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BOARD OF TRUSTEES
PUBLIC MEETING

Public Agenda

Virtual WebEx Meeting Event

Tuesday, July 6, 2021 – 5:00 p.m.

- I. Call to Order
- II. Open Public Meetings Act Statement
- III. Oath of Office – Administered by Ms. Judy Verrone, Esq.,
DeCotiis, FitzPatrick, Cole and Giblin, L.L.P.
 - ❖ Miss Crystal Yoo, Alumni Trustee
- IV. Roll Call
- V. Reports:
 - A. Vice Chairman
 - B. Secretary
 - C. Treasurer
 - D. President
 - E. Committees
 - 1. Audit, Finance and Legal Affairs
 - 2. Education and Student Affairs
 - 3. Personnel
 - 4. Site and Facilities
 - 5. Strategic Planning and Issues
 - F. Alumni Trustee
 - G. Chairwoman
- VI. Unfinished Business / Board Members
- VII. New Business / Board Members
- VIII. Open to the Public
- IX. Actions:
 - A. Approval of Board Minutes
 - B. Approval of Consent Agenda

Tuesday, June 1, 2021
Tuesday, July 6, 2021
- X. Executive Session, if required
- XI. (New Business / Open to the Public)
- XII. Adjournment



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CONSENT AGENDA

**Tuesday, July 6, 2021
Virtual WebEx Event
5:00 p.m.**

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

Approval of Board Minutes – Tuesday, June 1, 2021

AUDIT AND FINANCE (A/F)

1. Approval of Legal Vouchers – DeCotiis, FitzPatrick, Cole & Giblin, L.L.P.
2. To authorize the purchase of periodical titles and online subscription services that contain over 680 journals from EBSCO Industries, Inc. (doing business as: EBSCO Information Services) for the Sidney Silverman Library.
3. To authorize the purchase of print and e-books from Yankee Book Peddler, Inc. (doing business as: Gobi Library Solutions from EBSCO).
4. To authorize payment to Edge (formerly NJEdge, Inc.), fiduciary agent for The Virtual Academic Library Environment of New Jersey (VALE) Consortium, for the College Library's share of the cost of electronic periodical databases.
5. To renew the Library's annual subscription with Westchester Academic Library Directors Organization (WALDO) for full-text electronic databases.
6. To authorize the purchase of Dell Wyse 5470 All-in-One virtual desktop infrastructure computers from SHI International Corp. to replace desktop computers that are at the end of their useful life.
7. Authorization to award Public Bid P-2341 for snow plowing services to Downes Tree Service Co., Inc. for the Paramus campus and Hackensack and Lyndhurst locations.
8. To authorize the purchase of Apple Inc. products through the Educational Services Commission of New Jersey (ESCNJ) cooperative.
9. To award RFP # R-091 to Looney Advertising & Branding for the provision of media buying services.
10. To authorize the purchase of 47 Dell Precision 5820 computers and 47 Dell 27" LED monitors from SHI International Corporation to replace the units in the Computer Aided Drafting (CAD) labs that are now at the end of their useful life.
11. To adopt the Fiscal Year 2022 Revenue/Expense Budget.

EDUCATION AND STUDENT AFFAIRS (E/SA)

1. Authorize the execution of a subcontract agreement with Kaizen Technologies, Inc., as a new member of the New Jersey Health Professions Consortium (NJHPC) to conduct work under the ***Scaling Apprenticeship Through Sector Based Strategies*** grant awarded to Bergen Community College by the U.S. Department of Labor, Employment and Training Administration (Grant Award # **HG-33026-19-60-A-34**, "HealthWorks"), and to authorize President Eric M. Friedman, or his designee, to execute required documents.

Consent Agenda
Tuesday, July 6, 2021
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2. To accept a grant to continue in a consortium partnership with the Board of Education of the Bergen County Technical Schools District (Lead Agency) and Greater Bergen Community Action for the FY 2022, 2023, 2024, 2025 Bergen County Consolidated Adult Basic Education and Integrated English Literacy and Civics Education (ABE & IELCE) Grant Program funded through the New Jersey Department of Labor and Workforce Development, and to authorize President Eric M. Friedman, Ph.D., or his designee, to execute required documents.
3. To authorize a pilot of the Follett ACCESS program with Follett Corporation to reduce the cost of books to students.

INSTITUTIONAL (I)

1. Approval of the summer / fall 2021 reopening plan.

PERSONNEL (P)

1. Extended Reappointment: Grant
2. Corrected Reappointment: Professional Staff
3. Approve Leave of Absence / Support Staff
4. Approve Leave of Absence / Support Staff
5. Approve: Return from Leave of Absence / Support Staff
6. Retirement: Faculty
7. Resignation: Professional Staff
8. Resignation: Grant Funded Staff
9. Approving an Amendment to the employment contract authorized by the Board of Trustees on December 1, 2020 with Eric M. Friedman, Ph.D., as President of Bergen Community College.

SITE AND FACILITIES (S/F)

1. To award Public Bid P-2318 Gymnasium Floor Refinishing to Classic Floor Finishing, Inc.
2. To award professional services to RSC Architects for the preparation of plans and specifications for the Lyndhurst location elevator # 2 hydraulic piston removal and replacement.



