

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

**Public Agenda**

**Virtual WebEx Meeting Event**

**Tuesday, December 1, 2020 – 5:00 p.m.**

- I. Call to Order
- II. Open Public Meetings Act Statement
- III. Oath of Office – administered by Mrs. Judy Verrone, Esq.,  
DeCotiis, FitzPatrick, Cole and Giblin, L.L.P.
  - ❖ Mr. Patrick Fletcher
  - ❖ Mr. Mark Longo
  - ❖ Dr. Sheetal Ranjan
  - ❖ Mr. Adam Silverstein
- 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. Chairwoman
- VI. Unfinished Business/Board Members
- VII. New Business/Board Members
- VIII. Open to the Public



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## **Public Agenda**

**December 1, 2020**

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- IX. Actions:
- |    |                                       |                             |
|----|---------------------------------------|-----------------------------|
| A. | Approval of Board Minutes             | Wednesday, November 4, 2020 |
| B. | Approval of Executive Session Minutes | Wednesday, November 4, 2020 |
| C. | Approval of Consent Agenda            | Tuesday, December 1, 2020   |
- X. Executive Session, if required  
(New Business/Open to the Public)
- XI. Adjournment

**CONSENT AGENDA**  
**Tuesday, December 1, 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 & EXECUTIVE SESSION MINUTES: Wednesday, November 4, 2020**

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

1. Approval of Legal Vouchers – DeCotiis, FitzPatrick, Cole & Giblin, L.L.P.
2. To enter into a 3-year renewal agreement with Online Computer Library Center, Inc. (OCLC) for a subscription to the library management system.
3. Authorization to Award Public Bid #P-2326 for On-Call Network Cabling to Integrated Micro Systems, Inc.
4. Continuing Education: Authorization to Approve Payment to Career Development Institute.
5. To authorize payment to Grainger for the emergency purchase of MERV-13 air filters.
6. To authorize the purchase of an additional 2,010 MoodleRoom Help Desk support incidents for the current term expiring on 1/30/21 with Blackboard.
7. To award Public Bid P-2328 for Elevator Maintenance Service to Standard Elevator Corporation.
8. To authorize the purchase of services from Aspire Inc to upgrade the College's Cisco Call Manager infrastructure.
9. To authorize the renewal of system support with CDW-G for Nutanix hardware platforms.
10. To authorize the renewal of our annual Laserfiche electronic form solution software subscription from Accelerated Information Systems, Inc. and purchase of 10 hours of professional services at a cost of \$57,758.33.
11. To authorize entering into a 36-month contract with Ellucian, Inc. to provide their cloud-based SaaS (Software as a Service) Elevate product.
12. To enter into a three-year renewal agreement for Astra Schedule Evergreen License/Maintenance and cloud hosting from Ad Astra.
13. To authorize the purchase of services from Transact Campus Inc. for printing and mailing of 2020 1098T Tuition Statements.

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

1. Appointment: Advisory Committee Members
2. To authorize the submission of a grant proposal in the amount of \$80,274 to the New Jersey Council of County Colleges and the State of New Jersey Office of the Secretary of Higher Education, and to authorize Interim President Anthony Ross, or his designee, to execute required documents.

**INSTITUTIONAL (I)**

1. To adopt a policy regarding public comment at remote public meetings.
2. Approving an employment contract with Eric M. Friedman, Ph.D., as President of Bergen Community College, for a three-year term.

**PERSONNEL (P)**

- 1A. Appointment: Academic Chairs and Program Coordinators/Faculty
- 1B. Appointment: Grant Funded Staff
- 1C. Appointment: Grant Funded Staff
- 1D. Approve Position/Titles and job descriptions
- 1E. Appointment: Professional Staff
- 1F. End Interim Assignment and Stipend
- 1G. Approve Interim Assignment and Stipend
- 2A. Retirement: Faculty
- 2B. Retirement: Support Staff
- 2C. Retirement: Executive
3. Termination: Grant
- 4A. Rescind Retirement: Confidential Staff
- 4B. Approve Position/Title and job description (Confidential Staff)
- 4C. Appointment: Confidential Staff

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

1. Authorization to approve the attached list of Architects and Engineers that submitted the required documents for the 2021 Request for Qualifications for these professional services.
2. Authorizing an Amendment to Snow Plowing Services Contract with Downes Tree Service Co., Inc.



**BOARD OF TRUSTEES ACTION A/F1**  
**Approval Date: December 1, 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: September 1, 2020 – September 30, 2020

DeCotiis, FitzPatrick, Cole & Giblin. LLP.     \$ 70,118.08

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:	\$ 70,118.08



## **BOARD OF TRUSTEES ACTION A/F 2**

**Approval Date: December 1, 2020**

### **Resolution**

To enter into a 3-year renewal agreement with Online Computer Library Center, Inc. (OCLC) for a subscription to the library management system.

### **Submitted By**

Dr. Anthony Ross, Interim President  
Mr. Wilton Thomas-Hooke, Managing Director, Finance  
Mr. David Marks, Dean, Library  
Ms. Barbara Golden, Director, Purchasing and Services

### **Action Requested**

Authorization to enter into a 3-year renewal agreement with OCLC, Inc, for WorldShare Management Services (WMS), EZProxy and Contentdm, at a total cost of \$234,646.76, payable annually as follows:

July 1, 2020 - June 30, 2021		July 1, 2021 - June 30, 2022		July 1, 2022 - June 30, 2023	
WMS	\$68,437.95	WMS	\$71,175.47	WMS	\$74,022.49
EZProxy	\$607.98	EZProxy	\$683.06	EZProxy	\$717.21
Contentdm	\$6,230.36	Contentdm	\$6,230.36	Contentdm	\$6,541.88
Total:	\$75,276.29	Total:	\$78,088.89	Total:	\$81,281.58

### **Justification**

WorldShare Management Services (WMS), annual subscription is a cloud-based system that provides library services including cataloging, metadata, interlibrary loans, print and electronic acquisitions with serial control, circulation and delivery and discovery tool.

EZProxy is authentication software that is needed with WMS for students, faculty and staff to access the online holdings catalog and the subscription databases offered at the library. This authentication software that the college hosts is solely between WMS and Bergen Community College thereby making this software necessary and needed for the full implementation and benefits of our digital and physical collections to be available and accessible to all students, faculty and staff with proper Bergen log-in credentials.

Contentdm Base Subscription is needed for the cataloging and access to the BCC Archives. This product is a sole source OCLC database that preserves the cataloging and presentation of our holdings in digital format.

OCLC, Inc. is a non-profit library cooperative and is not subject to Pay-to-Play.

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

**Charge To:** College Operating Funds

**Account:** 10-04-490000-607763

**Total:** \$234,646.76



**BOARD OF TRUSTEES ACTION A/F 3**  
**Approval Date: December 1, 2020**

**Resolution**

Authorization to Award Public Bid #P-2326 for On-Call Network Cabling to Integrated Micro Systems, Inc.

**Submitted By**

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

**Action Requested**

Authorization to award Public Bid #P-2326 for On-Call Network Cabling to Integrated Micro Systems, Inc. for an estimated amount of \$92,500.00, for the period December 15, 2020 through December 14, 2022.

**Justification**

The College requires a contractor to install network cable drops to accommodate all network additions and changes during the term of this contract. A total of 23 companies registered for bid packages, and 7 bids were received. See list below for bids received.

Integrated Micro Systems, Inc.	\$ 92,500.00
Sal Electric Company, Inc.	\$ 97,500.00
Technotime Business Soluitons	\$124,000.00
Trico Electric	\$153,387.50
Millennium Communications Group, Inc.	\$225,000.00
700Nano LLC	\$240,145.00
All Covered	\$375,000.00

**Charge To:** College Operating Funds  
**Account:** 10-01-165100-607653  
**Total:** \$92,500 (estimated)



**BOARD OF TRUSTEES ACTION A/F 4**  
**Approval Date: December 1, 2020**

**Resolution**

Continuing Education: Authorization to Approve Payment to Career Development Institute.

**Submitted By**

Dr. Anthony Ross, Interim President  
Dr. Christine M. Gillespie, Executive Director, Continuing Education and Workforce Development  
Mr. Wilton Thomas-Hooke, Managing Director, Finance  
Ms. Cinzia D'Iorio, Dean, Continuing Education and Workforce Development  
Ms. Barbara Golden, Director, Purchasing and Services

**Action Requested**

To authorize payment to Career Development Institute for Animal Control Officer (CD 072), Continuing Education and Workforce Development Programs. This payment will not exceed \$30,000.

