

**BOARD OF TRUSTEES**  
**PUBLIC MEETING**

**Tuesday, August 6, 2019 – 5:00 p.m.**

**Paramus Campus – TECHNOLOGY BUILDING – Conference rooms BC**

- I. Call to Order
- II. Open Public Meetings Act Statement
- III. Roll Call
- IV. Pledge of Allegiance
- 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
- VI. Unfinished Business/Board Members
- VII. New Business/Board Members
- VIII. Open to the Public
- IX. Actions
  - A. Approval of Minutes: July 9, 2019
  - B. Approval of Executive Session Minutes: July 9, 2019
  - C. Consent Agenda: Tuesday, August 6, 2019
- X. Executive Session, if required  
(New Business/Open to the Public)
- XI. Adjournment

## **CONSENT AGENDA**

**Tuesday, August 6, 2019**

**Technology Building – Conference Rooms BC**

**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 AND EXECUTIVE SESSION MINUTES: July 9, 2019**

### **AUDIT AND FINANCE (A/F)**

1. Approval of Legal Vouchers – DeCotiis, FitzPatrick, Cole & Giblin, LLP.
2. To purchase promotional ad space from North Jersey Media Group and Intersection.
3. To award Public Bid P-2302, Dental Hygiene Supplies 2019-20, to various vendors. The equipment and supplies will be used in the Dental Hygiene laboratories.
4. To authorize the renewal of Blackboard Ally software and enter into a 3-year agreement (8/1/19 – 7/31/22) payable annually and price protected at a cost of \$16,900 per year. This software is used for accessibility compliance within the Moodle Learning Management System.
5. To authorize the annual renewal of Radius for the term of 7/31/19 – 7/30/20 from Admissions US in the amount of \$36,493.00.
6. To authorize the purchase of miscellaneous computer hardware, peripherals, and data communications products from state contract vendors through June 30, 2020.
7. To award Public Bid P-2297 to CooperFriedman Electric Supply Co Inc dba Cooper Electric Supply Company for Electrical Supplies as needed for the Buildings and Grounds Department
8. Exempt from bidding: Authorization to enter us into a 3-year price-protected Maintenance Advantage Program agreement with Ellucian Inc. ensuring price protection of no more than 6% increase on the Core and Student modules of this software each year as follows.

Year 1: 7/1/19 – 6/30/20	\$147,592
Year 2: 7/1/20 – 6/30/21	\$156,448
Year 3: 7/1/21 – 6/30/22	\$165,8359
9. Exempt from bidding: Authorization to renew the Maintenance Advantage Program agreement with Ellucian Inc. for a term of one year in the amount of \$359,706.

**EDUCATION AND STUDENT AFFAIRS (E/SA)**

1. Approval of the curriculum for the Certificate in Baking and Pastry Arts.
2. Approval of the curriculum for the Associate of Fine Arts Degree, Theatre.
3. Approval of the curriculum for the Associate in Applied Science Degree, Technical Theatre.
4. Deletion of nine academic program options.
5. 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 **\$972,842.00** for year 4 (10/01/2019 through 09/30/2020) of a 5-year project, and authorize President Michael D. Redmond, or his designee, to execute required documents.
6. Authorize the execution of subcontract agreement with each of 12 participating colleges in connection with work to be performed under the ***Scaling Apprenticeship Through Sector Based Strategies*** grant awarded to the College by the U.S. Department of Labor, Employment and Training Administration (Grant Award # **HG-33026-19-60-A-34**, "Health Works").

**PERSONNEL (P)**

1. Appointment: Student Affairs Athletic Program (Coaching Staff)
2. Appointment: Lecturers, Fall 2019 Semester
3. Appointment: Support Staff
4. Appointment: Tenure Track Faculty
5. Appointment: Confidential Staff
6. Appointment: Confidential Staff
7. Appointment: Professional Staff
8. Approve Interim Associate Dean of College and High School Partnerships
9. To approve the goals on the attached document for the 2019-2020 academic year for President Michael D. Redmond.
10. Resignation – Professional Support Staff
11. Appointment: Professional Staff
12. Rescind Appointment: Coaching Staff

**SITE AND FACILITIES (S/F)**

1. To award professional services to RSC Architects for the preparation of plans and specifications to upgrade the data lines to the parking deck gates to fiber optic cable.
2. To reject bids received in response to Public Bid P-2300 for locker room renovations.
3. To approve payment for emergency repairs to the natural gas line at Ender Hall.



**BOARD OF TRUSTEES ACTION A/F 1**  
**Approval Date: August 6, 2019**

**Resolution:**

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

**Submitted By**

Dr. Brian D. Agnew, Executive Vice President

**Action Requested**

Approval for payment of the following legal vouchers:

June 1, 2019 to June 30, 2019      DeCotiis, FitzPatrick, Cole & Giblin. LLP.      \$ 31,668.12.

Legal bills are 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



**BOARD OF TRUSTEES ACTION A/F 2**  
**Approval Date: August 6, 2019**

**Resolution**

To purchase promotional ad space from North Jersey Media Group and Intersection.

**Submitted By**

Dr. Brian D. Agnew, Executive Vice President

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

Ms. Barbara Golden, Director Purchasing and Services

**Action Requested**

Authorization to spend \$125,386 through June 30, 2020 with two vendors to support outreach for the Community College Opportunity Grant, FAFSA completion, institutional branding, open houses and registration.

**Justification**

The College has planned its 2019-20 advertising campaigns, focusing on two key messages: the quality/value of a Bergen education and the opportunity for financial support when filing a FAFSA. The quality campaign will also support the promotion of registration and open houses.

The Community College Opportunity Grant and College funds will support these campaigns. All campaigns feature a schedule of diverse placements in digital and social media, billboards, transit, radio, television, movie theatres, malls, magazines and newspapers.

The 2019-20 ad buys with two vendors require board approval due to the cumulative costs over the 12 months exceeding \$17,500. The vendors are:

- North Jersey Media Group (digital/social media, newspapers) - \$85,386
- Intersection (bus/transit) - \$40,000

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 North Jersey Media Group and Intersection 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 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.

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

Charge to and accounting information:

\$95,500 – 10-01-148100-607572 (PR/Advertising)

\$22,886 – 50-02-593000-607572 (Community College Opportunity Grant)

\$7,000 – 10-04-440000-607572 (Community and Cultural Affairs/Advertising)



**BOARD OF TRUSTEES ACTION A/F 3**  
**Approval Date: August 6, 2019**

**Resolution**

To award Public Bid P-2302, Dental Hygiene Supplies 2019-20, to various vendors. The equipment and supplies will be used in the Dental Hygiene laboratories.

**Submitted By**

Dr. Brian D. Agnew, Executive Vice President  
Dr. Brock Fisher, Vice President, Academic Affairs  
Dr. Susan Barnard, Dean, Health Professions  
Ms. Barbara Golden, Director Purchasing and Services

**Action Requested**

Authorization to award the purchase dental hygiene supplies for 2019-20, in accordance with Public Bid P-2302 to the vendors listed below, quantities are estimated. The award is based on the lowest responsible bid for each line item.

Ten companies registered for the bid package and seven bids were received.