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BOARD OF TRUSTEES ACTION A/F1
Approval Date: July 6, 2021

Resolution:

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

Submitted By

Dr. Eric M. Friedman, President

Mr. Wilton Thomas-Hooke, Managing Director of Finance

Action Requested

Approval for payment of the following legal vouchers:

DeCotiis, FitzPatrick, Cole & Giblin, LLP.

Invoices: May 1, 2021 – May 31, 2021 \$ 17,456.04

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:	\$ 17,456.04



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BOARD OF TRUSTEES ACTION A/F2

Approval Date: July 6, 2021

Resolution

To authorize the purchase of periodical titles and online subscription services that contain over 680 journals from EBSCO Industries, Inc. (doing business as: EBSCO Information Services) for the Sidney Silverman Library.

Submitted By

Dr. Eric M. Friedman, President
Dr. Brock Fisher, Vice President of Academic Affairs
Mr. David Marks, Dean, Library Services
Mr. Wilton Thomas-Hooke, Managing Director of Finance
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Authorization to purchase periodicals for the Sidney Silverman Library for the period of July 1, 2021 through June 30, 2022 from EBSCO Industries, Inc. (doing business as: EBSCO Information Services) at a cost not to exceed \$65,000.00.

Justification

EBSCO is a leading comprehensive subscription service for periodicals for academic libraries. EBSCO has been our subscription service for scholarly journals and magazines since the mid 1990's. EBSCO provides value-added electronic services which are compatible with the College's integrated library management system. This resolution is to purchase periodicals for the library for the fiscal year of July 1, 2021 through June 30, 2022.

The College has a need to procure periodicals for the library pursuant to a non-fair and open process in accordance with the provisions of N.J.S.A. 19:44A-20.4. EBSCO Information Services has completed and submitted a Political Contribution Disclosure Form in accordance with N.J.S.A. 19:44A-20.26, a Stockholder Disclosure Certification, and a Business Entity Disclosure Certification, 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 Form, Stockholder Disclosure Certification, and Business Entity Disclosure Certificate shall be placed and maintained on file at the College.

Library materials and services are exempt from Public Bidding in accordance with New Jersey County College Contracts Law 18A:64A-25.5 (a) (6).

Charge To: College Operating Funds
Account: 10-04-490000-607537

Amount:	\$61,000.00
Account:	10-04-490000-607765
Amount:	\$4,000.00
Total:	\$65,000.00



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BOARD OF TRUSTEES ACTION A/F3
Approval Date: July 6, 2021

Resolution

To authorize the purchase of print and e-books from Yankee Book Peddler, Inc. (doing business as: Gobi Library Solutions from EBSCO).

Submitted By

Dr. Eric M. Friedman, President
Dr. Brock Fisher, Vice President of Academic Affairs
Mr. David Marks, Dean, Library Services
Mr. Wilton Thomas-Hooke, Managing Director of Finance
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Authorization to purchase library materials and services for the period of July 1, 2021 through June 30, 2022 from Yankee Book Peddler, Inc. (doing business as: Gobi Library Solutions from EBSCO) at an amount not to exceed \$40,000.00.

Justification

Yankee Book Peddler, Inc. specializes in academic content and offers the broadest publisher coverage (66,000 publishers) and the most extensive inventory (592,000 titles) when compared to other academic book vendors. It offers a comparable discount to other vendors and, in addition, offers free shipping and an online ordering system compatible with the Library's cataloging and ordering system. Yankee Book Peddler, Inc. is the preferred book vendor for approximately 40 academic libraries in New Jersey. The College will be purchasing approximately 1,000 print and e-books, supporting all subjects/courses.

The College has a need to procure the above library materials and services pursuant to a non-fair and open process in accordance with the provisions of N.J.S.A. 19:44A-20.4. YBP has submitted a Stockholder Disclosure Certification, and a Business Entity Disclosure Certification, 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 Form, Stockholder Disclosure Certification, and Business Entity Disclosure Certificate shall be placed and maintained on file at the College. Library materials and services are exempt from Public Bidding in accordance with New Jersey County College Contracts Law 18A:64A-25.5 (a) (6).

Charge To: College Operating Funds
Account: 10-04-490000-607530
Total: \$40,000.00



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BOARD OF TRUSTEES ACTION A/F4
Approval Date: July 6, 2021

Resolution

To authorize payment to Edge (formerly NJEdge, Inc.), fiduciary agent for The Virtual Academic Library Environment of New Jersey (VALE) Consortium, for the College Library's share of the cost of electronic periodical databases.

Submitted By

Dr. Eric M. Friedman, President
Dr. Brock Fisher, Vice President of Academic Affairs
Mr. David Marks, Dean, Library Services
Mr. Wilton Thomas-Hooke, Managing Director of Finance
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Authorization to pay Edge in the amount of \$97,000.00 for the VALE Consortium for the College Library's share of the cost of electronic periodical databases for the period of July 1, 2021 through June 30, 2022.