**Justification**

The New Jersey Animal Control courses are approved by the New Jersey Department of Health and meet the requirement of the N.J.A.C. 8:23-A-2 .2 statute of appointment by a New Jersey Municipality. Additionally, these are the only ACO courses whose graduates receive a certification for Incident Command Systems 100.

The Career Development Institute (CDI) is contracted to provide instruction and certification preparation for Animal Control officer (CD 072) training. This organization is the only vendor known to the NJ Department of Health and Senior Services (NJDOHSS), and the NJ Police Training Commission to provide this training in the State of NJ. The NJ DOHSS approves all training programs and candidates for the animal control officer certifications. A state representative indicated that approximately two thirds of this programming across the state is provided by CDI. The remainder of approved programming is provided by other colleges themselves. Bergen Community College is the only training site in the Bergen County region. To date, fourteen sections of CD 072 and six sections of CD 071 have run with a total of 380 students completing the training since October 2012. For the full calendar year of 2020, we will have trained 36 students in Animal Control.

For 2021 we anticipate training approximately 40 students which would yield a payment to CDI of approximately \$30,000 with a net revenue to Bergen Community College of \$7,000. Please note, when classes were in-person, Bergen received 20% of the tuition plus \$90 per student. Now that all classes are online, Bergen will receive 10% of the tuition plus \$90 per student.



Once we are able to hold these classes in person, we will once again receive 20% of tuition.

Program	% Revenue CDI	% Revenue BCC Per student
Animal Control (online)	81%	19%

The funds requested are to pay for curriculum and instructional services, as well as marketing, for these increasingly popular courses.

The following courses will be offered this year:

Animal Control Officer:

1. Fall 2020
2. Spring 2021
3. Fall 2021

The amount paid to Career Development Institute is dependent upon the number of students registered in the class. Based on enrollment from 2019, the payments to Career Development Institute will not exceed \$30,000.

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. Career Development Institute 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, and Business Entity Disclosure will be maintained on file at the college.

These services are below the county college bid threshold and are exempt from public bidding in accordance with County College Contracts Law 18A:64A-25.5 (a) (2). (Extraordinary unspecifiable services).

**Charge to:** College Operating Funds  
**Account:** 10-03-391006-607550  
**Total:** \$30,000.00



**BOARD OF TRUSTEES ACTION AF 5**  
**Approval Date: December 1, 2020**

**Resolution**

To authorize payment to Grainger for the emergency purchase of MERV-13 air filters.

**Submitted By**

Dr. Anthony Ross, Interim President  
Mr. William Cororan, Vice President Facilities Planning, Operations and Public Safety  
Mr. Wilton Thomas-Hooke, Managing Director, Finance  
Mr. Michael Hyjeck, Managing Director, Physical Plant  
Ms. Barbara Golden, Director, Purchasing and Services

**Action Requested**

To authorize payment to Grainger in the amount of \$23,000.00 for the emergency purchase of MERV-13 filters needed for campus buildings.

**Justification**

The CDC recommends that all A/C systems be changed from MERV-8 to MERV-13 filters to prevent the spread of the COVID-19 virus. With the College getting ready to bring back faculty and students, it was determined that all of the MERV-8 air filters currently in use had to be switched to MERV-13. Given the timeframe and the great demand by other schools and businesses, these filters had limited availability. Grainger could provide most of the MERV-13 filters that the College needed at the time.

Due to the limited availability, the Vice President of Facilities, Planning, Operations and Public Safety authorized the immediate purchase of these filters, and has certified in writing the nature of the emergency, and the need for the emergency purchase.

Pay-to-Play law allows the award of a contract when public exigency requires the immediate delivery of goods or performance of emergency services in accordance with N.J.S.A. 19:44A-20.12.

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

**Charge To:** Cares Act  
**Account:** 50-06-595000-607552  
**Total:** \$23,000.00



**BOARD OF TRUSTEES ACTION A/F 6**  
**Approval Date: December 1, 2020**

**Resolution**

To authorize the purchase of an additional 2,010 Moodleroom Help Desk support incidents for the current term expiring on 1/30/21 with Blackboard.

**Submitted By**

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

**Action Requested**

Authorization to purchase approximately 2,010 additional Moodlerooms Help Desk support incidents with Blackboard, Inc. at an estimated projected cost of \$20,642.70.

**Justification**

Due to the COVID-19 pandemic and the subsequent impact on the number of online classes Bergen Community College has been required to maintain and support, we have incurred a large increase in the number of Moodlerooms help desk incidents for the current term ending 1/30/21. Based on current usage reports to date, the projected number of total incidents is estimated to increase by 2,010 at a cost of \$20,642.70. Blackboard help desk support includes assistance with inquiries via telephone, web tickets and chat for the Open LMS platforms.

The college has a need to aware this procurement as a non-fair and open contract pursuant o the provisions of N.J.S.A. 19:44A-20.4. Blackboard, Inc has submitted a Political Contribution Disclosure Form and a Stockholder Disclosure Form in accordance with N.J.S.A. 19:14A-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.

Software support is exempt from nodding in accordance with County College Contracts Law 18A:64A-25.5 (a) (19).

**Charge to:** Cares Act  
**Account:** 50-06-595000-607526  
**Total:** \$20,642.70 (Estimated)



**BOARD OF TRUSTEES ACTION A/F 7**  
**Approval Date: December 1, 2020**

**Resolution**

To award Public Bid P-2328 for Elevator Maintenance Service to Standard Elevator Corporation.

**Submitted By**

Dr. Anthony Ross, Interim President  
Mr. William Corcoran, Vice President, Facilities Planning, Operations and Public Safety  
Mr. Wilton Thomas-Hooke, Managing Director, Finance  
Mr. Michael Hyjeck, Managing Director, Physical Plant  
Ms. Barbara Golden, Director Purchasing and Services

**Action Requested**

Authorization to award Public Bid P-2328 for Elevator Maintenance Service to Standard Elevator Corporation for the period December 2020 through December 2022, for an estimated amount of \$331,476.00.

**Justification**

The elevator service contract is required to maintain twenty-one elevators located on the Paramus, Hackensack and Lyndhurst campuses. Monthly preventive maintenance and inspections are routinely needed, and emergency repairs are done as required. Ten companies registered for the bid, and two (2) bids were received.

Standard Elevator Corporation	\$331,476.00
Slade Industries Inc.	\$747,720.00

**Charge To:** College Operating Funds  
**Account:** 10-06-610100-607550  
**Total:** \$331,476.00



**BOARD OF TRUSTEES ACTION A/F 8**  
**Approval Date: December 1, 2020**

**Resolution**

To authorize the purchase of services from Aspire Inc to upgrade the College's Cisco Call Manager infrastructure.

**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 for the purchase of services from Aspire Inc to upgrade the College's Cisco Call Manager infrastructure from version 10.x to 12.x, in the amount of \$33,500.00, on NJ State Contract #87720.

**Justification**

Professional services to upgrade the College's Cisco Call Manager infrastructure from version 10.x to 12.x are required to ensure continued support, security and enhanced functionality. Services will include upgrading the system and migrating all of the colleges current phones to the upgraded system. Due to the COVID-19 pandemic the college has moved to a primarily remote operations model. This upgrade will improve the performance and functionality of our remote softphone users who are unable to work from their normal on-campus desk locations.

After reviewing the responses, it appears that ConRes did not mention the upgrades of the CICM firmware in its response which is specifically called out in the project specifications. Furthermore, while not specifically mentioned, each of our phones will need firmware upgrades to be compatible with the new version of call manager. This should be called out specifically as it is a requirement to get to the new version. We are not choosing Continental Resources for these services as they were lacking specific details in the services being provided by them.

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

Quotations were requested from the companies listed below.

Aspire Technology	\$33,500
ConRes	\$33,200
CDW	\$53,146

**Charge to:** Cares Act  
**Account:** 50-06-595000-607550  
**Total:** \$33,500.00



**BOARD OF TRUSTEES ACTION A/F 9**  
**Approval Date: December 1, 2020**

**Resolution**

To authorize the renewal of system support with CDW-G for Nutanix hardware platforms.

**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 Nutanix hardware support for one year with CDW-G in the amount of \$95,130.00 through ESCNJ18/19-03.