VENDOR	ITEMS AWARDED	TOTAL ESTIMATED AMOUNT
Dental Health Products	91	\$16,199.31
Newark Dental Corp.	107	\$30,778.86
J & H Berge Inc.	19	\$5,094.80
Henry Schein Inc.*	0	-
Palmero Healthcare, LLC *	0	-
Hu-Friedy Mfg. Co., LLC *	0	-
Dentserve*	0	-

**Justification**

Institutional estimated need for Dental Hygiene supplies for the Fall 2019 and Spring 2020 semesters.

\*Henry Schein Inc. included exceptions to the bid specifications and must be rejected. Both Palmero Healthcare, LLC and Hu-Friedy Mfg. Co., LLC declined to complete the ownership disclosure and therefore must be rejected. Dentserve did not sign the Disclosure of Investment Activities in Iran and must be rejected.

**Charge to:** College Operating Funds

**Account Number:** 10 03 3540 02 607509



**BOARD OF TRUSTEES ACTION A/F 4**  
**Approval Date: August 6, 2019**

**Resolution:**

To authorize the renewal of Blackboard Ally software and enter into a 3-year agreement (8/1/19 – 7/31/22) payable annually and price protected at a cost of \$16,900 per year. This software is used for accessibility compliance within the Moodle Learning Management System.

**Submitted By**

Dr. Brian D. Agnew, Executive Vice President  
Mr. Ron Spaide, Chief Information Officer  
Ms. Barbara Golden, Director, Purchasing and Services

**Action Requested**

Authorization to enter into a 3-year renewal agreement with Blackboard Inc. for Ally software for the period of 8/1/19 – 7/31/22 at a cost of \$16,900.00 per year.

**Justification**

Blackboard Ally affords the college a means to automatically run course materials through an accessibility checklist that checks for common accessibility issues. Ally will then generate a range of more accessible alternatives for the instructor's original and will make these available to all students in the course. These alternative accessible formats include Semantic HTML, audio, ePub, and electronic braille. Ally provides an institution-wide course content accessibility report that allows for deep insight and understanding into how the institution is performing and evolving from a course content accessibility point of view. This report helps track progress and can help highlight problem areas and identify initiatives that can further help improve accessibility at the institution and aid with compliance issues.

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. Blackboard 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.

These services are exempt from bidding in accordance with County College Contracts Law 18A:64A-25.5 (a) (19). (Computer Software)

**Charge to:** College Operating Funds  
**Account Number:** 10-01-165100-607526





**BOARD OF TRUSTEES ACTION A/F 5**  
**Approval Date: August 6, 2019**

**Resolution**

To authorize the annual renewal of Radius for the term of 7/31/19 – 7/30/20 from Admissions US in the amount of \$36,493.00.

**Submitted By**

Dr. Brian D. Agnew, Executive Vice President  
Mr. Ron Spaide, Chief Information Officer  
Ms. Barbara Golden, Director, Purchasing and Services

**Action Requested**

Authorization to renew Radius, our admissions CRM, for a term of one year, from 7/31/19 – 7/30/20, in the amount of \$36,493.00 with Admissions US.

**Justification**

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 and process applications. It tracks and reports all data and gives us a single place to track all interactions with students across the entire student lifecycle; from inquiry through enrollment and beyond.

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 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



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**BOARD OF TRUSTEES ACTION A/F 6**  
**Approval Date: August 6, 2019**

**Resolution**

To authorize the purchase of miscellaneous computer hardware, peripherals, and data communications products from state contract vendors through June 30, 2020.

**Submitted By**

Dr. Brian D. Agnew, Executive Director, Finance  
Mr. Ronald Spaide, Chief Information Officer  
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 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:** Various



**BOARD OF TRUSTEES ACTION A/F 7**  
**Approval Date: August 6, 2019**

**Resolution**

To award Public Bid P-2297 to CooperFriedman Electric Supply Co Inc dba Cooper Electric Supply Company for Electrical Supplies as needed for the Buildings and Grounds Department

**Submitted By**

Dr. Brian D. Agnew, Executive Vice President

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

Mr. Michael Hyjeck, Managing Director, Physical Plant

Ms. Barbara Golden, Director, Purchasing and Services

**Action Requested**

Authorization to purchase various electrical supplies from CooperFriedman Electric Supply Co Inc dba Cooper Electric Supply Co as per Public Bid P-2297, at an estimated cost of \$314,825.04, for a 2-year period beginning on or about August 15, 2019.

**Justification**

Electrical supplies are needed to support plant and facilities operations. These electrical supplies will be used for the repair and maintenance of buildings, outdoor lighting on the campuses, and minor renovation of offices and classrooms. A total of fifteen companies registered for the bid, and three bids were received.

See below for bids received.

CooperFriedman Electric Supply Co Inc  
dba Cooper Electric Supply Electric  
Franklin-Griffith, LLC  
Luken Electric

\$314,825.04  
\$304,270.20 (Did not bid on all items)  
NA (Incomplete bid and did not provide  
bid forms)

**Charge to: College Operating Funds**

**Account Number: 10-06-610100-607552**



**BOARD OF TRUSTEES ACTION A/F 8**  
**Approval Date: August 6, 2019**

**Resolution Amendment**

Exempt from bidding: Authorization to enter us into a 3-year price-protected Maintenance Advantage Program agreement with Ellucian Inc. ensuring price protection of no more than 6% increase on the Core and Student modules of this software each year as follows.

Year 1: 7/1/19 – 6/30/20	\$147,592
Year 2: 7/1/20 – 6/30/21	\$156,448
Year 3: 7/1/21 – 6/30/22	\$165,835

**Submitted By**

Dr. Brian Agnew, Executive Vice President  
Mr. Ron Spaide, Chief Information Officer  
Ms. Barbara Golden, Director, Purchasing and Services

**Action Requested**

Authorization to enter into a 3-year agreement with Ellucian for our Core and Student modules of the Maintenance Advantage Program and to pay for the first year of coverage in the amount of \$147,592 for the term of 7/1/19 – 6/30/20.

**Justification**

This is our yearly renewal for Ellucian software license and maintenance for the Core and Student modules. The 3-year agreement will provide enhancements and provides unlimited technical support calls and limits the annual increases for plan costs at 6%.

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. Ellucian Inc. 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 and Business Entity Disclosure will be maintained on file at the college.

This purchase is exempt from bidding in accordance with County College Contracts Law, N.J.S.A. 18A:64A-25.5 (a)(19) (software).

**Charge to: College Operating Funds**  
**Account: 10-01-165100-607656**



**BOARD OF TRUSTEES ACTION A/F 9**  
**Approval Date: August 6, 2019**

**Resolution Amendment**

Exempt from bidding: Authorization to renew the Maintenance Advantage Program agreement with Ellucian Inc. for a term of one year in the amount of \$359,706.

**Submitted By**

Dr. Brian Agnew, Executive Vice President  
Mr. Ron Spaide, Chief Information Officer  
Ms. Barbara Golden, Director, Purchasing and Services

**Action Requested**

Authorization to renew our Finance, HR, Reporting, App Development Environment, Ecommerce modules of the Maintenance Advantage Program with Ellucian in the amount of \$359,706 for the term of 7/1/19 – 6/30/20.

**Justification**

This is our annual renewal for Ellucian software license and maintenance for everything other than our Core and Student modules.

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. Ellucian Inc. 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 and Business Entity Disclosure will be maintained on file at the college.

This purchase is exempt from bidding in accordance with County College Contracts Law, N.J.S.A. 18A:64A-25.5 (a)(19) (software).