Justification

The VALE Consortium is the cooperative purchasing consortium for New Jersey academic libraries, which allows substantial discounts for annual subscriptions to full-text electronic databases available 24/7 to off-campus and on-campus users. The organization currently has 52 active member institutions. We subscribe to databases offered through the consortium's discount program. See attachment for list of databases.

Edge is a technology consortium formed in New Jersey. It provides a statewide broadband network, IT products and services, and other technology solutions. Membership comprises K-12, higher education, healthcare, and other non-profit and government entities.

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

Edge is a non-profit and is therefore exempt from Pay-to-Play.

Charge To: College Operating Funds
Account: 10-04-490000-607765
Total: \$97,000.00

**Proposed Subscriptions from VALE
2021-22**

Provider	Database
The Chronicle of Higher Ed	The Chronicle of Higher Education Online
EBSCO	CINAHL (w/Full Text)
Gale	Literature Resource Center
Infobase	Films on Demand: Nursing
LexisNexis	Nexis Uni
Nature	Nature/Scientific American
ProQuest	PQ Central Historical NY Times PsychArticles
Springshare	LibAnswers (w/ Screensharing) LibGuides
ALA	RDA Toolkit



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BOARD OF TRUSTEES ACTION A/F5
Approval Date: July 6, 2021

Resolution

To renew the Library's annual subscription with Westchester Academic Library Directors Organization (WALDO) for full-text electronic databases.

Submitted By

Dr. Eric M. Friedman, President
Dr. Brock Fisher, Vice President of Academic Affairs
Mr. David Marks, Dean, Library Services
Mr. Wilton Thomas-Hooke, Managing Director of Finance
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Authorization to renew the Library's annual subscription with WALDO in the amount of \$50,000.00. This renewal will provide discounted annual subscriptions of 16 full-text electronic databases, which are available 24/7, for the period of July 1, 2021 through June 30, 2022.

Justification

The WALDO is a membership organization supporting the procurement and administration of electronic information services for libraries since 1982. They provide discounts to annual subscriptions of full-text electronic databases, which are available 24/7. WALDO serves 580 academic libraries in the greater New York metropolitan area. See attachment for list of databases.

Library materials are exempt from public bidding in accordance with 18A:64A-25.5 (a) (6).
WALDO is a non-profit organization and is exempt from Pay-to-Play.

Charge To: College Operating Funds
Account: 10-04-490000-607765
Total: \$50,000.00

Proposed Subscriptions from WALDO 2021-2022

Provider	Database(s)
ABC-CLIO	World Religions - Belief, Culture and Controversy
Alexander Street	Music Online: Listening Music Reference Collection
Bloomsbury	Berg Fashion Library
Digital Theatre	Database Plus
Gale	Biography in Context Opposing Viewpoints in Context Testing and Education Reference Center
JSTOR	Language and Literature Ecology and Botany
Mergent Online	Hoover's Academic
Oxford	Oxford/Grove Music
PowerNotes	Power
Statista	Statista Expert



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BOARD OF TRUSTEES ACTION A/F6
Approval Date: July 6, 2021

Resolution

To authorize the purchase of Dell Wyse 5470 All-in-One virtual desktop infrastructure computers from SHI International Corp. to replace desktop computers that are at the end of their useful life.

Submitted By

Dr. Eric M. Friedman, President
Mr. Ron Spaide, Chief Information Officer
Mr. Wilton Thomas-Hooke, Managing Director of Finance
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Authorization to purchase 150 Dell Wyse 5470 All-in-One virtual desktop infrastructure computers from SHI International Corp. under New Jersey State Contract # M0483 /subcontract 89967 in the amount of \$91,050.00.

Justification

These 150 Dell Wyse 5470 All-in-One virtual desktop infrastructure computers will lifecycle a portion of our existing desktop computers that are well beyond their useful life.

Quotes were solicited from the companies listed below:

CDW Government LLC	\$105,000.00
Ocean Computer Group	\$104,005.00
Pascack Data	No response
PTS Data Center Solutions	No response
SHI International Corp.	\$ 91,050.00

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

Charge to: County Capital
Account: 20-00-170200-604301
Total: \$91,050.00



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BOARD OF TRUSTEES ACTION A/F7
Approval Date: July 6, 2021

Resolution

Authorization to award Public Bid P-2341 for snow plowing services to Downes Tree Service Co., Inc. for the Paramus campus and Hackensack and Lyndhurst locations.

Submitted By

Dr. Eric M. Friedman, President
Mr. Wilton Thomas-Hooke, Managing Director of Finance
Mr. Michael Hyjeck, Managing Director of Facilities
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Authorization to award Public Bid P-2341 for snow plowing services to Downes Tree Service Co., Inc., for the estimated amount of \$350,000.00 from November 1, 2021 through April 30, 2024.

Justification

Snow plowing services are required to ensure that the roads and parking lots on the Paramus campus and Hackensack and Lyndhurst locations are safe to use during winter storms.

A total of 11 companies registered for bid packages and one (1) bid was received. See below for the bid received.