**Justification**

The Nutanix Hardware Platform hosts the majority of BCC's critical server and virtual desktop infrastructure. This hardware platform enables the ITS department to host the college's nearly 200 virtual servers and over 1000 virtual desktops. This renewal includes one year of support for 4 Nutanix nodes for the term of 12/31/20-12/30/21 and 2 additional Nutanix nodes being co-termed through 12/30/21.

Quotations were requested from the companies listed below.

CDW-G	\$95,130.00
PBG Networks	\$100,527.53
Aspire Technology	\$107,996.33
SHI International	\$110,117.86

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

**Charge to:** College Operating Funds  
**Account Number:** 10-01-165100-607511  
**Amount:** \$95,130.00



**BOARD OF TRUSTEES ACTION A/F 10**  
**Approval Date: December 1, 2020**

**Resolution:**

To authorize the renewal of our annual Laserfiche electronic form solution software subscription from Accelerated Information Systems, Inc. and purchase of 10 hours of professional services at a cost of \$57,758.33.

**Submitted By**

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

**Action Requested**

Authorization to renew our annual Laserfiche electronic form solution software subscription from Accelerated Information Systems, Inc. for the term of 12/21/20 through 12/20/21 and to purchase 10 hours of professional services at a cost of \$ 57,758.33.

**Justification**

Laserfiche is a comprehensive electronic forms solution that is user friendly, integrates fully with our systems, allows for conditional workflow and queuing, and is ADA compliant. Laserfiche is also DoD 5015.2 certified and serves as the official electronic records repository for the College.

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. Accelerated Information Systems, 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 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:** 10-01-165100-607526 & 10-01-165100-607550  
**Total:** \$57,758.33





**BOARD OF TRUSTEES ACTION A/F 11**  
**Approval Date: December 1, 2020**

**Resolution**

To authorize entering into a 36-month contract with Ellucian, Inc. to provide their cloud-based SaaS (Software as a Service) Elevate product.

**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 from Ellucian, Inc. their Elevate Software as a Service product in use by Continuing Education and Workforce Development departments for the 36-month term of 11/1/20 through 10/31/23 at an annual cost of \$39,600.00.

**Justification**

The utilization of Ellucian Elevate across all three Bergen locations provides CE and Workforce Development students with a “shopping cart” “search and purchase” experience which has become the industry standard. Ellucian Elevate is delivered with built in integration to the college’s Student Information System (Colleague) which reduces the manual effort required to register students. This contract allows for up to 6,500 registrations per year. Registration overages above this amount will be billed quarterly at \$1.00 per registration and are subject to the annual 5% cost increase.

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  
**Amount:** \$39,600.00/year



## **BOARD OF TRUSTEES ACTION A/F12**

**Approval Date: December 1, 2020**

### **Resolution**

To enter into a three-year renewal agreement for Astra Schedule Evergreen License/Maintenance and cloud hosting from Ad Astra.

### **Submitted By**

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

### **Action Requested**

Authorization to renew Astra Schedule Evergreen License/Maintenance and Cloud Hosting from Ad Astra at a total cost of \$73,552.50 for a three-year term of 12/31/20 – 12/30/23, payable in annual installments of \$24,517.50.

### **Justification**

Astra scheduling software is a cloud hosted solution used at all three campus locations for all academic room scheduling as well as for meetings, and events on campus. By entering into a three-year agreement, the college will be price-protected from any cost increases through the term of this renewal. Annual payments will be as follows:

12/30/20 - \$24,517.50  
12/30/21 - \$24,517.50  
12/30/22 - \$24,517.50

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. Ad Astra 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.

Proprietary computer software is exempt from public bidding in accordance with County College Contracts Law 18A:64A-25.5 (a) (19).

**Charge to:** College Operating Funds

**Account:** 10-01-165100-607526

**Total:** \$73,552.50



**BOARD OF TRUSTEES ACTION A/F 13**  
**Approval Date: December 1, 2020**

**Resolution**

To authorize the purchase of services from Transact Campus Inc. for printing and mailing of 2020 1098T Tuition Statements.

**Submitted By**

Dr. Anthony Ross, Interim President

Mr. Wilton Thomas-Hooke, Managing Director, Finance

Ms. Caroline Ofodile, Managing Director, Financial Operations and Student Assistance

Ms. Barbara Golden, Director, Purchasing and Services

**Action Requested**

Authorization to spend \$19,105.00 with Transact Campus Inc. for printing and mailing of 2020 1098T student tuition statements for approximately 24,000 students.

**Justification**

Internal revenue code requires colleges to provide students with 1098T forms for reporting of tuition and fees payment for the calendar year. Transact Campus Inc. will complete the printing and mailing of the forms to students in compliance with IRS regulations. The cost includes paper, envelopes, postage and IRS filing. Transact's pricing is all inclusive and will not be increased in the event of increased postal costs or number of students.

The college has a need to purchase these services as a non-fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.4. Transact Campus 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 they have 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.

The cost of these services is below the County College bid threshold and is not required to be bid.

**Charge to:** College Operating Funds  
**Account:** 10-01-160100-607508  
**Total:** \$19,105.00



**BOARD OF TRUSTEES ACTION E/SA1**  
**Approval Date: December 1 2020**

**Resolution**

Appointment: Advisory Committee Members

**Submitted By**

Dr. Anthony Ross, Interim President  
Dr. Brock Fisher, Vice President of Academic Affairs

**Action Requested**

To appoint of Advisory Committee members for a three-year term (unless otherwise specified), effective December 1 2020.

**Justification**

The use of advisory committees is of inestimable value in providing assistance to the College in establishing and conducting educational programs, which have relevancy to Bergen County industry, business, government, labor and the community-at-large.

Advisory committees for New Jersey Community Colleges have been prescribed by Regulations and Standards for New Jersey Community Colleges, Section 670 of 1-600 (Educational Programs) and are required for all vocational curricula.

The list of proposed members for advisory committees is attached.

First Name	Last Name	Company Affiliation	Term	Advisory Group
Yaron	Harazi	Blackstone Restaurant, N.Y.	3	Hotel and Restaurant Mgmt.
Kyungmoon	Kim	The Modern, NYC & Woorisoul.	3	Hotel and Restaurant Mgmt.
Arthur	Hon	Momofuku Ko, NYC	3	Hotel and Restaurant Mgmt.
First Name	Last Name	Company Affiliation	Term	Advisory Group
Jim	Bumgardner	Bergen Community College	3	Technical Theatre
Jared	Saltzman	Bergen Community College	3	Technical Theatre
Thomas	O'Neill	Bergen Community College	3	Technical Theatre
Dean	Mattson	Banana Sound	3	Technical Theatre
Rachel	Budin	Ramapo College	3	Technical Theatre
Alex	Diaz	Bergen Performing Arts Center/Performing Arts School	3	Technical Theatre
Al	Ridella	Four Wall Entertainment	3	Technical Theatre
Patricia	Nichols	Broadway Stage Manager, AES	3	Technical Theatre
Jared	Rutherford	Scenic Designer, United Scenic Artist Local 829	3	Technical Theatre
First Name	Last Name	Company Affiliation	Term	Advisory Group
Michael	Brick	Chilton Medical Center	3	Respiratory Care
Karen	Cooney	Student Representative / Class of 2021	2	Respiratory Care
First Name	Last Name	Company Affiliation	Term	Advisory Group
Katherine	Perez	Student Representative/Class of 2021	2	Medical Office Assistant
First Name	Last Name	Company Affiliation	Term	Advisory Group
Jacqueline	Dattoli Gardocki	The Valley Hospital	1	Surgical Technology
Lakiesha	Hamrick	Student Representative/Class of 2021	1	Surgical Technology
First Name	Last Name	Company Affiliation	Term	Advisory Group
Kirstsi	Reynolds	Student Representative/Class of 2022		Diagnostic Medical Sonography
First Name	Last Name	Company Affiliation	Term	Advisory Group
Lafe	Bush	St. Joseph's Medical Center	3	Paramedic Science
Michael	Geisler	Englewood Hospital & Medical Center	3	Paramedic Science
Ana	Bueno	Student Representative/Class of 2021	1	Paramedic Science
First Name	Last Name	Company Affiliation	Term	Advisory Group
Michael	Epstein	Gold's Gym	3	Wellness & Exercise Science
First Name	Last Name	Company Affiliation	Term	Advisory Group
Scott	Cooper	Holy Name Medical Center	3	Nursing
Frances	Paulison	St Joseph's Medical Center	3	Nursing
First Name	Last Name	Company Affiliation	Term	Advisory Group
Kim	Sung	Student Representative/Class of 2021	1	Radiation Therapy
First Name	Last Name	Company Affiliation	Term	Advisory Group
Clare	Kennedy	Bergen County Academies & Technical Schools	3	Horticulture



**BOARD OF TRUSTEES ACTION E/SA2**  
**Approval Date: December 1, 2020**

**Resolution**

To authorize the submission of a grant proposal in the amount of \$80,274 to the New Jersey Council of County Colleges and the State of New Jersey Office of the Secretary of Higher Education, and to authorize Interim President Anthony Ross, or his designee, to execute required documents.

