing Course.
6. Students will not receive high school credit from the North Arlington School District for the Advanced Manufacturing Course. Each student's report card will, however, document the student's participation in the Early Career Program and indicate completion of each Module on a pass/fail basis.

II. STUDENT ELIGIBILITY REQUIREMENTS AND ENROLLMENT PROCESS

1. A student and his or her parent(s) or guardian(s) shall indicate their intention to participate in the Early Career Program by completing an Early Career Program Application and returning it to a North Arlington School Counselor. The Board retains the sole discretion to modify or revise any and all enrollment forms to be completed by North Arlington students. A sample Early Career Program Packet effective as of the date of this Agreement is attached as Exhibit A and incorporated into this Agreement.
2. All application materials must be submitted by a student and his or her parent(s) or guardian(s) by the required deadlines. All eligible juniors will be notified of the required deadlines annually by May 1.
3. The Early Career Program shall be available to all North Arlington High School seniors who have satisfied the Early Career Program Requirements, as set forth within Exhibit A to this Agreement. Namely, in order to be eligible to participate in the program for senior year, the following criteria must be attained before the end of 11th grade:
 - a. Completion of all New Jersey High School Graduation Requirements, with the exception of English 4, PE/Health, and two electives.
 - b. Clean Disciplinary Record aligned to the Student Code of Conduct, as determined by the High School Principal.
 - c. Consistent adherence to the North Arlington Attendance Policy.
 - d. Participation in, and receipt of valid scores on all State assessments.
 - e. Graduation assessment proficiency, as demonstrated through (1) state-approved pathways, or (2) in process of completing the portfolio appeal pathway during senior year.

Since no payments from students are required, no student shall be excluded from participation based on an inability to pay.

4. Additionally, in order to be eligible for participation, the student and his or her parent(s) or guardian(s) shall agree to the Early Career Code of Conduct Agreement. A sample copy of the Early Career Code of Conduct Agreement is set forth within Exhibit A to this Agreement. The Board retains the sole discretion to modify the Early Career Code of Conduct Agreement. In the event that the Board elects to change the Code of Conduct requirements, the Board agrees to notify BCC of the changes in writing within 30 days of the changes being made
5. Each year that this Agreement is in place, the Board shall inform all high school students and their parent(s)/guardian(s) of the Early Career Program by:
 - a. Notification provided to all students and their parents via the District's website;
 - b. Counselor visits to North Arlington High School freshman classes;
 - c. Presentation to parents at the High School Back to School Night.
6. Each year that this Agreement is in place, the Board shall remind all High School juniors and their parent(s)/guardian(s) of the Early Career Program by:
 - a. Notification provided to all students and their parents via the District's website;
 - b. Counselor visits to North Arlington High School junior classes;
 - c. Program descriptions sent home to parents;
 - d. Presentation to parents at the High School Back to School Night
7. All students deemed eligible for participation in the Early Career Program shall be notified in writing by the North Arlington Supervisor of Guidance no later no later than June 30, and students will be required to confirm their intent to participate in the program in writing by August 1.

III. JOINT OBLIGATIONS OF THE PARTIES

1. The Parties shall abide and comply with all applicable State and federal law, as well as the policies and regulations of each respective institution, as they apply to the furnishing of data, reports, and other documents as may be required to effectuate the terms of this Agreement.
2. In any given year, the number of students in the Early Career Program shall not exceed 23 students per class, unless mutually agreed otherwise by the Parties in writing.
3. The Parties agree that for each year that this Agreement remains in effect, there must be a minimum of five students enrolled in the Early Career Program. Therefore, the Parties mutually agree and acknowledge that unless five students have applied for, been accepted, and confirmed an intent to participate in the program by September 10th of each school year, this Agreement will not go into effect for that particular school year. The

Board shall notify BCC by September 10th of each school year as to whether five students have confirmed an intent to participate in the Early Career Program.