**Charge to: College Operating Funds**  
**Account: 10-01-165100-607656**



**BOARD OF TRUSTEES ACTION E/SA 1**  
**Approval Date: August 6, 2019**

**Resolution**

Approval of the curriculum for the Certificate in Baking and Pastry Arts.

**Submitted By**

Dr. Brock Fisher, Vice President, Academic Affairs  
Dr. Victor Brown, Dean, Business, Art & Social Sciences  
Dr. Ilene Kleinman, Associate Dean, Curriculum

**Action Requested**

To approve the curriculum for the Certificate in Baking and Pastry Arts (CERT.BAKE.PSTRY).

**Justification**

Per the New Jersey President's Council's Academic Issues Committee Manual, Board approval is required anytime that the college introduces a new academic program. The Certificate in Baking and Pastry Arts represents an additional one-year certificate that will be available to BCC students and the community at large.

The Baking and Pastry Arts Certificate Program is designed to prepare entry-level or working food service professionals with quality baking and pastry preparation skills. Students will gain proficiency in specialized baking, production and decorating techniques and will practice developing innovative bakery and pastry shop menus based on the needs of various types of clientele.

The certificate program seamlessly articulates into the AAS degree program in Hospitality and as such is a stackable credential.



**BOARD OF TRUSTEES ACTION E/SA 2**  
**Approval Date: August 6, 2019**

**Resolution**

Approval of the curriculum for the Associate of Fine Arts Degree, Theatre

**Submitted By**

Dr. Brock Fisher, Vice President, Academic Affairs  
Dr. Victor Brown, Dean, Business, Art & Social Sciences  
Dr. Ilene Kleinman, Associate Dean, Curriculum

**Action Requested**

To approve the curriculum for the Associate of Fine Arts Degree, Theatre (AFA.THR).

**Justification**

Per the New Jersey President's Council's Academic Issues Committee Manual, Board approval is required anytime that the college introduces a new academic program. The Associate of Fine Arts Degree in Theatre represents another program option that will be available to BCC students.

This proposal is the culmination of several years of effort by the Bergen performing arts faculty in consultation with local four-year theatre programs as well as Performing Arts Schools and Dramatic Arts programs. The AFA in Theatre Arts is a popular degree in most prestigious performing arts schools including the American Academy of the Dramatic Arts (AADA) and American Musical and Dramatic Academy (AMDA) in New York City.

The Associate of Fine Arts program in Theatre will have two program concentrations: Acting and General Theatre Studies. This consolidation will provide our students with the necessary skills to audition and begin a career in the theatre and/or begin an advanced theatre study program in an accredited four-year college theatre program.

This program will expand and enhance the transfer agreements we have with the theatre programs at Ramapo College, Montclair State University, Marymount Manhattan College, Rutgers University, Farleigh Dickenson College, Kean College, SUNY Purchase and Dean College in Massachusetts as well as offer a strong foundation to pursue a career in the theatre.



**BOARD OF TRUSTEES ACTION E/SA 3**  
**Approval Date: August 6, 2019**

**Resolution**

Approval of the curriculum for the Associate in Applied Science Degree, Technical Theatre.

**Submitted By**

Dr. Brock Fisher, Vice President, Academic Affairs  
Dr. Victor Brown, Dean, Business, Art & Social Sciences  
Dr. Ilene Kleinman, Associate Dean, Curriculum

**Action Requested**

To approve the curriculum for the Associate in Applied Science Degree, Technical Theatre (AAS.THR.TECH).

**Justification**

Per the New Jersey President's Council's Academic Issues Committee Manual, Board approval is required anytime that the college introduces a new academic program. The Associate of Applied Science Degree in Technical Theatre represents another program option that will be available to BCC students.

Two-year AAS degrees offered in Technical Theatre in community colleges and for-profit technical institutes are becoming increasingly popular across the U.S. These vocational programs focus on the knowledge and skills necessary to pursue a successful career in the theatre industry. Technical Theatre students will be prepared for a career in stage management, lighting design/master electrician, scenic design/scenic art, production management and/or film/television production assistant.

The Associate of Applied Science degree in Technical Theatre will provide our students with the necessary skills to begin a career in the theatre and/or begin an advanced theatre study program in an accredited four-year college theatre program. Professional opportunities for students with this degree has been established with many of the area professional theatres including the Bergen Performing Arts Center, Skyline Theatre Company, the Papermill Playhouse as well as area High Schools and Middle Schools that require technical assistance with their theatre performances. This degree will expand and enhance the transfer agreements we already have with the theatre programs at Ramapo College, Montclair State University, Rutgers University, Farleigh Dickenson College and Dean College in Massachusetts.





**BOARD OF TRUSTEES ACTION E/SA 4**  
**Approval Date: August 6, 2019**

**Resolution**

Deletion of nine academic program options.

**Submitted By**

Dr. Pascal Ricatto, Interim Vice President, Academic Affairs  
Dr. Victor Brown, Dean, Business, Arts & Social Sciences  
Dr. Ilene Kleinman, Associate Dean, Curriculum

**Action Requested**

To approve the deletion of the following nine academic programs:

1. Associate of Arts, Fine & Performing Arts, Art, AA.FPA.ART
2. Associate of Science, Hospitality, AS.PS.BUS.HOSP
3. Associate of Science, Nonprofit Management, AS.PS.BUS.NONPRF.MGT
4. Associate of Applied Science, E-Business, AAS.BUS.E-BUS.MGMT
5. Associate of Applied Science, Publishing, AAS.BUS.PUB
6. Associate of Applied Science, Game Testing, AAS.SD.GAME.TEST
7. Certificate, E-Commerce, CERT.ECOMM.BUS
8. Certificate of Achievement, Finance, COA.FINANCE
9. Certificate of Achievement, Marketing Assistant, COA.MKGT.ASST

**Justification**

Per the New Jersey President's Council's Academic Issues Committee Manual, Board approval is required anytime the college deletes an existing academic offering.

These nine offerings are being deleted for one or more of the following reasons and have been recommended by the Faculty Senate:

- a) They are being/have been replaced by academic programs that better meet the needs of students, four-year receiving institutions and/or current employers.
- b) They are being consolidated under more general "umbrella" programs and will continue to exist as "concentrations."
- c) They have existed on the inventory for many years with very few registrants and very few completers.
- d) They no longer prepare students for current workforce demands.



**BOARD OF TRUSTEES ACTION E/SA 5**  
**Approval Date: August 6, 2019**

**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 **\$972,842.00** for year 4 (10/01/2019 through 09/30/2020) of a 5 year project, and authorize President Michael D. Redmond, or his designee, to execute required documents.

**Submitted By**

Dr. Brian D. Agnew, Executive Vice President  
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

**Action Requested**

Authorize acceptance of HSI STEMatics Grant award for year 4 of 5 in the amount of \$972,842.00. 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/SA 6**  
**Approval Date: August 6, 2019**

**Resolution**

Authorize the execution of subcontract agreement with each of 12 participating colleges in connection with work to be performed under the ***Scaling Apprenticeship Through Sector Based Strategies*** grant awarded to the College by the U.S. Department of Labor, Employment and Training Administration (Grant Award # **HG-33026-19-60-A-34**, "Health Works").