**Submitted By**

Dr. Anthony Ross, Interim President  
Dr. Brock Fischer, Vice President of Academic Affairs  
Ms. Jennifer Migliorino-Reyes – Dean of Student Support Services  
Dr. William J. Yakowicz, Director of Grants Administration

**Action Requested**

Authorize submission of a *College Readiness Now VII* grant proposal in the amount of \$80,274 to the New Jersey Council of County Colleges and the State of New Jersey Office of the Secretary of Higher Education.

**Justification**

The New Jersey Council of County Colleges is continuing its partnership between the State of New Jersey Office of the Secretary of Higher Education and New Jersey's 18 community colleges to increase college readiness of high school students prior to graduation. This year's funds for the *College Readiness Now VII* (CRN VII) support programs that assist students in becoming college ready in English and/or math, and perhaps with earning college credits.

The Bergen Community College CRN VII program builds on success of its Summer Bridge approach to helping thirty-five (35) or more high school juniors and seniors develop the English and/or math skills as well as study skills needed to succeed in college. The project targets students living below the poverty level.

No additional funding from the College is required.



**BOARD OF TRUSTEES ACTION I-1**  
**Approval Date: December 1, 2020**

**Resolution**

To adopt a policy regarding public comment at remote public meetings.

**Submitted By:**

Dr. Anthony Ross, Interim President

Mrs. Dorothy Blakeslee, Chairwoman, Board of Trustees

**Action Requested**

Approve adoption of the attached policy entitled "Bergen Community College Policy Regarding Public Comment at Remote Public Meetings in Accordance with N.J.A.C. 5:39-1 et seq."

**Justification**

The College is adopting the attached Policy in accordance with Emergency Remote Meeting Regulations, N.J.A.C. 5:39-1, governing public comment at remote public meetings.

**BERGEN COMMUNITY COLLEGE POLICY REGARDING PUBLIC COMMENT AT  
REMOTE PUBLIC MEETINGS IN ACCORDANCE WITH N.J.A.C. 5:39-1 ET SEQ.**

**WHEREAS**, Bergen Community College (the "College") constitutes a public body pursuant to the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 to -20, and, as such, is required to provide adequate notice of its meetings and activities in the manner provided in N.J.S.A. 10:4-8(d); and

**WHEREAS**, the Legislature authorized the Director of the Division of Local Government Services, pursuant to P.L. 2020, c.34, to promulgate regulations establishing standard protocols for remote public meetings held by a local public body during a Governor-declared emergency such as the Covid-19 pandemic or otherwise; and

**WHEREAS**, the Director of the Division of Local Government Services promulgated emergency regulations codified as N.J.A.C. 5:39-1.1 through 1.7 in accordance with P.L. 2020, c.34; and

**WHEREAS**, the College is a local public body subject to the emergency regulations; and

**WHEREAS**, the emergency regulations require that the College adopt by resolution a standard policy regarding procedures and requirements for public comment during a remote public meeting as well as for public comments submitted in writing ahead of the remote public meeting,

**ACCORDINGLY**, the following policy, procedures and requirements shall apply to public participation and comment at all public meetings of the College Board of Trustees (the "Board") that are held remotely as the result of a declared emergency in accordance with N.J.A.C. 5:39-1 et seq.

1. Public comment shall be allowed at a remote public meeting, by audio, or by audio and video (if the meeting is held with audio and video).
2. The public shall be advised at the beginning of a remote public meeting that the meeting is being recorded.
3. The Board may require members of the public to state, prior to providing public comment, whether they wish to speak and to identify themselves prior to speaking.



4. In advance of a remote public meeting, the College shall allow public comments to be submitted to the Board Secretary by email and in written letter form by a reasonable deadline set forth in the meeting notice. Such comments shall be read aloud and addressed during the remote meeting in a manner audible to all meeting participants and the public. If time limits are imposed on public comments made during the meeting, the same time limit may be placed on the reading of written comments; in which case, comments must be read from the beginning until the time limit is reached. Duplicate comments may be skipped but noted for the record with the content summarized. However, all duplicative comments shall be treated the same, i.e., certain duplicative comments cannot be summarized while others are read in their entirety.
5. The College has the discretion to accept text-based public comment received during a remote public hearing held through an electronic communications platform or Internet-accessible technology.
6. Capacity in a remote public meeting “room” will be consistent with the reasonable expectation of the College for public meetings of the type being held, but not fewer than 50 participants.
7. The College shall facilitate a dialogue with the commenter to the extent permitted by the electronic communications technology.
8. If a member of the public becomes disruptive during a remote public meeting, including during any period for public comment, the Chair of the meeting shall mute or continue muting, or direct appropriate staff to mute or continue muting, the disruptive member of the public and warn that continued disruption may result in their being prevented from speaking during the remote public meeting or removed from the remote public meeting. Disruptive conduct includes sustained inappropriate behaviors such as, but not necessarily limited to, shouting, interruption, and use of profanity.

9. A member of the public who continues to act in a disruptive manner after receiving an initial warning may be muted while other members of the public are allowed to proceed with their questions or comments. If time permits, the disruptive individual shall be allowed to speak after all other members of the public have been given the opportunity to make comment. Should the person remain disruptive, the individual may be muted or kept on mute for the remainder of the remote public meeting or removed from the remote public meeting.
10. Regulation of conduct by members of the public on a remote public meeting shall be consistent with law and practices followed if a member of the public disrupts an in-person meeting.



**BOARD OF TRUSTEES ACTION I-2**  
**Approval Date: December 1, 2020**

**Resolution**

Approving an employment contract with Eric M. Friedman, Ph.D., as President of Bergen Community College, for a three-year term.

**Submitted By**

Mrs. Dorothy Blakeslee, Chairperson, Board of Trustees

**Action Requested**

To approve an employment contract with Eric M. Friedman, as President of Bergen Community College, commencing January 1, 2021 and ending on December 31, 2023.

<b><u>Name</u></b>	<b><u>Position</u></b>	<b><u>Yearly Salary</u></b>	<b><u>Effective Date</u></b>
Dr. Eric M. Friedman	President	\$235,000	01/01/21-12/31/23

**Justification**

Pursuant to N.J.S.A. 18A:64A-12, the Board of Trustees of Bergen Community College desires to fix the compensation and term of office of Eric M. Friedman, Ph.D., as President of the College, pursuant to an employment contract commencing January 1, 2021 and terminating on December 31, 2023. The President's contract is attached to this resolution.

## AGREEMENT TO EMPLOY COLLEGE PRESIDENT

THIS AGREEMENT TO EMPLOY COLLEGE PRESIDENT ("Agreement"), is made this November 17, 2020 between ERIC M. FRIEDMAN (hereinafter referred to as "Dr. Friedman"), currently residing at \_\_\_\_\_ and the BOARD OF TRUSTEES OF BERGEN COMMUNITY COLLEGE, with offices at Bergen Community College, 400 Paramus Road, Paramus, New Jersey 07652 (hereinafter referred to as the "Board");

WHEREAS, the Board, pursuant to N.J.S.A. 18A:64A-12 (e), is empowered to appoint and fix the term of office of the President of Bergen Community College (hereinafter referred to as the "College") who shall be the Executive Officer of the College and shall be an ex officio member of the Board; and

WHEREAS, the College desires to employ Dr. Friedman as its President, and Dr. Friedman is willing to accept such employment and perform the duties and responsibilities of such office; and

WHEREAS, the Board and Dr. Friedman have negotiated an agreement relating to the terms and conditions of his employment as President of the College and desire to reduce such agreement to writing;

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements herein contained; it is agreed by and between the parties as follows:

1. The Board does hereby employ Dr. Friedman to serve as President of the College, and Dr. Friedman does hereby accept such employment for a term of three (3) years, commencing on January 1, 2021 and ending December 31, 2023, subject to the terms and provisions hereinafter set forth and pursuant to all applicable laws. If the Board is desirous of continuing the employment of Dr. Friedman beyond the termination date hereof, the Board and Dr. Friedman shall enter into negotiations for a renewed agreement.