4. Thereafter, the Parties mutually agree and acknowledge that unless five students have applied for, been accepted, and confirmed an intent to participate in the program annually by September 1st the program shall not operate for the following school year, unless agreed otherwise by the Parties in writing.
5. It is understood and acknowledged by the Parties that the Advanced Manufacturing Course will provide students with credit towards career certificates in Advanced Manufacturing, and that following high school graduation this credit may be used towards attainment of the credits through one of the several pathways between BCC and the following colleges/universities: New Jersey Institute of Technology, Fairleigh Dickinson University, Ramapo College, and Montclair State University.
6. This Agreement shall not constitute a binding precedent by either BCC or the Board and shall not apply to any other current or future Dual Enrollment program between BCC and the Board.

IV. OBLIGATIONS OF BCC

1. BCC agrees to provide the facilities, faculty, and staff necessary to effectuate and fully implement the provisions of this Agreement.
2. As indicated above, each year that this Agreement remains in effect BCC shall offer an Advanced Manufacturing Course to all North Arlington students enrolled in the Early Career Program, which shall be inclusive of the four modules discussed above (Safety, Manufacturing Processes and Production, Quality Practices, and Measurement Awareness), together with an offsite internship. BCC expressly agrees that the Advanced Manufacturing Course will include at least 150 hours of direct instruction annually.
3. Each of the four modules within the Advanced Manufacturing Course has its own standardized examination developed by the Manufacturing Skills Standards Counsel. BCC agrees to yearly offer these standardized examinations to all North Arlington students enrolled in the Early Career Program. The testing will be administered at the lab at the BCC Meadowlands campus.
4. The number of students in the Early Career Program shall not exceed 23 students per class, unless mutually agreed otherwise by the Parties.
5. Beginning annually in January of each school year that the Early Career Program continues in effect, participating students will commence offsite internships to be

completed during the third and fourth marking periods. BCC will be responsible for coordinating internship placement based on the interests of each student.

6. The MSSC credentials and credit recommendations for the Early Career Program are currently under review by BCC to determine the final credit award and the appropriate certificate for participating North Arlington students. BCC agrees to complete this review and so notify the Board in writing by September 1, 2020.
7. BCC agrees that criminal background checks shall be conducted in a manner consistent with N.J.S.A. 18A:6-7.1 et seq.

V. OBLIGATIONS OF THE BOARD

1. The Board agrees to pay to BCC the amount of \$7,500 for each Advanced Manufacturing Course provided to North Arlington students enrolled in the Early Career Program and an additional amount of \$750 for "hands-on" learning once per week from September through December, not to exceed 12 sessions. As the Parties have agreed and acknowledged that each class may have up to 23 students, it is understood that the Board's entire financial responsibility for the Advanced Manufacturing Course for the 2020-2021 school year and 2021-2022 school year will each be limited to \$8,250, unless more than 23 students participate in the Early Career Program.
2. The Board agrees to purchase all books and supplies selected and approved by BCC to be used for the Advanced Manufacturing Course(s) in which North Arlington students are enrolled or shall be enrolled under the terms of this Agreement. It is understood by the Parties that the costs of textbooks will be approximately \$280 per student, and that these costs will be in addition to the \$8,250 course cost identified in Paragraph V.1 above.
3. As indicated above, BCC shall yearly offer and administer to all North Arlington students enrolled in the Early Career Program the standardized assessments necessary to complete each module of the Advanced Manufacturing Course. The Board expressly agrees that it shall be responsible for all fees associated with this registration and testing, which is understood to be approximately \$130 per assessment, per student, and that these costs will be in addition to the \$8,250 course cost identified in Paragraph V.1 above.
4. The Board shall be responsible for transporting all North Arlington students participating in the Early Career Program to and from the BCC Meadowland campus. The Board shall not, however, be responsible for arranging transportation for any student to or from his/her offsite internship. Such transportation shall remain the responsibility of each individual student.

VI. INDEMNIFICATION AND INSURANCE

1. **Indemnification:** BCC assumes all liability for, and agrees to indemnify and hold the Board and its agents, servants, employees, students, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with, any acts or omissions by the BCC, its agents, servants or employees related to the performance of the BCCs obligations under the terms of this Agreement.

The Board assumes all liability for, and agrees to indemnify and hold the BCC and its agents, servants, employees, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with, any acts or omissions by the Board, its agents, servants or employees related to the performance of the Board's obligations under the terms of this Agreement.