**Submitted By**

Dr. Brian D. Agnew, Executive Vice President  
Dr. Brock Fisher, Vice President of Academic Affairs  
Ms. Christine Gillespie, Executive Director, Continuing Education and Workforce Development  
Dr. Susan Barnard, Dean of Health Professions  
Dr. William J. Yakowicz, Director of Grants Administration

**Action Requested**

Approval of agreements between the College and participating colleges authorizing the scope of services and budgets of the participating colleges in connection with the Grant. The College and partner organizations have come together to build state-wide pathways for healthcare career apprenticeships that coordinate and align strategic initiatives, resources, policies, data, and accountability measures. Partners intend to expand opportunities for H-1B impacted workers, veterans, unemployed, and other underrepresented participants. The College shall administer the Grant and make payment to the participating colleges only to the extent that those activities and payments are authorized and approved by the U.S. Department of Labor.

**Justification**

On July 15, 2019, Bergen Community College, lead agency for the NJ Health Professions Consortium, was awarded a US DOL ETA *Scaling Apprenticeship* grant in the amount of \$12,000,000.00. The following partner colleges are members of the Consortium:

Atlantic Cape Community College; Brookdale Community College; Camden County College, County College of Morris, Essex County College, Hudson County Community College, Mercer Community College, Middlesex Community College, Ocean County Community College, Passaic County Community College, Rowan College of Southern New Jersey, and Union County College.

Bergen will develop a sub-contract agreement with each partner and will lead and collaborate with the consortium on implementing this grant project.

Consistent with terms of the Grant Award, BCC is responsible for implementing sub-awards and monitoring all sub-recipients. This agreement between Bergen Community College and the participating colleges is authorized pursuant to County College Contracts Law; specifically N.J.S.A. 18A:64A-25.5(b). This agreement furthers the purposes of the Grant and the mission of the Consortium to create apprenticeship career pathway opportunities for H-1B-impacted workers, veterans, unemployed, and underserved populations. The College, consortium, employers, and other partners will deliver education, on-the-job training, and apprenticeships that open employment and career advancement opportunities in the health care sector.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF BERGEN COMMUNITY COLLEGE AS FOLLOWS:**

**Section 1.** The Board of Trustees of Bergen Community College hereby approves the terms and conditions of the Agreement between the College and participating colleges which, through use of career pathways, helps ensure that H-1B-impacted individuals, veterans, unemployed, and other workers successfully access and complete health profession programs in order to gain family sustaining jobs in the healthcare sector.

**Section 2.** In accordance with Section 1 of this Resolution, the Board of Trustees of Bergen Community College authorizes the Chairman or President, or their designees, to execute any documents necessary to effectuate the consummation of the Agreement with the Participating colleges, without the need for further approval by the Board of Trustees.

**Section 3.** All resolutions, orders and other actions of the College in conflict with the provisions of this Resolution, to the extent of such conflict, are hereby superseded, repealed or revoked.

**Section 4.** This Resolution shall take effect immediately.

*The Standard Agreement template for use with each of the Participating Colleges follows. Final work plans and budgets will be included with each as Addendum B and Addendum C.*

*Exhibits A and B referred to in the Agreement are the complete original grant application and Award which were accepted by the Board of Trustees of Bergen Community College.*

**AGREEMENT  
BETWEEN BERGEN COMMUNITY COLLEGE  
AND  
PARTICIPATING COLLEGES  
FOR THE *SCALING APPRENTICESHIP THROUGH SECTOR  
BASED STRATEGIES* PROJECT (HEALTH WORKS)**

**THIS AGREEMENT** (the “Agreement”), made as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between BERGEN COMMUNITY COLLEGE, a body corporate of the State of New Jersey (the “BCC”), and \_\_\_\_\_, (the “Participating College”), collectively the BCC and the Participating College shall hereinafter be known as the “Parties” to this Agreement.

**WHEREAS**, the Participating College has confirmed by letter its desire to collaborate with BCC as a consortium partner to create and implement strategies to encourage the goals set forth in the Department of Labor under the *Scaling Apprenticeship Through Sector Based Strategies* grant program (the “Project”), a copy of which is attached hereto and made part hereof as Exhibit A; and

**WHEREAS**, on October 14, 2018, BCC submitted a grant application package (the “Grant Application”) to the U.S. Department of Labor (the “DOL”), which also is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS**, the Grant Application described the Project, provided a preliminary budget for the Project, described forecasted cash needs for the first year of the Project, provided a detailed narrative describing the roles of the participants in the Project and included a budget narrative for the Project; and

**WHEREAS**, on July 15, 2019, the DOL notified BCC that the Grant Application had been approved for funding in the amount of \$12,000,000.00 pursuant to the statutory authority described in the July 15, 2019 letter. Additionally, the DOL enclosed an award document bearing Agreement Number HG-33026-19-60-A-34, which provided Terms and Conditions governing this Project, with a Period of Performance that shall be from July 15, 2019 through July 14, 2023. These documents are attached hereto and incorporated herein as Exhibit B. Collectively, Exhibit A and Exhibit B shall be known as the “Grant Award Documents;”

**NOW, THEREFORE**, in consideration of the mutual promises and obligations contained herein, and for other good and valuable consideration, BCC and the Participating College agree as follows:

1. **Legal Authority.** The Parties to this Agreement, both being institutions subject to the County College Contracts Law \_\_\_\_\_, N.J.S.A. 18A:64A-25.1 are empowered to enter into agreements with one another pursuant to the authority granted by N.J.S.A. 18A:64A-25.5(b).

2. **Term.** The Term of this Agreement shall begin on \_\_\_\_\_, 2019. This Agreement shall end on the one-year anniversary of the execution date, unless the Term is extended pursuant to a written agreement signed by the Parties that either renews or extends this Agreement. Up to three annual renewal or extensions of this Agreement may be agreed to by the Parties, for a total Project period of four years, contingent upon the following: satisfactory performance by the Participating College, the availability of funds, and the continuing award of funds by the DOL being in the best interest of the U.S. Government.

3. **Purpose.** The purpose of this Agreement is to set forth the responsibilities and obligations of BCC and the Participating College in connection with the Project described in the Grant Award Documents.

4. **Payment.** The Participating College shall receive payment for allowed costs from BCC based on the reimbursement requests it has submitted during the Term of this Agreement, as described in the Budget Narrative and Project Narrative attached as part of the Grant Award Documents, as same may be amended from time to time, and as more specifically detailed in Addendum C attached hereto and made a part hereof. Any payment by BCC to the Participating College in connection with the Project shall be subject to the requirements and limitations of the Grant Award Documents, as well as the terms, conditions and limitations set forth herein.

5. **Participation.** As a participating member of the Project Consortium, the Participating College is expected to perform the tasks described in the Grant Award Documents as one of the thirteen participating higher education institutions specifically named therein as cooperating with BCC, and as more specifically detailed in Addendum B attached hereto and made a part hereof.

6. **Responsibilities of Participating College.** The Participating College shall:

- a. Provide direct training and/or education, and related supportive activities that prepare individuals for apprenticeships and employment in the healthcare sector as described in the Grant Award Documents and Addendum B, as same may be amended from time to time. The Participating College will work cooperatively with all other participating colleges to achieve the overall goals, objectives and deliverables as defined in the Grant Award Documents and as further specified in its individual Scope of Work and work-plan.
- b. Document activities outputs and outcomes based on pre-established uniform data collection guidelines for monitoring program performance. In addition, the Participating College may be required to participate directly in a federally sponsored implementation, systems and outcome evaluation. It is also possible that the Participating College may be required to participate in a federally sponsored impact evaluation that may include a rigorous evaluation design using random assignment of individuals, groups or organizations to new demonstration services or existing services; if selected, the Participating College may be required to facilitate the random

selection process. The Participating College shall provide documentation of all activities, costs and expenses at the request of BCC as may become necessary from time to time.