Downes Tree Service Co., Inc.	\$350,000.00
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Charge To:	College Operating Funds
Account:	10-06-630100-607555
Total:	\$350,000.00



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BOARD OF TRUSTEES ACTION A/F8
Approval Date: July 6, 2021

Resolution

To authorize the purchase of Apple Inc. products through the Educational Services Commission of New Jersey (ESCNJ) cooperative.

Submitted By

Dr. Eric M. Friedman, President
Mr. Ron Spaide, Chief Information Officer
Mr. Wilton Thomas-Hooke, Managing Director of Finance
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Authorization to purchase Apple Inc. products through the ESCNJ cooperative in the amount of \$200,000.00 through June 30, 2022, Bid # ESCNJ 18/19-67.

Justification

This resolution authorizes the College to purchase Apple Inc. products for appropriate projects and to replace Apple Inc. computers according to the College's life cycle replacement plan. Purchases will include, but are not limited to, iMacs, MacBooks, iPads, and AppleCare.

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

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

Charge to: Various
Account: Various
Total: \$200,000.00



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BOARD OF TRUSTEES ACTION A/F9
Approval Date: July 6, 2021

Resolution

To award RFP # R-091 to Looney Advertising & Branding for the provision of media buying services.

Submitted By

Dr. Eric M. Friedman, President
Dr. Larry Hlavenka, Executive Director, Public Relations, Community and Cultural Affairs
Mr. Wilton Thomas-Hooke, Managing Director of Finance
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Award media buying services to Looney Advertising & Branding at an estimated cost of \$25,000 (14.3 percent of the College's total media purchases budget.)

Justification

Bergen Community College maintains an institutional advertising budget to promote general awareness about the institution, open houses and student recruitment. The College has reviewed and revised its media buys over the last eight years, changing placements based on data captured from these campaigns. To further develop this strategy, Bergen sought the assistance of an agency partner to provide:

- Media planning, trafficking, and placement services;
- The comprehensive reconciliation of all advertising costs incurred;
- The development of an overall advertising strategy that also integrates the College's student affairs/enrollment services promotion and personnel;
- Suggestions on creative - including design and copy;
- Data-based decision-making based on assessments and demonstrated successful strategies for community college-based promotion, while ensuring appropriate value of media buys;
- The development of an advertising schedule in the most effective and efficient media vehicles to meet enrollment needs, image, and awareness building targets and to reinforce overall College messaging;
- Occasional creative development of specific spots, though the institution will produce all graphically designed pieces;
- Demonstrated in-depth knowledge of Bergen County media vehicles that will concurrently build positive awareness levels and meet enrollment goals for the College; and
- Targeted outreach campaigns, while working with the institution's student affairs/enrollment management team to ensure placements result in lead generation and correspondence.

A Request for Proposals was advertised on the College website in accordance with New Jersey P.L. 2004 Chapter 19 "Pay to Play" Law, and conforms to a "Fair and Open Process."

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

The College evaluated proposals received in response to the RFP and determined Looney Advertising & Branding has submitted a comprehensive proposal that meets all of the requirements of RFP #R-091 including qualifications, experience and competitive rates.

A total of 11 proposals were received from the companies listed below.

- AVC Media Group
- DCW Media
- Electric Symphony Media
- FurmanRoth Advertising
- Locale
- LocaliQ
- Looney Advertising & Branding
- Marketsmith
- NJAdvanceMedia
- SGW Integrated Marketing
- Positive Solutions

Charge To: College Operating Funds
Account: 10-01-148100-607572
Total: \$25,000.00 (estimated)



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BOARD OF TRUSTEES ACTION A/F10
Approval Date: July 6, 2021

Resolution

To authorize the purchase of 47 Dell Precision 5820 computers and 47 Dell 27" LED monitors from SHI International Corporation to replace the units in the Computer Aided Drafting (CAD) labs that are now at the end of their useful life.

Submitted By

Dr. Eric M. Friedman, President
Mr. Ron Spaide, Chief Information Officer
Mr. Wilton Thomas-Hooke, Managing Director of Finance
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Authorization to purchase 47 Dell Precision 5820 computers and 47 Dell 27" LED monitors from SHI International Corporation under NJ State Contract/NASPO Contract # M0483 /subcontract 89967 in the amount of \$212,732.81

Justification

These 47 Dell computers and monitors will lifecycle the units in the CAD Labs that are well beyond their useful life. These units are high-end devices that will support the Computer Aided Drafting and Design curriculum offered at Bergen Community College and allow students access to state-of-the-art equipment, software, and learning outcomes.

Quotes were solicited from the companies listed below:

CDW Government LLC	\$247,925.00
Dell Marketing L.P.	No Response
E-Plus Tech Inc.	No Response
SHI International Corporation	\$212,732.81

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

Charge to: County Capital
Account: 20-00-170200-604301
Total: \$212,732.81



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BOARD OF TRUSTEES ACTION A/F11
Approval Date: July 6, 2021

Resolution Amendment

To adopt the Fiscal Year 2022 Revenue/Expense Budget.

Submitted By

Dr. Eric M. Friedman, President
Mr. Wilton Thomas Hooke, Managing Director of Finance

Action Requested

Request that the Board of Trustees of Bergen Community College adopt the FY 2022 Revenue and Expense Budget, effective July 1, 2021, through June 30, 2022. The budget details are attached.