2. **Insurance:** Both Parties shall maintain full and complete liability insurance throughout the term of this Agreement and cause the other party to be designated on its policy as an additional insured. Said coverage limits shall not be less than the maximum amounts of liability coverage maintained by each party as of the date this Agreement is executed.

VII. TERM, CONDITIONS UPON RENEWAL, AND TERMINATION

1. **Term:** This Agreement shall commence on September 1, 2020 and end on June 30, 2022, unless the Board notifies BCC by September 10th of each school year that fewer than five students have confirmed participation in the Early Career Program for that particular school year. This Agreement does not commence until a time after the expiration of the current Agreement ending on June 30, 2020.
2. **Renewal:** This Agreement may be extended for successive two year terms, upon agreement by the parties and execution of addenda for each successive term.
3. **Breach:** In the event of a breach of this Agreement by either BCC or the Board, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have seven days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to terminate this Agreement upon written notice to the breaching party as of the date specified in the written notice. In the event this Agreement is terminated, the Parties agree that it shall remain in effect until the completion of the semester commenced at the time of such termination, in order that North Arlington Students may complete the courses and obtain credits earned.

VIII. MISCELLANEOUS PROVISIONS

1. Merger: This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the Parties relating to the subject matter of this Agreement and constitutes the entire contract between the Parties.
2. Modification: This Agreement may only be modified by an instrument in writing signed by both Parties to this Agreement.
3. Waiver: No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement. Neither party may waive any of its rights or any obligations of the other party or any provision of this Agreement except by an instrument in writing signed by that party.
4. Severability: If any term or provision of this Agreement or the application hereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
5. Notice: All notices pertaining to this Agreement shall be in writing, and delivered in person or sent certified mail to the Parties at the following address:

For the Board:

Mrs. Samantha Dembowski
School Business Administrator/Board Secretary
222 Ridge Road
North Arlington, New Jersey 07031
(201) 991-6800 ext. 3065

For Bergen Community College:

Dr. Brock Fisher
Vice President of Academic Affairs
400 Paramus Road
Paramus, New Jersey 07652
(201) 879-8989

6. Governing Law: This Agreement shall be governed, construed and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and performed in New Jersey. The Superior Court of the State of New Jersey, in the County of Bergen, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to the Agreement or to any matter arising therefrom. Each of the Parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court. **The Parties hereby knowingly irrevocably waive their right to trial by jury in any action arising out of or relating to this Agreement.** This waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial by jury. This waiver is knowingly, intentionally and voluntarily made by the Parties.
7. Assignment: Neither party may transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other, and any such transfer or assignment or attempt thereat shall be null and void.
8. Mutually Drafted: This Agreement shall be deemed to have been negotiated and prepared at the joint request, direction and construction of the Parties, at arm's length, and shall be interpreted in accordance with its terms without favor to either party. Therefore, this Agreement shall not be construed against the party or its representatives, who drafted this Agreement, or any portion thereof, merely by application of any rule construing any provisions against the drafter thereof. For purposes of interpretation, the Parties shall be deemed to have drafted this Agreement mutually and together.
9. Section Headings: Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.
10. Counterparts: This Agreement may be executed in any number of counterparts, which, taken together, shall constitute but one instrument. It is not necessary that all Parties sign all or any one of the counterparts, but each party must sign at least one counterpart for the Agreement to be effective.
11. Entire Understanding: This Agreement contains the entire understanding and agreement of the Parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein. No additions, changes, modifications, renewals, extensions or other representations or promises shall be binding upon the Parties unless reduced in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have hereunto caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be hereunto affixed, the day and year first above written.

WITNESS:

Samantha Dembowski
SAMANTHA DEMBOWSKI
School Business Administrator/ Board Secretary

DATED: 4/28/2020

NORTH ARLINGTON BOARD
OF EDUCATION

BY: *Michele Higgins*
MICHELE HIGGINS
Board President

DATED: 4/28/2020

WITNESS:

BERGEN COUNTY
COMMUNITY COLLEGE

BY: _____
DR. BROCK FISHER
Vice President, Academic Affairs

DATED:

DATED:



BOARD OF TRUSTEES ACTION P1
Approval Date: August 10, 2020

Resolution

Appointment: Lecturers, Fall 2020 Semester

Submitted By

Dr. Anthony Ross, Interim President

Dr. Brock Fisher, Vice President, Academic Affairs

Ms. Gwendolyn Harewood, Director of Human Resources and Employee Relations

Action Requested

To approve the appointment of the following individuals as Lecturers for the Fall 2020 semester at the salary indicated.