- c. Comply with all program requirements set forth in the Funding Opportunity Announcement (No. FOA-ETA-18-08), Grant Award Notice, and Standard Terms and Conditions. Further, the Participating College shall comply with all relevant Federal policies, such as the authorizing legislation, Code of Federal Regulations, OMB Circulars, and the applicable funding restrictions given in Section 2005(a) of the Social Security Act (42 U.S.C. §1397d(a)). No federal funds may be used as wages for the participants.
- d. Submit for review and approval by the BCC and if required, the DOL any clarifications or revisions to the work-plan or budget that are necessary to address comments raised during or pursuant to any audit done by or at the direction of BCC or the DOL. The Participating College will also provide documentation of its plan implementation to BCC upon request so that BCC may monitor the Project.
- e. Complete all activities and tasks in accordance with the Statement of Work, any finalized work-plan and budget, unless otherwise directed by BCC. Any subsequent revisions to the work-plan or budget must be submitted to the BCC for review and approval by the DOL.
- f. Collaborate with BCC and other participating colleges that comprise the Project Consortium by participating in any required consultations, meetings, briefings, teleconferences, site visits and other forums to review current and planned activities, to share information, and to promote state wide coordination. The issues to be addressed may include program implementation, financial management, and program evaluation. BCC may designate other organizations, to host or participate in those communications.
- g. Employ all personnel as set forth in the Participating College's budget outline. Any changes shall be provided to BCC for review and approval to the DOL, if necessary.
- h. Keep BCC informed of activities in which the Participating College may be involved outside of this Agreement that have a bearing on the Project; judgment may be exercised in protecting proprietary interests or pending proposals of the Participating College.
- i. Transfer any curriculum, software, data or program information created as a part of this project to the DOL or an organization designated by the DOL upon audit or close-out as set forth in 29 CFR 95.70 – 95.73.
- j. Ensure that data systems, resources, facilities or equipment necessary to provide information required for program monitoring and evaluation are available in a timely manner. Data will be provided in the format and schedule as directed by the BCC and required by the DOL.
- k. Ensure the integrity of the research design and quality of products.
- l. Cooperate as required by BCC to specify certain aspects of the Project or evaluation design in more detail than is found in the Grant Award Documents.

- m. Attend as required, any conference or meetings, including meetings pursuant to the *Health Works Project* requirements as established by the DOL in the Funding Opportunity Notice and Grant Award Documents.
- n. Submit progress reports and financial status reports as required by the BCC within defined time frames to ensure that the BCC meets the reporting deadlines imposed by the DOL. BCC may change or modify the type and frequency of program progress reports or performance data to be submitted based upon requirements imposed by DOL.
- o. Submit properly signed and authorized reimbursement requests in accordance with the remittance schedule established by BCC. The Participating College shall use the provided Reimbursement Request Form and will provide all appropriate supporting documentation.
- p. The designated contact person(s) for the Participating College are set forth in Addendum A.

7. **Responsibilities of BCC.** BCC shall:

- a. Collaborate with the Participating College and the other Project Consortium members to provide training, education and related activities to prepare individuals for apprenticeships and employment in the healthcare sector consistent with the Grant Award Documents.
- b. Work with the DOL and other federal offices to obtain any required interpretations of program requirements and relevant Federal policy. BCC shall disseminate the interpretations in a timely manner.
- c. Keep the Participating College informed regarding expectations for performance and current DOL policy.
- d. Forward all required financial reporting information of the Participating College for this Project to the DOL as required by the Grant Award Documents.
- e. When necessary, include the Participating College in conference calls or meetings as necessary for the execution and completion of this Project.
- f. Provide the Participating College with uniform data collection instruments and guidelines that are to be supplied to BCC by DOL for use by the Participating College as necessary.
- g. Work with the Participating College on a schedule for submitting reimbursement requests and a plan for processing requests in a timely manner.
- h. Provide a detailed schedule of report due dates and payment request due dates immediately upon notification of such deadlines by the DOL.
- i. The designated contact person(s) at BCC are set forth below:



The person responsible for monitoring the grant and providing fiscal and programmatic assistance for the Project is:

William Yakowicz  
Director of Grants Administration  
Bergen Community College  
400 Paramus Road  
Paramus, New Jersey 07652-1595  
201-612-5253  
[wyakowicz@bergen.edu](mailto:wyakowicz@bergen.edu)

The individual responsible for providing assistance with the programmatic aspects of the Project is: Christine Gillespie

Executive Director Continuing Education and Workforce Development &  
Apprenticeship Project Director, N.J. Health Professions Consortium  
Bergen Community College  
400 Paramus Road  
Paramus, New Jersey 07652-1595  
201-879-8919  
[cgillespie@bergen.edu](mailto:cgillespie@bergen.edu)

The individual responsible for providing assistance with the business and financial aspects of the Project is: Laura Frazer

Senior Manager of Grants / Compliance  
Bergen Community College  
400 Paramus Road, Rm. A-335A  
Paramus, New Jersey 07652-1595  
201-301-1266  
[lfrazer@bergen.edu](mailto:lfrazer@bergen.edu)

8. **Additional Requirements.** This Agreement is further subject to the following terms and conditions:

- a. The requirements set forth in or referred to in the Grant Award Documents and attached hereto as Exhibits A, B, & C.
- b. The collaborative requirements and responsibilities set forth in the program announcement under the Funding Opportunity Announcement, SGA-DFA-PY-13-10, and are hereby incorporated by reference as special terms and conditions of this Agreement.
- c. Compliance with the procurement standards found at 29 CFR 95.40 through 95.48 as applicable as well as the procurement requirements of the County College Contracts Law, N.J.S.A. 18A:64A-25.1, et seq. Additionally, the Participating College shall utilize its internal procurement standards and policies.
- d. Compliance with the Federal Contract Provisions set forth in Exhibit C.

- e. **Audit Requirements:** The Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) combined the audit requirements for all entities under one Act. An audit is required for all entities that expend \$500,000 or more of Federal funds in each fiscal year. Annual audits under this Project are also subject to the requirements set forth in 29 CFR Parts 96 and 99. The audits are due within 30 days of receipt from the auditor or within 9 months of the end of the fiscal year, whichever occurs first. The audit report, will be completed and submitted by BCC in accordance with the Federal requirements as set forth by the DOL and published at [www.doleta.gov/grants](http://www.doleta.gov/grants). The Participating College shall provide BCC with all information related to its implementation of the Project necessary for BCC to complete a timely and accurate submission.
- f. Reimbursements will be made from BCC to the Participating College for allowable costs only as permitted by the Grant Award Documents attached hereto as Exhibits A, B and C. BCC shall not be required to reimburse the Participating College for any allowable cost until BCC has received funding from the DOL to provide said reimbursement.
- g. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- h. Matters concerning the request or negotiation of any changes in the terms, conditions, or amount of this Agreement should be directed, in writing, to William Yakowicz, Director of Grants Administration, 400 Paramus Rd., Paramus, NJ 07624. Any changes to this Agreement require the written approval of each party's Authorized Official and may require the prior approval of the DOL.