2. As President:

A. Dr. Friedman shall serve as the chief administrative and educational officer of the College, and shall assume and perform all of the duties and responsibilities of such position and exercise all of the powers conferred upon the President of a community college in the State of New Jersey by law and by administrative rules and policies adopted by the State of New Jersey, its

  
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administrative agencies, the Board and such other agencies having jurisdiction over such position.

B. Dr. Friedman shall use his best efforts to promote the interests and objectives of the College through his active membership and participation in local, county, state and national professional, charitable, community and civic organizations. Dr. Friedman shall submit to the Chairperson of the Board a list of all organizations he intends to join. Such list may be supplemented from time-to-time. The Chairperson of the Board shall advise Dr. Friedman as to those organizations which are acceptable to the College and for which Dr. Friedman will be reimbursed to the extent permitted by law for all reasonable dues and other expenses associated with his membership in such organizations. With prior written approval by the Chairperson of the Board of Trustees, the College shall reimburse Dr. Friedman for expenses associated with the approved organizations, including travel, lodging, and meals when attending conferences.

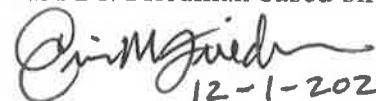
C. Dr. Friedman shall devote his full-time attention and energies to the performance of his duties. He shall not, directly or indirectly, be engaged in, affiliated or connected with, any other employment whatsoever during the term of this Agreement, except upon the prior written consent and approval of the Board, which consent, and approval may be withheld by the Board in its sole and absolute discretion. Any such approval must be in writing and memorialized by resolution of the Board.

D. Dr. Friedman shall serve and perform such other duties and responsibilities as may be assigned to him from time to time by the Board.

3. In order to avoid any conflict of interest, Dr. Friedman shall submit to the Board a list showing the names and addresses of any of his relatives having any relationship whatsoever with the College, either directly or indirectly. Relatives shall be deemed to mean spouse, parent, child, brother, sister, grandchild, aunt, uncle, cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law. If at any time during the year the list changes, Dr. Friedman shall immediately notify the Board in writing through its Chairperson. The annual salary for such employment shall be as follows:

A. Dr. Friedman shall receive a total salary in the sum of \$235,000 annually.

B. Commencing January 2022, Dr. Friedman shall be entitled to a 2% yearly increase. He shall also be compensated with an additional, up to amount of 2%, as a merit increase based on his performance and a yearly evaluation conducted by the Board of Trustees. The Board of Trustees has the sole discretion as to what amount within the 2% to award Dr. Friedman based on

  
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his performance and the evaluation conducted by the Board of Trustees (the amount can range from zero to the full 2%).

4. In addition, Dr. Friedman shall be entitled to the following:

(i) Use of the College vehicle. Said automobile shall be owned by the College and the insurance for same paid by the College. The vehicle shall be used only for College business. Dr. Friedman shall be reimbursed for gasoline used for the College vehicle through the submission of receipts at the end of each month.

(ii) Use of a laptop, cell phone and printer shall be provided, along with the monthly cellular service at no cost to Dr. Friedman. The laptop, cell phone and printer shall be replaced as needed in order to keep pace with current technology.

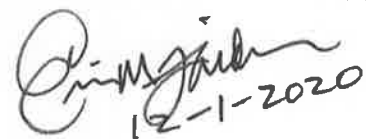
(iii) Enrollment in the pension program with a contribution by the College of a max of 12% shall be provided to Dr. Friedman as a retirement contribution. After twenty-four (24) months of Dr. Friedman's contract, the College agrees to review with Dr. Friedman the potential for annuity contributions. The annuity contributions shall be at the sole discretion of the Board of Trustees.

(iv) The College is committed to ensuring a smooth transition between Dr. Friedman's current health benefits at Hudson Community College, with no loss of coverage between the transition. The cost will also be equalized between the two health coverages to ensure that the cost is the same to Dr. Friedman.

(v) Twenty-three (23) vacation days each year and those holidays when the College is closed. Dr. Friedman shall receive all twenty-three (23) vacation days upon the signing of this Agreement. However, Dr. Friedman shall not be entitled to use more than twelve (12) consecutive vacation days without the express written approval of the Board Chair prior to use.

(vi) Sick time of sixteen (16) days for each 12-month period of employment, which sick days are to be used for absences caused by illness or physical disability. After age 58 and 10 years of continuous employment or after 15 years of continuous employment at the College, Dr. Friedman shall receive, upon retirement, one half (1/2) of unused, accumulated sick leave at the daily rate, based upon Dr. Friedman's salary at the time of retirement, subject to the maximum of \$15,000.00,

(vii) Bereavement leave shall be four (4) days for an immediate family member and one (1) day for all other family members.



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(viii) A housing allowance of \$2,500.00 per month shall be payable monthly on the first (1st) day of each month.

(ix) Upon submission of receipts, a one-time reimbursement of reasonable relocation expenses associated with moving to Bergen County, not to exceed \$15,000.00.

(x) Any IRS or State Tax obligations regarding the above shall remain Dr Friedman's sole responsibility.

5. The Board shall continually review Dr. Friedman's performance.

6. During the term of this Agreement, the Board may suspend or dismiss Dr. Friedman "For Cause" as hereinafter defined. Except as provided below in this Section, any suspension For Cause by the Board may be with or without pay and under such terms and conditions as the Board may determine. Any termination For Cause shall terminate this Agreement and all benefits hereunder from and after the effective date thereof. In the event the Board determines to suspend or terminate Dr. Friedman For Cause, it must serve written notice of such suspension or termination on Dr. Friedman setting forth in reasonable detail the specific reasons for such suspension or termination. The suspension or termination shall not take effect until Dr. Friedman, together with his counsel, have been heard by the Board. "For Cause" as used in this Agreement shall mean the following:

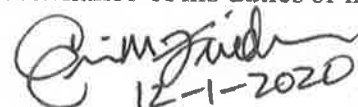
a) The conviction of a felony;

b) Willful engaging by Dr. Friedman in any criminal misconduct for which he is convicted; if Dr. Friedman is simply accused or charged, then he may only be suspended with pay during the pendency of the criminal action or the Board may terminate Dr. Friedman's employment without cause under the provisions of Section 8;

c) The continued failure by Dr. Friedman to perform his duties under this Agreement, after he has received notice from the Board in writing identifying the manner in which the Board believes Dr. Friedman has failed to perform in accordance with the Agreement, and five (5) days have passed after such demand is made, and the failure to perform has not been rectified to the satisfaction of the Board, if the failure cannot be rectified in five (5) days, it must be rectified within no longer than thirty (30) days; and

d) The failure to act in accordance with the standards of a President of a Community College, as follows:

i. Recklessness or criminal fraud in the performance of his duties or in

  
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- the care or use of College property;
- ii. Falsifying documents or information in the course of his duties;
  - iii. Embezzlement, theft or bribery;
  - iv. Abandonment of position;
  - v. Chronic drinking, ingestion or possession of intoxicating or illegal substances;
  - vi. Reporting for his duties in an impaired condition due to drinking, ingestion or possession of intoxicating or illegal substances;
  - vii. Disclosure of confidential information protected from disclosure by state or federal law.

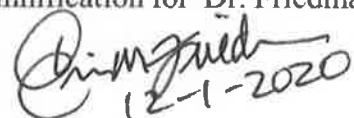
7. Dr. Friedman's employment may be terminated without cause at any time upon written thirty (30) days' notice to Dr. Friedman. From the date set forth in the notice, Dr. Friedman shall no longer act as President of Bergen Community College, but if Dr. Friedman is relieved of his duties as President under this Section, he shall be paid a severance payment equal to twelve (12) months of his then salary. Any termination without cause shall end Dr. Friedman's Agreement as of the date in the termination notice and he shall have no further rights under this Agreement. The foregoing provisions in this Section relate to termination without cause.

Notwithstanding any of the foregoing provisions in this Section, Dr. Friedman must notify the College at least eight (8) months prior to the expiration of this Agreement whether he intends to continue with the College as President. If such notice occurs, the Board shall give notice within thirty (30) days whether it intends to continue with Dr. Friedman as President of the College, and if so, shall determine whether the College intends to extend this agreement.

The foregoing right to terminate without cause shall in no way modify or diminish the right of the Board to terminate Dr. Friedman For Cause pursuant to Section 7 hereof.