<u>Name</u>	<u>Discipline/Division</u>	<u>Salary</u>
Zameer Baksh	Accounting/Business, Arts and Social Sciences	\$ 21,420.00
Diana Constantino	Nursing/Health Professions	\$ 21,420.00
Jake Dynes	Mathematics/Math, Science & Technology	\$ 21,420.00
Nicole Humphreys	Veterinary Technology/Health Professions	\$ 21,420.00
Lorraine Lago	Accounting/Business, Arts and Social Sciences	\$ 21,420.00
Sharon Mancini	Nursing/Health Professions	\$ 21,420.00
Christine Nemec	Wellness & Exercise Science/Health Professions	\$ 21,420.00
Charles Njogu	Information Technology/Math, Science & Technology	\$ 21,420.00
Lilleth Okossi	Nursing/Health Professions	\$ 21,420.00
Susan Toth	Communications-Journalism/Humanities	\$ 21,420.00

Justification

Lecturer appointments to cover full time class loads due to recent leaves, faculty retirements and enrollment trends.



BOARD OF TRUSTEES ACTION P2
Approval Date: August 10, 2020

Resolution

Amend Appointment: Academic Chairs and Program Coordinators/Faculty

Submitted By

Dr. Anthony Ross, Interim President

Dr. Brock Fisher, Vice President, Academic Affairs

Ms. Gwendolyn Harewood, Director of Human Resources and Employee Relations

Action Requested

To amend the extension of the individuals listed below to the position of Academic Chairs, and Program Coordinators/Directors at the pro-rated stipends and release time shown for the period July 1, 2020 – December 31, 2020.

<u>ACADEMIC CHAIRS</u>		<u>Annual</u>	<u>Annual</u>
<u>Name</u>	<u>Departments//Division</u>	<u>Stipend</u>	<u>Release Time</u>
		<u>(Pro-rated)</u>	<u>(Pro-rated)</u>
Jacqueline Behn [Dr.]	Social Sciences//Business, Arts and Social Sciences	\$6,000.00	22 credit hours
Linda Box [Dr.]	Physical Sciences//Mathematics, Science and Technology	\$6,000.00	20 credit hours
Keith Chu	History//Humanities	\$3,000.00	11 credit hours
Deborah Cook	Dental Hygiene//Health Professions	\$3,000.00	11 credit hours
Randolph Forsstrom [Dr.]	Mathematics//Mathematics, Science and Technology	\$6,400.00	23 credit hours
Danielle Coppola-Oliveri	Wellness and Exercise Science//Health Professions	\$3,000.00	11 credit hours
Robert Highley	Biology and Horticulture//Mathematics, Science and Technology	\$6,000.00	20 credit hours
Carol Miele [Dr.]	English as a Second Language and World Languages//Humanities	\$6,400.00	22 credit hours
Matthew King	Technology//Mathematics, Science and Technology	\$3,000.00	11 credit hours
Richard Kuiters	Criminal Justice and Legal Studies//Business, Arts and Social Sciences	\$3,000.00	13 credit hours
Pierre Laguerre [Dr.]	Business and Hotel and Restaurant Management//Business, Arts and Social Sciences	\$6,000.00	22 credit hours
Joseph Mamatz	Health Professions	\$3,000.00	11 credit hours
Kevin Olbrys [Dr.]	Philosophy & Religion//Humanities	\$3,000.00	11 credit hours
Lou Ethel Roliston [Dr.]	Composition, Literature and English Basic Skills//Humanities	\$6,400.00	23 credit hours
Daniel Sheehan	Visual and Performing Arts/ Business, Arts and Social Sciences	\$6,000.00	20 credit hours