9. **Termination.** BCC may terminate this Agreement, upon forty-five (45) days written notice to the Participating College, for failure to perform any of its obligations, in whole or in part, under this Agreement, any subsequent renewals and the Grant Award Documents, with such failure to be determined by BCC in its sole discretion. If BCC determines, in its sole discretion, that the Participating College has cured the failures for which this Agreement is being terminated prior to the termination date, BCC will not terminate this Agreement. In the event of termination, BCC shall only be responsible to reimburse the Participating College for allowable costs up to the date of termination, provided that the Participating College submits a timely request for reimbursement within forty-five (45) days of termination. The Participating College shall provide all invoices and Project documentation for all of its enrolled students as required under this Agreement and the Grant Award Documents. Nothing herein shall prohibit BCC from pursuing any remedies available to it based on any failure by the Participating College to perform its obligations under this Agreement, any subsequent renewals and the Grant Award Documents.

10. **Disputes.** If there is a dispute concerning either party's performance under this Agreement, the Parties shall attempt in good faith to resolve the dispute in an amicable manner between them.

11. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey.

12. **Compliance with Laws.** The Parties shall continue to operate in compliance with all of the provisions federal law and the laws of the State of New Jersey.

13. **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties regarding the subject matter hereof and can only be amended or supplemented in a properly executed written agreement.

14. **Assignment of Rights Under Agreement.** Neither party shall assign, sell, transfer or otherwise vest in any person any of its rights or obligations under this Agreement.

15. **Representations of the Parties to Each Other.** Each Party hereby represents to other Party as follows:

(a) The Party is a public body corporate and politic of the State of New Jersey duly organized and validly existing in good standing and is duly qualified to transact business so as to enable the Party to perform its obligations as provided in this Agreement. The execution of this Agreement, and the performance of all obligations as provided in this Agreement have been authorized by all required action of the governing body of the Party, all as required by the charter, by-laws and applicable law that regulate the conduct of the Party's affairs, does not require any consent, approval or referendum of voters. The execution of this Agreement and the performance of all obligations set forth herein do not conflict with and do not constitute a breach of or event of default under any charter of the Party or any agreement, indenture, mortgage, contract, instrument to which the Party bound so that, upon execution hereof and upon satisfaction of the conditions herein contained, this Agreement shall constitute a valid and legally binding obligation of the Party, enforceable against the Party in accordance with its terms.

(b) There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental body against the Party wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by Party of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would materially adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the Party in connection with the transaction contemplated hereby.

(c) None of the Party's principals are debarred, suspended, proposed for debarment or declared ineligible by and Federal and/or state agency.

16. **Relationship of the Parties to Each Other.** Except as otherwise explicitly provided herein, no party to this Agreement shall have any responsibility whatsoever with respect to services that are to be provided or contractual obligations that are to be assumed by any other party and nothing in this Agreement shall be deemed to constitute any party a partner, joint venture participant, agent or legal representative of any other party or to create any fiduciary relationship between or among the parties.

17. **Waiver.** The waiver by either party of a default or of a breach of any provision of this Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent default or breach. The making or the acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

18. **Headings.** The captions and headings in this Agreement are for convenience and ease of reference only and in no way define, limit or describe the scope or intent of this Agreement and such headings do not in any way constitute a part of this Agreement.

19. **Severability.** In the event that any provision of this Agreement shall, if for any reason, be determined to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement or to such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein. Notwithstanding such determination, such determination shall not invalidate or render any other provision hereof unenforceable.

20. **Debarment and Suspension.** The Subcontractor certifies that neither it nor its principals are debarred, suspended, or declared ineligible from participating in this agreement by any Federal and/or state agency.

21. **Liability of Officers and Employees.** Except to the extent provided by Applicable Law, no official, trustee, officer, agent, representative or employee of either party shall be charged personally by the other party or held contractually liable thereto under any term or provision of this Agreement, because of either party's execution or attempted execution or because of any breach or alleged breach thereof; provided however, that all persons remain responsible for any of their own criminal or fraudulent actions.

22. **Merger Clause.** This Agreement constitutes the entire agreement and understanding of the parties with respect to all matters addressed or referred to herein and supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

23. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if the signature and seals thereto and hereto were upon the same instrument.

**IN WITNESS WHEREOF**, Bergen County College and the Participating College agree to the terms and conditions, scope of work and budget for this Agreement.

By Authorized Official Bergen Community College:	By Authorized Official
<hr/> Michael D. Redmond, Ph.D., President	<hr/> Name/Title
Date	Date

## **EXHIBIT A**

**Grant Application and  
Participating College Letter of Commitment  
(Separately attached)**

**Exhibit B**

**Grant Award Notification  
(Separately attached)**

## Exhibit C

### Governing Federal Contracting Statutes

All contracts, awarded by a recipient including small purchases, shall contain the following provisions as applicable:

1. *Equal Employment Opportunity* – All contracts shall contain a provision requiring compliance with E.O. 11246. “Equal Employment Opportunity,” as amended by E.O. 13672, “Further Amendments to Executive Order 11478 Equal Employment Opportunity in the Federal Government and Executive Order 11246 Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

2. *Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)* – All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. §874), as supplemented by the Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which one is otherwise entitled. The Recipient shall report all suspected or reported violations to the Federal awarding agency.

3. *Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)* – When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §276a to a-7) and as supplemented by the Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

4. *Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333)* – Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), as supplemented by the Department of Labor (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborers or mechanic shall be

required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. *Rights to Inventions Made Under a Contract or Agreement* – Contracts or agreements for the performance of experimental, developmental or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401, “Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. *Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.)*, as amended – Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. *Byrd Anti-Lobbying Amendments (31 U.S.C. §1352)* – Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. See 29 CFR part 98.



## **Addendum B**

### **Scope of Program for Participating College**

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## **Addendum C**

### **Budget for Participating College**



## **BOARD OF TRUSTEES ACTION P 1**

**Approval Date: August 6, 2019**

### **Resolution**

Appointment: Student Affairs Athletic Program (Coaching Staff)

### **Submitted By**

Dr. Michael D. Redmond, President

Dr. Brian D. Agnew, Executive Vice President

Ms. Priscilla Klymenko, Interim Vice President, Student Affairs

### **Action Requested**

To approve the appointment of the following individuals to part-time Assistant Coach positions at the stipends indicated:

<b><u>Name</u></b>	<b><u>Assistant Coach Position</u></b>	<b><u>Stipend</u></b>	<b><u>Effective Dates</u></b>
Janet Elder	Women's Volleyball	\$3,500.00	09/01/19 - 11/30/19
Rhonyelle Sowell	Women's Volleyball	\$3,500.00	08/01/19 - 11/30/19 (retroactive)
Jack Winters	Men's Baseball	\$3,500.00	08/01/19 – 05/31/20 (retroactive)

### **Justification**

The above-mentioned stipends are seasonal.

Charge To:

Account Number:



**BOARD OF TRUSTEES ACTION P 2**  
**Approval Date: August 6, 2019**

**Resolution**

Appointment: Lecturers, Fall 2019 Semester

**Submitted By**

Dr. Michael D. Redmond, President

Dr. Brian D. Agnew, Executive Vice President

Dr. Brock Fisher, Vice President, Academic Affairs

**Action Requested**

To approve the appointment of the following individual as Lecturer for the Fall 2019 semester at the salary indicated.

<b><u>Name</u></b>	<b><u>Discipline/Division</u></b>	<b><u>Salary</u></b>
Sharon Mancini	Nursing/Health Professions	\$ 21,420.00

**Justification**

Lecturer appointment to cover full time class load due to recent faculty retirements.