8. Any notice applicable under this Agreement must be in writing. All such notices shall be effective upon mailing and shall be mailed certified mail, return receipt requested, to the Board or Dr. Friedman at the mailing address shown on page 1 of this Agreement or such other address as may hereafter be designated by written notice given by either party to the other. Notices sent to the Board shall be addressed to the attention of the Chairperson of the Board.

9. Indemnification Clause. Subject to the College's existing policies and procedures, the College, or its insurance carrier(s) shall provide defense and indemnification for Dr. Friedman

  
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against any and all claims brought against him in his capacity as College President. The College, or its insurance carrier(s), will pay the cost to defend any and all claims brought against Dr. Friedman in his capacity as College President. Provided however, the College shall not be responsible for any costs of defense or indemnity whatsoever, if it is deemed that Dr. Friedman acted outside the scope of his authority as President of the College. Dr. Friedman agrees to cooperate fully in the defense of any claims brought against him in his capacity as College President and, further, to fully adhere to the terms and conditions of the College's then existing insurance policies in this regard.

10. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of New Jersey. Any suits brought under this Agreement shall be commenced in the Superior Court of the State of New Jersey with venue lying in Bergen County. Both parties do hereby submit to the jurisdiction of the Superior Court of the State of New Jersey with venue in Bergen County. If any provision of this Agreement is held invalid by any law, rule, order or regulation of any government or by final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

11. This Agreement constitutes the entire agreement as to the subject matter thereof and supersedes any and all prior and contemporaneous oral and written understandings and agreements concerning the subject matter hereof. This Agreement may be amended only by written agreement signed by the Board and Dr. Friedman provided, however, that any such amendment by the Board shall only be effective upon the passage of the appropriate resolution of the Board.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

ATTEST:

Maria V. Luara 12/3/2020

Board of Trustees of  
Bergen Community College

Dorothy L. Blakeslee 12/3/2020  
Dorothy Blakeslee, Chairperson

WITNESS:

Maria V. Luara 12/3/2020

Eric Friedman 12/1/2020  
Dr. Eric Friedman

## BOARD OF TRUSTEES ACTION P1A

Approval Date: December 1, 2020

### Resolution

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 appoint 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 January 1, 2021 – June 30, 2021.

<b><u>ACADEMIC CHAIRS</u></b>		<b><u>Annual Stipend</u></b> <b>(Pro-rated)</b>	<b><u>Annual Release Time</u></b> <b>(Pro-rated)</b>
<b><u>Name</u></b>	<b><u>Departments//Division</u></b>		
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
Danielle Coppola-Oliveri	Wellness and Exercise Science//Health Professions	\$3,000.00	11 credit hours
Michael Echols	Communications	\$3,000.00	11 credit hours
Randolph Forsstrom [Dr.]	Mathematics//Mathematics, Science and Technology	\$6,400.00	23 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	Computer Science, Engineering and Information 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 [Dr.]	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
Tomira Rozar [Dr.]	Dental Hygiene//Health Professions	\$3,000.00	11 credit hours
Francis Schmidt*	Visual and Performing Arts/ Business, Arts and Social Sciences	\$3,000.00	10 credit hours
Daniel Sheehan*	Visual and Performing Arts/ Business, Arts and Social Sciences	\$3,000.00	10 credit hours

\*Co-Chairs per agreement with BCCFA.

**PROGRAM COORDINATORS/DIRECTORS**

<b><u>Name</u></b>	<b><u>Department/Division</u></b>	<b><u>Annual Release Time</u></b>
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
Amy Diaz	Radiation Therapy Technology//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 [Dr.]	Radiography//Health Science/Health Professions	10 credit hours
Joanne Piccininni	Paramedic Science//Health Professions	10 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

**PROGRAM LIAISON**

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

**Justification**

To appoint the Academic Department Chairs, Program Coordinators/Directors and Program Liaison as a result of the elections held during the Fall 2020 semester 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 P1B**  
**Approval Date: December 1, 2020**

**Resolution**

Appointment: Grant Funded Staff

**Submitted By**

Dr. Anthony Ross, Interim President

Dr. Brock Fisher, Vice President, Academic Affairs

Mr. Adam Goodell, Dean of Humanities and Interim Dean of Business, Arts and Social Sciences

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

**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>
Darlene Tomlinson	Group Teacher/Child Development Center/ Business, Arts, and Social Sciences/ Academic Affairs	\$40,000.00 (pro-rated)	12/07/20

**Justification**

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

Charge to: CCAMPIS Grant

Account Number: 50-03-594400-601120



## **BOARD OF TRUSTEES BOARD ACTION P1C**

**Approval Date: December 1, 2020**

### **Resolution**

Appointment: Grant Funded Staff

### **Submitted By**

Dr. Anthony Ross, Interim President

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

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

### **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>
John Jantzen	Business Liaison – Northern Region (New Jersey Healthworks Grant)/ Continuing Education and Workforce Development	\$68,500.00 (pro-rated)	12/14/20

### **Justification**

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

Charge to: NJ Healthworks Grant

Account Number: 50-03-594100-601110



**BOARD OF TRUSTEES ACTION P1D**  
**Approval Date: December 1, 2020**

**Resolution**

Approve Position/Titles and job descriptions (Confidential Staff)

**Submitted By**

Dr. Anthony Ross, Interim President

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

**Action Requested**

To approve the following positions, titles and job descriptions:

- Success Coordinator
- Supervisor of Vocational Development and Career Placement

**Justification**

With the expiration of the TPSID grant, these positions are being created in order to continue the Turning Point program. These positions are at-will.

# **BERGEN COMMUNITY COLLEGE**

## **JOB DESCRIPTION**

**TITLE:** Supervisor, Vocational Development and Career Placement

**DEPARTMENT:** Turning Point Program/Student Affairs

**FUNCTION:** The Supervisor, Vocational Development and Career Placement is responsible for coordinating all career-based initiatives and vocational activities for the Turning Point Program, focusing on the transition and employment of young adults with disabilities. This includes the development and management of career programming and curriculum in collaboration with the program's Academic Coordinator, long term business and community partnerships, student internship placements, career placement opportunities, development and implementation of workforce training programs, coordination and oversight of employment support staff and the management of a comprehensive system to track student's progress towards competitive integrated employment and outcomes.

**REPORTS TO:** Managing Director, Office of Specialized Services

**SUPERVISES:** Success Coordinator, P/T Job Coaching Staff

**MAJOR RESPONSIBILITIES:**

Responsibilities include but are not limited to:

- Develop and maintain an infrastructure of employment, job placement and support services to prepare students with skills necessary for career readiness, internship and employment placement with regional business partners.
  - Provide supervision and oversight for the Turning Point Program Success Coordinator and P/T Job Coaches
  - Develop and manage vocational programming, internal and external internships, individualized training plans, job coaching and confidential reporting systems that capture and report data to stakeholders.
  - Promote positive collaboration and support between departments within the college including the Career Center and Division of Continuing Education, as well as business leaders and community stakeholders to increase the frequency of successful employment outcomes for students with disabilities.
  - Develop and maintain long term partnerships with corporate and public sector partners to increase the diversity of career training and employment options for students with intellectual and developmental disabilities by meeting with clients and prospects, internet research, proposals, marketing campaigns and general networking activities.
  - Develop partnerships with local school districts to provide information on transition and career programming options, and best practices in accessing postsecondary education and workforce training for students with disabilities.
  - Participate in College, grant and community projects related to increasing and improving employment outcomes for individuals with disabilities.
-



- Provide consultation for students working with the Career Center, Division of Continuing Education and Office of Specialized Services related to accommodations and employment opportunities for job seekers with disabilities.
- Promote program success within the community in collaboration with the College's Public Relations team to maintain enrollment and to retain and grow business partnerships and funding sources for programming including connections to agencies like DVRS (Department of Labor), DDD, Talent Networks and the US Department of Education.

#### **ORGANIZATIONAL RELATIONSHIPS:**

Managing Director, Office of Specialized Services, Manager Vocational

**PERFORMANCE STANDARDS:** Performance in this position is considered satisfactory when: (1) mutually agreed upon objectives have been attained within a specified time frame, (2) responsibilities of the position have been carried out at a level consistent with performance requirements, (3) effective cooperative relationships exist across the College, and (4) confidential aspects of the position are maintained.