Board of Trustees Action P2**August 10, 2020****Page 2****PROGRAM COORDINATORS/DIRECTORS**

<u>Name</u>	<u>Department/Division</u>	<u>Annual Release Time</u>
Kelly Alexis Birdsall Griffiths	World Languages//ESL and World Languages	11 credit hours
Amy Ceconi [Dr.]	Respiratory Care//Health Professions	10 credit hours
Geralyn Collins-Eisler	Diagnostic Medical Sonography//Health Professions	10 credit hours
Seamus Gibbons	Composition & Literature//Humanities	12 credit hours
Lawrence Joel [Dr.]	Legal Studies//Business, Arts and Social Sciences	11 credit hours
Eileen Fitzgerald	English Basic Skills//Humanities	12 credit hours
Lenore Lerer	College Math// Mathematics, Science and Technology	8 credit hours
Joseph Mamatz	Radiography//Health Professions	10 credit hours
Joanne Piccininni	Paramedic Science//Health Professions	10 credit hours
Francis Schmidt	Visual and Performing Arts/Business, Arts and Social Sciences	11 credit hours
Mary Senior	Surgical Technology//Health Professions	10 credit hours
Lisa Picht	Veterinary Technology//Health Professions	10 credit hours
Ronda Drakeford	Hotel and Restaurant Management/Business, Arts and Social Sciences	11 credit hours
Steven Toth	Medical Office Assistant//Health Professions	11 credit hours
Melanie Walker	Developmental Math// Mathematics, Science and Technology	16 credit hours

PROGRAM LIAISON

<u>Name</u>	<u>Department/Division</u>	<u>Annual Release Time</u>
David Wang	Computer Science// Science, Math and Technology	4 credit hours

Justification

To amend the existing appointments of the Academic Department Chairs, Program Coordinators/Directors and Program Liaison through the Fall 2020 semester for continuity and scheduling purposes per the agreement with the BCCFA.

Charge To:

Account Number:



400 Paramus Road, Paramus, New Jersey 07652
201-447-7100 • www.bergen.edu

BOARD OF TRUSTEES ACTION P3
Approval Date: August 10, 2020

Resolution

Amend: Return from Leave of Absence/Professional Staff

Submitted By

Dr. Anthony Ross, Interim President

Mr. Ronald Spaide, Chief Information Officer

Ms. Gwendolyn Harewood, Director of Human Resources and Employee Relations

Action Requested

To amend the return from a Leave of Absence, without pay, (P5A - July 7, 2020) for the following individual from the position listed below, effective date as indicated, to reflect the correct salary as of 7/1/18:

<u>Name</u>	<u>Position/Division</u>	<u>Salary</u>	<u>Effective Date</u>
Arooj Javed	Technical Support Specialist I/Documents and Records/Information Technology	\$36,592.50 (pro-rated)	06/24/20 (retroactive)

Justification

Maternity Leave



400 Paramus Road, Paramus, New Jersey 07652
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BOARD OF TRUSTEES ACTION P4
Approval Date: August 10, 2020

Resolution

Retirement: Support Staff

Submitted By

Dr. Anthony Ross, Interim President

Mr. William Corcoran, Vice President, Facilities Planning, Operations & Public Safety

Ms. Gwendolyn Harewood, Director of Human Resources and Employee Relations

Action Requested

To approve the retirement of the following individual:

<u>Name</u>	<u>Position/Department/Division</u>	<u>Effective Date</u>
William Kuiphoff	HVAC Mechanic A/Buildings and Grounds	08/01/20 (retroactive)

Justification

Retirement



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BOARD OF TRUSTEES ACTION P5
Approval Date: August 10, 2020

Resolution

Resignation: Support Staff

Submitted By

Dr. Anthony Ross, Interim President

Mr. William Corcoran, Vice President, Facilities Planning, Operations and Public Safety

Ms. Gwendolyn Harewood, Director, Human Resources and Employee Relations

Action Requested

To accept the resignation of the following individual:

<u>Name</u>	<u>Position/Department/Division</u>	<u>Effective Date</u>
Nderim Dalipi	Custodian/Buildings and Grounds	07/09/20 (retroactive)

Justification

Resignation