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**BOARD OF TRUSTEES P 3**  
**Approval Date: August 6, 2019**

**Resolution**

Appointment: Support Staff

**Submitted By**

Dr. Michael D. Redmond, President

Dr. Brian D. Agnew, Executive Vice President

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

**Action Requested**

To approve the appointment of the following individual to the position and annual salary indicated.

<u>Name</u>	<u>Position/Division</u>	<u>Salary</u>	<u>Effective Date</u>
Jose Sousa	Custodian/Buildings & Grounds	\$31,124.00 (pro-rated)	04/22/19 (retroactive)

**Justification**

To fill budgeted position through successful search process and completion of probationary period.

(This appointment is being made in accordance with the Bergen Community College Support Staff Association (BCCSSA) contract, Article XV, after successful completion of the probationary period.)

Charge to: College Operating Funds

Account Number:



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**BOARD OF TRUSTEES ACTION P 4**  
**Approval Date: August 6, 2019**

**Resolution**

Appointment: Tenure Track Faculty

**Submitted By**

Dr. Michael D. Redmond, President  
Dr. Brian D. Agnew, Executive Vice President  
Dr. Brock Fisher, Vice President, Academic Affairs

**Action Requested**

To approve the appointment of the following individuals to the positions and annual salaries indicated.

<u>Name</u>	<u>Rank/Discipline/Division</u>	<u>Salary</u>	<u>Effective Dates</u>
Claire Cyriax	Assistant Professor/Nursing/ Health Professions	\$60,000.00	09/01/19 – 06/30/20
Vincent Louis	Assistant Professor/Business/ Business, Arts and Social Sciences	\$57,577.00	09/01/19 – 06/30/20
Aaron Morrisey	Associate Instructor/Hotel and Restaurant Management, Culinary/Business, Arts and Social Sciences	\$50,113.00	09/01/19 – 06/30/20
Josephine Rodriguez	Assistant Professor/Nursing/ Health Professions	\$60,000.00	09/01/19 – 06/30/20
Jose Orozco Rodriguez	Instructor/Mathematics/Math, Science and Technology	\$55,560.00	09/01/19 – 06/30/20

**Justification**

To fill budgeted positions through successful search processes.



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**BOARD OF TRUSTEES P 5**  
**Approval Date: August 6, 2019**

**Resolution**

Appointment: Confidential Staff

**Submitted By**

Dr. Michael D. Redmond, President

Dr. Brian D. Agnew, Executive Vice President

**Action Requested**

To approve the appointment of the following individual to the position and annual salary indicated.

<u>Name</u>	<u>Position/Division</u>	<u>Salary</u>	<u>Effective Date</u>
Yvette Aviles	Assistant Director, Human Resources/ Human Resources and Employee Relations/ Executive Vice President	\$85,000.00 (pro-rated)	08/07/19

**Justification**

To fill a budgeted position through a successful search process pending successful completion of background checks and references. This position is at-will.

Charge to: College Operating Funds  
Account Number:



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**BOARD OF TRUSTEES P 6**  
**Approval Date: August 6, 2019**

**Resolution**

Appointment: Confidential Staff

**Submitted By**

Dr. Michael D. Redmond, President

Dr. Brian D. Agnew, Executive Vice President

**Action Requested**

To approve the appointment of the following individuals to the positions and annual salaries indicated.

<u>Name</u>	<u>Position/Division</u>	<u>Salary</u>	<u>Effective Date</u>
Patti Bonomolo	Sr. Human Resources Generalist/ Human Resources and Employee Relations/ Executive Vice President	\$86,138.00 (pro-rated)	07/22/19
Theresa Kyle	Employee Relations Coordinator/ Human Resources and Employee Relations/ Executive Vice President	\$55,890.00 (pro-rated)	07/01/19 (retroactive)

**Justification**

To appoint these individuals to new positions and titles as part of the reorganization of Human Resources and Payroll to provide a seamless integration of Employee Services. These positions are at-will.

Charge to: College Operating Funds

Account Number:





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**BOARD OF TRUSTEES P 7**  
**Approval Date: August 6, 2019**

**Resolution**

Appointment: Professional Staff

**Submitted By**

Dr. Michael D. Redmond, President

Dr. Brian D. Agnew, Executive Vice President

**Action Requested**

To approve the appointment of the following individual to the position and annual salary indicated.

<u>Name</u>	<u>Position/Division</u>	<u>Salary</u>	<u>Effective Date</u>
Stephanie Weise	Assistant Director, Purchasing and Services/ Finance/Executive Vice President	\$82,000. (pro-rated)	08/26/19

**Justification**

To fill a budgeted position through a successful search process pending successful completion of background checks and references.

Charge to: College Operating Funds

Account Number:



**BOARD OF TRUSTEES ACTION P 8**  
**Approval Date: August 6, 2019**

**Resolution**

Approve Interim Associate Dean of College and High School Partnerships

**Submitted By**

Dr. Michael D. Redmond, President  
Dr. Brian D. Agnew, Executive Vice President  
Dr. Brock Fisher, Vice President, Academic Affairs

**Action Requested**

To approve the appointment of the following individual to the interim position and monthly salary as indicated:

<u>Name</u>	<u>Position/Division</u>	<u>Monthly Amount</u>	<u>Effective Dates</u>
Pascal Ricatto [Dr.]	Interim Associate Dean of College and High School Partnerships/ Academic Affairs	\$7,269.00 (pro-rated)	07/16/19-08/31/19 (retroactive)

**Justification**

To fill an interim position and monthly salary for a currently vacated position due to a resignation.

Charge To: College Operating Funds  
Account Number:



**BOARD OF TRUSTEES ACTION P 9**  
**Approval Date: August 6, 2019**

**Resolution**

To approve the goals on the attached document for the 2019-2020 academic year for President Michael D. Redmond.

**Submitted By**

Mr. Gerard L. Carroll, Vice Chair, Board of Trustees  
Mr. Patrick Fletcher, Chair, Personnel Committee  
Dr. Michael D. Redmond, President

**Justification**

These are broad-based goals that reflect Dr. Redmond's priorities for the 2019 – 2020 academic year. They are coordinated with the College's new strategic plan. In turn, executive staff members and management team members will develop appropriate goals that reflect these priorities. FY 2020 performance reviews will be based principally upon an assessment of how well these goals have been accomplished.

Please see the attached FY2020 Goals.

## FY 2020 Goals - President Dr. Michael D. Redmond

- Reimagine Student Experiences
  - Once approved by the Faculty Senate, implement the new default curriculum for undecided “majors” along with appropriate support services.
  - Develop and implement long-term enrollment plan focused upon reducing attrition and targeting markets for growth, including expansion of the College's dual enrollment, early college, and early careers programs.
  - Integrate the College's student success course more concretely into the curriculum and into the College's retention initiatives.
  - Develop segmented strategies to address equity and diversity related student achievement gaps.
  - Oversee the renovation of the College's student services area to create a student centered “one-stop” service center for students, prospective students, and their families.
- Reimagine Human Talent and Internal Culture
  - Continue the pragmatic “right-sizing” of College operations, functions and organizational structure to reflect enrollment trends and best practices, and to better match resources to needs, while remaining attentive to concerns of equity, diversity and inclusion.
  - Implement business process analyses of key service areas to improve operations with attention to cost effectiveness and quality of delivered services.
  - Implement an HRIS employee “life-cycle” management system which includes, among other things, applicant tracking, employee on-boarding, and performance evaluation.
  - Continue to foster a policy, rather than a person, driven approach to governance.
- Reimagine Technology
  - Devise and deploy technology strategies to support College initiatives, especially in regards to retention and recruitment initiatives, as well as to provide scalable and cost effective services.
  - Foster a student-centered virtual campus to support campus functions and operations, including a well-designed and student friendly virtual “one stop” center.
  - Relaunch the College website with an emphasis upon branding and recruitment.
- Reimagine Financial Resources
  - Craft a long-term strategy to stabilize College finances.
  - Provide long-term financial and enrollment projections to the Board of Trustees.
  - Identify services that can be provided to the College in more cost effective ways.
  - Seek opportunities to increase revenues.
- Reimaging Relationships and Partnerships
  - Develop and implement a College marketing plan more closely aligned with NJCCC's Vision 2029 Framework and which more clearly and strongly emphasizes the theme of quality, and not just affordability, of a Bergen Community College education.