Justification

Adoption of the annual revenue and expense budget for Fiscal Year 2022.

**BERGEN COMMUNITY COLLEGE
FUNDS BUDGET
FOR FISCAL YEAR JULY 1, 2021 TO JUNE 30, 2022**

	FY2020 Budget 7/1/2019-6/30/2020	Current Budget 7/1/2020-6/30/2021	FY2022 Proposed Budget 7/1/2021-6/30/2022	% of Total
REVENUES				
Unrestricted:				
Tuition	\$52,327,220	\$52,630,578	\$47,138,042	45.4%
Student Fees	17,786,969	17,833,596	15,689,703	15.1%
Governmental Appropriations				
State	12,427,285	12,427,285	12,672,943	12.2%
County	21,748,766	22,183,742	22,364,248	21.6%
Other New Jersey Counties	75,000	225,000	220,981	0.2%
Sales & Services of Auxiliary				
Enterprise	154,741	170,835	151,005	0.1%
Other Sources	1,907,237	1,785,830	1,235,247	1.2%
Economic Impact Release	0	0	4,274,025	4.1%
Total Unrestricted	<u>\$106,427,218</u>	<u>\$107,256,866</u>	<u>\$103,746,195</u>	<u>100.0%</u>
Restricted:				
Student Aid and Other Grants	47,500,000	47,500,000	47,500,000	
Total Current Funds Revenues	<u>\$153,927,218</u>	<u>\$154,756,866</u>	<u>\$151,246,195</u>	
EXPENDITURES & TRANSFERS				
Educational and General:				
Instruction	38,751,995	38,677,303	36,559,535	35.2%
Academic Support	6,142,830	6,139,337	5,810,862	5.6%
Student Services	7,129,656	7,067,864	6,709,640	6.5%
Institutional Support	43,359,628	43,939,607	43,249,894	41.7%
Operation & Maintenance of Plant	9,630,491	9,679,323	9,739,230	9.4%
Edu. & General Expenditure	<u>\$105,014,600</u>	<u>\$105,503,434</u>	<u>\$102,069,161</u>	<u>98.4%</u>
Mandatory Transfers:				
Principal & Interest	1,129,599	1,419,142	1,398,139	1.4%
Total Edu. & General	<u>\$106,144,199</u>	<u>\$106,922,576</u>	<u>\$103,467,300</u>	<u>99.7%</u>
Auxiliary Enterprise:				
Expenditures	283,019	334,290	278,895	0.3%
Total Current Unrestricted	<u>\$106,427,218</u>	<u>\$107,256,866</u>	<u>\$103,746,195</u>	<u>100.0%</u>
Restricted Expenditures:				
Student Aid and Other Grants	47,500,000	47,500,000	47,500,000	
Total Current Funds				
Expenditures & Transfers	<u>\$153,927,218</u>	<u>\$154,756,866</u>	<u>\$151,246,195</u>	
Net Surplus / (Deficit)	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	



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BOARD OF TRUSTEES ACTION E/SA 1

Approval Date: July 6, 2021

Resolution

Authorize the execution of a subcontract agreement with Kaizen Technologies, Inc., as a new member of the New Jersey Health Professions Consortium (NJHPC) to conduct work under the ***Scaling Apprenticeship Through Sector Based Strategies*** grant awarded to Bergen Community College by the U.S. Department of Labor, Employment and Training Administration (Grant Award # **HG-33026-19-60-A-34**, "HealthWorks"), and to authorize President Eric M. Friedman, or his designee, to execute required documents.

Submitted By

Dr. Eric M. Friedman, President
Mr. Wilton Thomas-Hooke, Managing Director Finance
Dr. Christine Gillespie, Executive Director, Continuing Education and Workforce Development
Dr. Brock Fisher, Vice President of Academic Affairs
Dr. Susan Barnard, Dean of Health Professions
Dr. William J. Yakowicz, Director of Grants Administration

Action Requested

Approval of an agreement between Bergen Community College (the College) and Kaizen Technologies, Inc. authorizing the scope of services and budget in connection with the Grant. Bergen Community College and NJHPC partner institutions have built state-wide pathways for healthcare career apprenticeships that coordinate and align strategic initiatives, resources, policies, data, and accountability measures.

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. Kaizen Technologies, Inc. is approved by Bergen and its partners to join the following partner colleges that 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, Raritan Valley Community College, Rowan College of Southern New Jersey, and Union County College.

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.

Consistent with sub-contract agreements with each NJHPC partner and Bergen Community College, Bergen will develop this agreement with Kaizen Technologies, Inc. and will lead and collaborate with the consortium on implementing this Health Works 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 Kaizen Technologies, Inc. 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 6th day of July 2021, by and between BERGEN COMMUNITY COLLEGE, a body corporate of the State of New Jersey (the "BCC"), and Kaizen Technologies, Inc. (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 July 6, 2021. 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

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

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

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. 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
_____ Eric M. Friedman, Ph.D., President	_____ 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 A

Scope of Program for Participating College

Addendum B

Budget for Participating College



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BOARD OF TRUSTEES ACTION E/SA2
Approval Date: July 6, 2021

Resolution

To accept a grant to continue in a consortium partnership with the Board of Education of the Bergen County Technical Schools District (Lead Agency) and Greater Bergen Community Action for the FY 2022, 2023, 2024, 2025 Bergen County Consolidated Adult Basic Education and Integrated English Literacy and Civics Education (ABE & IELCE) Grant Program funded through the New Jersey Department of Labor and Workforce Development, and to authorize President Eric M. Friedman, Ph.D., or his designee, to execute required documents.