#### **QUALIFICATIONS:**

**Education:** Bachelor's Degree in Education, or related Human Services field

**Knowledge, Skills and Abilities:** Strong interpersonal as well as technical skills and must be detail oriented. Exhibits strong skills in leadership, managing, communication, customer and student focus, building relationships, organizing and planning. Proficiency using information technology to track and measure progress and knowledgeable on various databases and customer relationship management software. Experience with consultative sales including the sourcing of any required funding and building relationships. Ability to be creative and innovative with problem solving solutions.

Demonstrates understanding of the community college mission and practices an open door policy. Must have demonstrative ability to employ a balanced and positive approach to all work activities and work collaboratively across various constituencies of the college and with vendors and external constituencies. Familiar with cloud based computing and collaborative platforms and software.

**Experience:** A minimum of 5 years of experience in supported employment including job development, job customization, job placement and job coaching. CESP or trained Employment Specialist preferred.

A minimum of 3-5 year of experience working with young adults with intellectual and developmental disabilities required. Prior experience working within a post-secondary setting preferred.

Experience collaborating across departments within an institution and community and government agencies.

Proven track record of establishing business partnerships and connections with community organizations with business acumen and knowledge of current labor market demands and compensation rates in relevant industry clusters.



Excellent customer service and communication skills.

Ability to work in a team environment, be a strategic thinker and self-starter, and present before large and small audiences.

*Bergen Community College is an equal opportunity employer and does not discriminate on the basis of race, color, religion, national origin or ancestry, gender, age, disabling condition, marital status, affectional or sexual orientation, gender identity and expression, veterans status or other non-job related criteria. Equal employment opportunity includes, but is not limited to, recruitment, hiring, retention, tenure, promotion, transfer, compensation, fringe benefits and other terms and conditions of employment in accordance with state laws and regulations.*

Submitted by:

Name/Title

Date:

Approved by:

Name/Title

Date:

Reviewed by:

Human Resources

Date:

**THE COLLEGE RESERVES THE RIGHT TO MODIFY JOB DESCRIPTIONS AT ANY TIME WITH OR WITHOUT NOTICE**

# BERGEN COMMUNITY COLLEGE

## JOB DESCRIPTION

**TITLE:** Success Coordinator

**DEPARTMENT:** Turning Point Program/Student Affairs

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### **FUNCTION:**

This position is responsible for the ongoing development, coordination and oversight of first year internships, and mentoring activities for young adults with intellectual disabilities participating in the Turning Point Program.

**REPORTS TO:** Supervisor, Vocational Development and Career Placement

**SUPERVISES:** P/T Staff and student mentors

### **MAJOR RESPONSIBILITIES:**

Responsibilities include but are not limited to:

1. Establish and maintain a confidential management system for peer mentors and Turning Point student internship placements and activities.
2. Build and maintain positive and proactive relationships with key program staff, College and community stakeholders.
3. Develop and foster ongoing relationships with potential on-campus employers.
4. Demonstrate knowledge and competence by evidence of documented training and or work experience in the following areas: disability awareness, barriers and issues that prevent individuals with disabilities from entering and succeeding in the workforce, strategies necessary for achieving work readiness skills leading to successful employment outcomes.
5. Confer, obtain and document feedback regarding student's semester based internship experiences.
6. Develop and maintain pipelines of prospective student mentors for Turning Point students.
7. Provide supervision and ongoing training to program mentors
8. Participate in staff meetings, in-service trainings, staff development meetings and meetings as needed with community partners
9. Interact with and act as a liaison to DVRS and other state and local agencies as needed to support student's goals towards independence and employment.
10. Prepare and track all career and mentoring based activities and outcomes.
11. Develop and lead virtual and face-to-face activities for Turning Point students to support social engagement
12. Document program sponsored events and student survey feedback.
13. Create flyers, videos and oversee program social media accounts.
14. Performs additional tasks or duties as assigned by the Managing Director, Office of Specialized Services or other management.

### **ORGANIZATIONAL RELATIONSHIPS:**

Managing Director, Office of Specialized Services, Manager Vocational

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**PERFORMANCE STANDARDS:** Performance in this position is considered satisfactory when: (1) mutually agreed upon objectives have been attained within a specified time frame, (2) responsibilities of the position have been carried out at a level consistent with performance requirements, (3) effective cooperative relationships exist across the College, and (4) confidential aspects of the position are maintained.

**QUALIFICATIONS:**

**Education:** Minimum of a Bachelor's Degree in Special Education, Human Services, Vocational Rehabilitation or related field, Master's Degree preferred.

**Knowledge, Skills and Abilities:** Demonstrates understanding of the community college mission and practices an open door policy. Working knowledge of coordinating services with multiple agencies, business and educational partners. Excellent written, communication, organizational, and interpersonal skills required. Has basic proficiency in the use of Microsoft Office Suite. Exhibits strong skills in leadership, managing people, building relationships and possess a creative and innovative approach to problem solving. Must have the ability to follow established protocols, have private transportation and the ability to work a varied schedule as needed. Demonstrates the ability to multi-task and work independently with limited supervision. Documented knowledge of state and federal laws and statutes relating to the rights of individuals with disabilities with specific attention to Section 504 of the Rehabilitation Act and the Americans with Disabilities Act as they relate to higher education and employment settings required.

**Experience:** A Minimum of 3 years of experience working with young adults with intellectual disabilities required, previous job coaching experience supporting adults with intellectual disabilities in employment settings preferred.

*Bergen Community College is an equal opportunity employer and does not discriminate on the basis of race, color, religion, national origin or ancestry, gender, age, disabling condition, marital status, affectional or sexual orientation, gender identity and expression, veterans status or other non-job related criteria. Equal employment opportunity includes, but is not limited to, recruitment, hiring, retention, tenure, promotion, transfer, compensation, fringe benefits and other terms and conditions of employment in accordance with state laws and regulations.*

Submitted by:

Name/Title

Date:

11/12/2020

Approved by:

Name/Title

Date:

11/17/20

Reviewed by:

Human Resources

Date:

11/18/2020

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**BOARD OF TRUSTEES P1E**  
**Approval Date: December 1, 2020**

**Resolution**

Appointment: 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 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>
Christopher Maccarrone	System Administrator I/ Information Technology	\$61,409.00 (pro-rated)	12/01/20

**Justification**

As technology has changed at the college, there is no longer the need for a dedicated SQL Sharepoint Administrator. This individual has assumed the additional responsibilities more closely aligned with that of a Systems Administrator and therefore being appointed to the System Administrator I position. These responsibilities include administration of college's disaster recovery, email communications, and application authentication systems.

Charge to: College Operating Funds

Account Number: 10-01-165200-601110



**BOARD OF TRUSTEES ACTION P1F**  
**Approval Date: December 1, 2020**

**Resolution**

End Interim Assignment and Stipend

**Submitted By**

Dr. Anthony Ross, Interim President

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

**Action Requested**

To stop the monthly stipend and interim assignment for the following individual as indicated:

<u>Name</u>	<u>Position/Division</u>	<u>Monthly Amount</u>	<u>Effective Date</u>
Ralph Choonoo	Interim Dean of Student Affairs	\$750.00	12/31/20

**Justification**

To end the monthly stipend and assignment as Interim Dean of Student Affairs.

Charge to: College Operating Funds

Account Number: 60-09-950000-60110



**BOARD OF TRUSTEES ACTION P1G**  
**Approval Date: December 1, 2020**

**Resolution**

Approve Interim Assignment and Stipend

**Submitted By**

Dr. Anthony Ross, Interim President

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

**Action Requested**

To approve the interim appointment of the following individual to the position along with the monthly stipend as indicated:

<u>Name</u>	<u>Position/Division</u>	<u>Monthly Amount</u>	<u>Effective Date</u>
Ralph Choonoo	Interim Vice President of Student Affairs	\$1,000.00	01/01/21

**Justification**

To fill a leadership position in Student Affairs and provide a stipend for additional interim responsibilities within Student Affairs. This position will report to the President until the successful completion of the search for the Vice President of Student Affairs.