- Deepen relationships with high schools to provide alternate paths for high school graduates and expand the College's concurrent enrollment programs.
- Better position the College to provide customized training and workforce development to business and industry.
- Engage in public advocacy on behalf of the College by working closely with county, state, and federal officials as well as community and nonprofit groups.
- Work closely with the Foundation board and its executive director to develop strategies for increasing the endowment and scholarship funds and to use them more strategically to stabilize enrollment and to promote student success.



**BOARD OF TRUSTEES ACTION P 10**  
**Approval Date: August 6, 2019**

**Resolution**

Resignation – Professional Support Staff

**Submitted By**

Dr. Michael D. Redmond, President  
Dr. Brian D. Agnew, Executive Vice President  
Dr. Brock Fisher, Vice President, Academic Affairs  
Mr. Ronald Spaide, Chief Information Officer

**Action Requested**

To approve the resignation of the following individual:

<u>Name</u>	<u>Position/Department/Division</u>	<u>Effective Date</u>
Sami Klobucista	IT Technical Support Specialist I/Information Technology	08/15/19
Annette Rakowski	Instructional Technology Specialist/Center for Innovation In Teaching and Learning/Academic Affairs	08/26/19

**Justification**

Resignation



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**BOARD OF TRUSTEES P 11**  
**Approval Date: August 6, 2019**

**Resolution**

Appointment: Professional Staff

**Submitted By**

Dr. Michael D. Redmond, President  
Dr. Brian D. Agnew, Executive Vice President  
Ms. Priscilla Klymenko, Interim, Vice President, Student Affairs

**Action Requested**

To approve a monthly stipend in the amount of \$ 500.00, effective August 7, 2019, to Lisa DiGaetano, Enrollment Services Coordinator, for assuming additional, day to day, operational responsibilities for managing the One-Stop Center until such time as the Assistant Director/One Stop Supervisor returns from medical leave.

**Justification**

The College is now entering into peak season for the One-Stop Center, and it is necessary to have someone in place to provide day to day leadership and supervision of operations and staff.

Charge to: College Operating Funds  
Account Number:



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**BOARD OF TRUSTEES ACTION P 12**  
**Approval Date: August 6, 2019**

**Resolution**

Rescind Appointment: Coaching Staff

**Submitted By**

Dr. Michael D. Redmond, President

Dr. Brian D. Agnew, Executive Vice President

Ms. Priscilla Klymenko, Interim Vice President, Student Affairs

**Action Requested**

To rescind the appointment (P1B, July 9, 2019) of the following individual from the position indicated.

<u>Name</u>	<u>Position/Sport</u>	<u>Effective Date</u>
James Fitzgerald	Assistant Coach/Men's Baseball	07/29/19 (retroactive)
Shave Havrilla	Assistant Coach/Women's Soccer	07/31/19 (retroactive)

**Justification**

Rescind appointment





**BOARD OF TRUSTEES ACTION S/F 1**  
**Approval Date: August 6, 2019**

**Resolution**

To award professional services to RSC Architects for the preparation of plans and specifications to upgrade the data lines to the parking deck gates to fiber optic cable.

**Submitted By**

Dr. Brian D. Agnew, Executive Vice President

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

Ms. Barbara Golden, Director, Purchasing & Services

Mr. Robert P. Coane, Director, Campus Planning

**Action Requested**

Authorization to pay \$7,400.00 to RSC Architects for the preparation of plans and specifications to locate and design a pathway for running a new fiber optic line from the parking deck gates to the Pitkin Education Center.

**Justification**

The existing parking deck gates data lines are analog twisted pairs' cable and are having major reliability issues in terms of communicating with the College's computer network. This results in the failure of the gates to open when a College ID is presented.

To eliminate this reliability issue, a fiber optic cable needs to be run from the current roadway enclosure below the parking deck ramp to the A-033 IDF room.

Professional services are exempt from bidding in accordance with County College Contracts Law 18A:64A-25.5 (1). The Request for Qualifications for Architecture Services was advertised, in accordance with the New Jersey P.L. 2004, Chapter 19 "Pay to Play" Law, and conforms to a "Fair and Open Process".

**Charge to: County Bond**

**Account Number: 20-00-190000-604226**



**BOARD OF TRUSTEES ACTION S/F 2**  
**Approval Date: August 6, 2019**

**Resolution**

To reject bids received in response to Public Bid P-2300 for locker room renovations.

**Submitted By**

Dr. Brian D. Agnew, Executive Vice President

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

Mr. Michael Hyjeck, Managing Director, Physical Plant

Ms. Barbara Golden, Director, Purchasing & Services

**Action Requested**

Reject all bids received in response to Public Bid P-2300 Men's and Women's Locker Room Renovations.

**Justification**

The College needs to review its financial resource allocations and may re-bid this project at a future date.

**Charge To:** TBD

**Account Number:** TBD



**BOARD OF TRUSTEES ACTION S/F 3**  
**Approval Date: August 6, 2019**

**Resolution**

To approve payment for emergency repairs to the natural gas line at Ender Hall.

**Submitted By**

Dr. Brian D. Agnew, Executive Vice President

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

Ms. Barbara Golden, Director, Purchasing & Services

**Action Requested**

Approve payment to Aero Plumbing and Heating, Co. Inc. in the amount of \$49,424.00 for emergency repairs to natural gas line.

**Justification**

The natural gas line at Ender Hall was shut off due to a leak. This gas line provides gas to Ender Hall, The Technology Center and The Buehler Challenger Center. As a result of the shut off, cooking classes in Ender Hall had to be canceled because there was no gas to supply the equipment. Additionally, the replacement of the line involved heavy excavating and, therefore, for safety reasons, needed to be done while the entire college population is reduced.

The Vice President of Facilities Planning, Operations and Public Safety and the Executive Vice President determined that this repair work is an emergency that had to be completed immediately in order to mitigate an unsafe condition and to resume operations in the three affected buildings.

Quotations were received from the companies listed below.

Aero Plumbing and Heating, Co Inc.	\$49,424.00
J. Fletcher Creamer & Son, Inc.	\$62,190.00
William J. Guarini, Inc.	\$75,000.00

Emergency purchases and contracts are allowed when the safety or welfare of occupants of college property requires immediate performance of work pursuant to County College Contracts Law 18A:64A-25.6 and the Pay-to-Play provisions of N.J.S.A. 19:44A-20.12.

**Charge to: Institutional Fund**

**Account Number: 10-01-160100-607550**