Submitted By

Dr. Eric M. Friedman, President
Dr. Christine Gillespie, Executive Director of Continuing Education and Workforce Development
Dr. Brock Fisher, Vice President of Academic Affairs
Mr. Wilton Thomas-Hooke, Managing Director of Finance
Dr. William J. Yakowicz, Director, Grants Administration

Action Requested

Accept a grant to continue a consortium partnership and implement the FY 2022, 2023, 2024, 2025 Bergen County Consolidated Adult Basic Education and Integrated English Literacy and Civics Education (ABE & IELCE) Grant Program.

Justification

The New Jersey Department of Labor and Workforce Development awarded one Adult Basic Education grant to Bergen County Technical Schools (Lead Agency) in partnership with Bergen Community College and Greater Bergen Community Action to continue their long-standing consortium partnership that has successfully operated since July 1, 2005. This grant enables the consortium to deliver adult basic skills education, English-as-a Second Language, and Integrated English Literacy and Civics Education programs for Bergen County residents and workers. The Bergen Community College portion of the grant to provide instructional services is approximately \$411,000 to serve 257 participants (funding and service levels are tentative and subject to final allocations).

The grant requires a 25% match to be provided either in cash or in kind. Bergen Community College's financial match is derived from facility usage fees, fringe benefits, and a small portion of administrative salary for oversight. Bergen has not covered match with cash.

A copy of the agreement and final budget are forthcoming.



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BOARD OF TRUSTEES ACTION E/SA3
Approval Date: July 6, 2021

Resolution

To authorize a pilot of the Follett ACCESS program with Follett Corporation to reduce the cost of books to students.

Submitted By

Dr. Eric M. Friedman, President
Dr. Brock Fisher, Vice President of Academic Affairs
Mr. Adam Goodell, Dean, Division of Business, Arts, and Social Sciences
Dr. Jacqueline Behn, Chair, Social Sciences Department
Mr. Wilton Thomas-Hooke, Managing Director of Finance

Action Requested

Authorization to pilot the Follett Access program with Follett Corporation to reduce the cost of books to students, in accordance with the attached contract.

Justification

Follett ACCESS is a program that enables colleges and universities to deliver all course materials (textbooks, lab kits, supplies, etc.) as part of tuition or course charges. With Follett ACCESS, all students in the program are provided with their course materials on the first day of class. This is a key student success initiative as qualitative data from faculty interviews demonstrate that fewer students are prepared with course materials at the start of the semester, with many lacking the course materials throughout the semester.

Students will be charged the cost of course materials as part of their bursar bill; the cost is rolled into scholarships and financial aid packages. All students registered for the pilot course sections will have the ability to opt out and purchase books independently. The bookstore will supply materials to students registered prior to the first day of classes and will bill the College.

Courses for Fall Pilot:

SOC 101 Sociology – ACCESS Price \$39.50 (vs. current cost of materials \$115.50)

ECO 101 Principles of Macroeconomics – ACCESS Price \$57.15 (vs. current cost of materials \$142.75)

ECO 102 Principles of Microeconomics – ACCESS Price \$57.15 (vs. current cost of materials \$142.75)

(contract pending)



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BOARD OF TRUSTEES ACTION I-1

Approval Date: July 6, 2021

Resolution

Approval of the summer / fall 2021 reopening plan.

Submitted By

Dr. Eric M. Friedman, President

Dr. Larry Hlavenka, Executive Director - Public Relations, Community and Cultural Affairs / Reopening Coordinator

Action Requested

To provide approval of the summer/fall 2021 reopening plan, as recommended by Dr. Eric M. Friedman and Dr. Larry Hlavenka, in light of the COVID-19 pandemic.

Justification

The summer/fall 2021 reopening plan details the College's guidelines, protocols and procedures governing operations. The institution's preparations are intended to provide a safe environment, while maintaining academic, business and operational continuity during the pandemic. The summer / fall 2021 reopening plan supersedes the spring 2021 reopening plan approved by the Board of Trustees in February 2021, adding key items that reflect emerging best practices and current guidance from OSHE and State government. Upon board approval, the College will continue to communicate changes to the plan with the Bergen community.

REOPENING PLAN SUMMER/FALL 2021

PITKIN
EDUCATION
CENTER

STUDENT CENTER

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Introduction

In March 2020, as a result of the COVID-19 pandemic, Bergen Community College (the “College”) quickly shifted to a remote environment for students, faculty and staff. Prior to closing on-ground campus operations, the College developed a working group of taskforce members called the “Reopening Bergen Taskforce” to assist with academic continuity in the case of campus closures, while also addressing the institution’s business operations, policies and remote operations. To ensure continued communication between all students and employees, the College created a repository of resources related to COVID-19, which included the College’s official statements in relation to the pandemic and helpful guides from the Centers for Disease Control (“CDC”). The College also provided updates to its official [COVID-19](#) webpage.