Charge To: College Operating Funds  
Account Number: 60-09-950000-60110



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**BOARD OF TRUSTEES ACTION P2A**  
**Approval Date: December 1, 2020**

**Resolution**

Retirement: Faculty

**Submitted By**

Dr. Anthony Ross, Interim President

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/Rank/Department/Division</u>	<u>Effective Date</u>
Win Win Kyi	Professor/Counseling Center/ Student Affairs	11/01/20 (retroactive)

**Justification**

Retirement





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**BOARD OF TRUSTEES ACTION P2B**  
**Approval Date: December 1, 2020**

**Resolution**

Retirement: Support Staff

**Submitted By**

Dr. Anthony Ross, Interim President

Mr. William Corcoran, Vice President of 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/Rank/Department/Division</u>	<u>Effective Date</u>
Nery Castillo	Maintenance Mechanic/Buildings and Grounds	01/01/21

**Justification**

Retirement



**BOARD OF TRUSTEES ACTION P2C**  
**Approval Date: December 1, 2020**

**Resolution**

Retirement: Executive

**Submitted By**

Dr. Anthony Ross, Interim President

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 Corcoran	Vice President, Facilities Planning, Operations and Public Safety	01/01/21

**Justification**

Retirement



**BOARD OF TRUSTEES ACTION P3**  
**Approval Date: December 1, 2020**

**Resolution**

Termination: Grant

**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 termination of the following individuals:

<u>Name</u>	<u>Position/Division</u>	<u>Effective Date</u>
Randy Dodd	Mentoring Coordinator (TPSID 2)	12/31/20
Erin Meccia	Professional Success Coach (TPSID 2)	12/31/20
Colleen Tedesco	Success Coach (TPSID 2)	12/31/20

**Justification**

To terminate these individuals in the grant-funded positions due to the expiration of the TPSID 2 grant.



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**BOARD OF TRUSTEES ACTION P4A**  
**Approval Date: December 1, 2020**

**Resolution**

Rescind Retirement: Confidential 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 rescind the retirement of the following individual (Board of Trustees Action P4C, November 4, 2020):

<u>Name</u>	<u>Position/Department/Division</u>	<u>Effective Date</u>
Christopher Talmo	Director of Custodial Services/Buildings and Grounds	Rescind P4C, 11/4/20

**Justification**

Rescind Retirement



**BOARD OF TRUSTEES ACTION P4B**  
**Approval Date: December 1, 2020**

**Resolution**

Approve Position/Title and job description (Confidential Staff)

**Submitted By**

Dr. Anthony Ross, Interim President

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

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

**Action Requested**

To approve the following position, title and job description:

- Managing Director, Custodial Operations

**Justification**

With the retirement of Bill Corcoran, Vice President of Facilities, Planning, Operations and Public Safety, this position reflects the changing scope and level of responsibilities required of this individual. This includes an increased level and new set of expectations in such areas as: budgeting, maintenance, scheduling, sanitization, moving of areas, purchasing and stocking of PPE, representing the college to various public entities, facility planning, and innovative ways for cleaning in a Covid environment which will in turn lend a greater degree of support to the next Executive. This position is at-will.



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**BOARD OF TRUSTEES ACTION P4C**  
**Approval Date: December 1, 2020**

**Resolution**

Appointment – Confidential 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 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>
Christopher Talmo	Managing Director, Custodial Operations/Buildings and Grounds	\$92,690.00	01/01/21

**Justification**

This appointment reflects the changing scope and level of responsibilities required of this individual.

This position is at-will.



**BOARD OF TRUSTEES ACTION S/F 1**  
**Approval Date: December 1, 2020**

**Resolution**

Authorization to approve the attached list of Architects and Engineers that submitted the required documents for the 2021 Request for Qualifications for these professional services.

**Submitted By:**

Dr. Anthony Ross, Interim President

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

Mr. Wilton Thomas-Hooke, Managing Director, Finance

Ms. Barbara Golden, Director, Purchasing & Services

**Action Requested**

Approval of the attached list of Professional Architects and Engineers for 2021 that submitted all the required documents in response to a Request for Qualifications.

(SEE ATTACHED LIST)

**Justification**

New Jersey County College Contracts Law N.J.S.A. 18A:64A-25.5 (1) authorizes the award of professional contracts without public bidding. The Request for Qualifications for Architects and Engineers was advertised on the Bergen Community College website on October 15, 2020, in accordance with New Jersey P.L. 2004 Chapter 19 "Pay to Play" Law, and conforms to a "Fair and Open Process". Use of the listed consultants will be contingent on the approval of the Board of Trustees.

[illegible]





**BOARD OF TRUSTEES ACTION SF2**  
**APPROVAL DATE: DECEMBER 1, 2020**

**Resolution**

Authorizing an Amendment to Snow Plowing Services Contract with Downes Tree Service Co., Inc.

**Submitted by**

Dr. Anthony Ross, Interim President

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

**Action Requested**

Approving an Amendment to the Snow Plowing Services Contract awarded on November 7, 2018 to Downes Tree Service Co., Inc. for a 3-year period ending on April 30, 2021.

**Justification**

Due to the ongoing COVID-19 Pandemic, on-site College classes and operations are limited, and the County of Bergen (the "County") has requested use of the Paramus Campus commencing on December 1, 2020 as a COVID-19 testing and vaccination site. As a result of the County's intended use of the Paramus Campus, the County shall maintain the site, including providing snow plowing services. This Amendment clarifies that the County shall be primarily responsible for providing such services at Paramus, and that Downes may be called upon to provide assistance with such services, if and when called upon by the College to do so. Downes shall remain primarily responsible to provide on-call snow plowing services at the Hackensack and Lyndhurst Campuses as needed.

**AMENDMENT TO SNOW PLOWING SERVICES CONTRACT AWARDED  
TO DOWNES TREE SERVICE CO., INC. ON NOVEMBER 7, 2018**

**THIS AMENDMENT** (the "Amendment") is made and entered into as of the \_\_\_\_ day of December 2020, by and among **BERGEN COMMUNITY COLLEGE**, having administrative offices at 400 Paramus Road, Paramus, New Jersey 07652 (the "College"), and **DOWNES TREE SERVICE CO., INC.**, located at 66 Royal Avenue, Hawthorne, New Jersey 07506 (Downes). The College and Downes are collectively referred to herein as "Parties" and individually referred to herein as a "Party").

**WITNESSETH:**

**WHEREAS**, pursuant to Resolution A/F 8, the College awarded a contract for snow plowing services to Downes on November 7, 2018 for a three-year term, terminating on April 30, 2021, in accordance with Public Bid 2285 (the "Contract"); and

**WHEREAS**, pursuant to the Contract, Downes was required to be on-call to provide the snow plowing services, as described in the Contract (the "Services"), for the College's main campus at Paramus, as well as for its Hackensack Campus and Lyndhurst Campus; and

**WHEREAS**, due to the ongoing COVID-19 Pandemic, on-site College classes and operations are limited, and the County of Bergen (the "County") has requested use of the Paramus Campus commencing on December 1, 2020 as a site for COVID-19 testing and vaccination; and

**WHEREAS**, as a result of the County's intended use of the Paramus Campus, the College will require the County to maintain the site, including providing snow plowing services; and

**WHEREAS**, the College and Downes desire to clarify the nature and extent of Downes' obligations under the on-call Contract, in light of the foregoing,

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Downes understands and agrees that all Services at the Paramus Campus, as described in the Contract, shall be performed by the County, except as follows:
  - a. If deemed necessary by the College, Downes shall assist the County in performing snow plowing services at the Paramus Campus on an on-call basis only, as described in paragraph b, below.
  - b. To the extent that the College requires Downes to provide the Services, in whole or in part, to assist the County in performing snow plowing services at the Paramus Campus, the College shall attempt to provide Downes with 24-

hour notice, and Downes shall use its best efforts to provide the Services as and when requested.

2. Downes shall remain on-call to provide the Services at the Hackensack and Lyndhurst Campuses, in accordance with the Contract. However, notwithstanding anything to the contrary in the Contract, Downes shall commence Services at the Hackensack and Lyndhurst Campuses only when directed to do so by the College supervisor, regardless of depth of snow.

3. Downes shall not be required to, but may, at the sole discretion of the College, store snow removal equipment at the Paramus Campus that it deems necessary to perform the Services as modified by this Amendment.

4. Unless expressly modified by this Amendment, the remaining terms and conditions of the Contract remain in full force and effect. In the event of any inconsistency between the terms of this Amendment and the Contract, the terms of this Amendment shall control.

5. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have duly executed this Amendment as of the date and year first above written.

**DOWNES TREE SERVICE CO., INC.**

**BERGEN COMMUNITY COLLEGE**

By: \_\_\_\_\_



By: \_\_\_\_\_

Anthony Ross, Ed.D., President

Name: \_\_\_\_\_

Kevin Downes

Date: \_\_\_\_\_

Title: \_\_\_\_\_

President

Date: \_\_\_\_\_

12/1/20