The College’s on-campus operations remained closed throughout the spring and summer semesters of 2020, with a few essential employees working on-site to continue business and academic operations. Some students in the health professions programs were also allowed on campus under carefully monitored conditions to complete course work necessary for licensure, and to meet accreditation requirements. During this time, the Reopening Bergen Taskforce (“Taskforce”) worked together to discuss, outline and plan for the College’s reopening. The Taskforce, consisting of management, faculty, staff and collective bargaining unit leaders, focused its efforts on the fall semester and potential options for in-person, hybrid and online courses and work schedules. The group submitted a fall reopening plan based on data driven work such as surveys of students, faculty and staff,¹ an assessment of course offerings, a study of facilities and models of learning environments and consultation with peer institutions,² government officials and public health officers. The plan represented the work of the Taskforce as a whole, with this group finding alignment with the stages of New Jersey’s phased [“The Road Back: Restoring Economic Health Through Public Health”](#) plan. Further, the plan was informed by:

- The Centers for Disease Control [“Interim Guidance for Administrators of U.S. Institutions of Higher Education – Plan, Prepare, and Respond to Coronavirus Disease 2019 \(COVID\);”](#) and
- The Office of the Secretary of Higher Education’s [“Restart Standards for all New Jersey Institutions of Higher Education.”](#)

Also, in the construction of its plan, the institution sought the guidance and approval, where appropriate, of various local agencies charged with the area’s health and safety - including the Bergen County Department of Health Services and the Bergen County Fire Marshal.

This extensive process sought to sustain Bergen's commitment to a high-quality education while prioritizing the health and safety of the members of the institution and remaining compliant with [Executive Order No. 155](#).

In preparation for the spring 2021 semester, the College followed a similar process to the reopening of the fall 2020 semester and established guiding principles that saw the institution offer a mostly

¹ Survey results included 649 responses from students and 365 responses from faculty and staff.

² Plans reviewed from the following peer institutions: Brookdale Community College, Camden Community College, Hudson Community College, Mercer County Community College, Middlesex County College, Ocean County College and Raritan Valley Community College.

virtual semester, while phasing in selected on-campus courses, resources, activities and community use based on feasibility, need and safety.

In an effort to implement a safe campus environment for all members of the community, the College organized groups of Taskforce members and other relevant College stakeholders into new subcommittees for the spring 2021 semester. Members of each subcommittee were chosen and placed into each committee based on the major areas of the reopening plan, such as instruction, general safeguarding and contact tracing/testing/screening. The subcommittees also considered changes to the plan that reflected evolving guidance and developments put forth in response to the COVID-19 pandemic, and best practices learned from the College's response to the pandemic during previous semesters.

The summer and fall 2021 semesters represent a pivot point for the institution, as it reintegrates on-campus operations that took place remotely since the beginning of the pandemic. This approach, in line with guidance from health officials, peer institutions and government leaders - and in light of rising vaccination rates and herd immunity - will see the College reintegrate on-campus operations July 6 and return to a fully "open campus" environment by Aug. 1. During this time, the College will reintroduce many on-campus classes, student service functions and College resources, while maintaining appropriate health and safety measures.

The College will continue to release updated reopening plan protocols semester-by-semester until the pandemic has abated.

General Safeguarding

- *How will the institution implement general safeguarding measures during each stage? These safeguards include, but are not limited to:*
 - *Cleaning and sanitization;*
 - *Requiring face coverings;*
 - *Maintaining adequate supplies, such as personal protective equipment and cleaning supplies;*
 - *Requiring individuals to engage in social distancing practices at all times, and ;*
 - *Training students, staff and faculty regarding COVID-19 sanitization and social distancing practices and protocols.*

The health and safety of students, faculty and staff represents the College's primary concern during the COVID-19 pandemic.

To provide a healthy and safe environment for all members of the College community, the institution will adhere to all local, state and federal guidelines and public health practices, which will include, but not be limited to: social distancing protocols, proper cleaning of campus buildings, recommending face masks, obtaining and maintaining personal protective equipment ("PPE").

The following health and safety guidelines will enable the College to provide on-campus instruction in accordance with the guidelines set forth by the New Jersey Office of the Secretary of Higher Education ("OSHE"). These general safeguarding efforts apply to all stages of the College's Reopening Plan (stages 1, 2 and 3).

With the acceleration of vaccinations, the College encourages students, faculty and staff to take advantage of this potentially life-saving and pandemic-ending treatment. Increased vaccination rates may lead to herd immunity, which will allow the institution to return to more standard operations.

To this end, the College will aggressively encourage vaccination not only as a means for individual health, but also as a way for the College to return to normal operations. Promoting vaccination represents one of three major tent pole considerations for messaging as the College pivots from communication focused on continuous pandemic status updates to a narrative focused on a "new normal" that acknowledges the continued existence of COVID-19 but positions the institution to resume pre-pandemic operations. The three-pillar strategy promoting vaccination, hygiene practices and remaining off-campus when ill features a complete communication plan available [here](#). The College also recommends that unvaccinated students opt into online classes or those broadcast virtually.

Cleaning and Sanitization

Cleaning and disinfecting campus buildings is an essential aspect of the College's daily routine and approach to curbing the spread of the virus and preventing further infection. To safeguard the health, safety and well-being of students, faculty and staff, the College will clean all classrooms, restrooms, common areas, high-touch areas, equipment and shared surfaces at least once daily. The cleaning and sanitization of each area will be

documented in daily logs and displayed in common areas by the facility's staff. Each staff shift has an assigned supervisor who is responsible for checking all work. The facilities director will also monitor all areas.

The College has also ensured that all cleaning products meet or exceed federally accepted benchmarks for the cleaning and sanitization of porous and nonporous surfaces. For a complete list of cleaning products deployed by the College, and their identification letters as administered by the United States Environmental Protection Agency list, visit [here](#).

The College has implemented the following sanitization protocols:

- High-touch areas are cleaned throughout the day. Such areas include elevator buttons, staircase railings, countertops, copy machines and door handles.
- Restrooms are cleaned throughout the day.
- Trash cans are emptied once per day.
- Portable hands-free sanitizer dispensers have been placed in various areas throughout the College's facilities, specifically within common areas, such as hallways, near classrooms, elevators and restrooms, and at the entrance of each building. To review the placement of dispensers, visit [here](#).
- The College has posted restrictions on the use of elevators and promotes the use of staircases. Elevators are limited to two individuals per ride and should be limited to those with health-related issues. Elevators are cleaned each day.
- Sanitizing wipes and disposable face masks are provided and available in each classroom and laboratory for student and faculty use. The College also offers limited PPE at entrances, but students, faculty and staff should plan on bringing their own equipment.
- The College has disconnected all water fountains - except for those featuring contactless filling. These stations are sanitized daily.

To operationalize these concepts, the institution will continue to perform the following daily measures in designated areas according to the schedule noted:

- Labs/Classrooms
 - a. Realign furniture.
 - b. Clean and disinfect.
 - c. Clean and disinfect sanitizing stations.
 - d. Remove garbage.
 - e. Dust mop.
 - f. Clean and disinfect door handles.
- Bathrooms
 - a. Clean and disinfect all toilets, urinals, sinks, soap dispensers, hand dryers, paper towel dispensers and toilet paper dispensers.
 - b. Clean and disinfect handles and privacy locks.
 - c. Clean tile walls around toilets, sinks, soap dispensers and under hand dryers.
 - d. Clean mirrors.
 - e. Sweep floors.
 - f. Empty garbage cans.
 - g. Empty sanitary boxes.

- h. Remove all graffiti.
 - i. Restock toilet paper and paper towels.
 - j. Deactivate the use of all hand dryers to ensure the use of paper towels.
- Hallways
 - a. Clean/disinfect all touch points and surfaces, including door handles/push pads, doors, railings, garbage cans, furniture, window ledges and sanitizing stations.
 - b. Dust mop and wet mop.
 - c. Remove all scuff marks from hallway floors.
 - d. Remove gum.
 - e. Clean drinking fountains.
 - f. Dust all surfaces.
 - g. Remove garbage.
 - h. Clean garbage cans inside and out.
 - i. Clean door glass and window glass.
 - j. Remove all graffiti.
- Stairwells
 - a. Clean and disinfect doors and door handles.
 - b. Dust all surfaces including water and electrical pipes.
 - c. Sweep.
 - d. Wet mop.
 - e. Clean all graffiti.

The College has also taken significant steps to improve ventilation:

- All College rooftop HVAC units have been adjusted to permit 50% of fresh air into each building.
- The College has installed permanent door stoppers in all classrooms to improve the passage of air while classes are in session.
- All HVAC units now feature MERV-13 filters which will be replaced approximately every five (5) months. Additionally, the College has installed ionizers in each HVAC unit and deployed portable air purifier units for areas not sufficiently served by the College's HVAC systems.
- All bathroom hand dryers have been disconnected and bathroom fans have been adjusted to run 24 hours-a-day to assist with air circulation.
- The College has purchased portable air filtration units for use in classrooms/offices with significant gathering and/or confined quarters.

Finally, due to the specific nature of dental hygiene accreditation requirements, students must work with patients from the outside community. As such, the department has developed a protocol for patient safety that aligns with recommendations from the CDC. Additionally, due to the inherent risk with live patient contact, the College has developed a notification protocol for these community members potentially exposed to COVID-19 while on campus.

Requiring Face Coverings

The use of face masks remains optional for all fully vaccinated students, faculty, staff and visitors while on campus, but recommended for all unvaccinated individuals.

Students, faculty and staff are expected to provide their own face masks. However, if an individual does not have a face mask, the College will maintain an adequate supply of face masks for students, employees and visitors who arrive without proper face masks or who need a replacement.

It is recommended that disposable masks be replaced frequently, and cloth masks be washed regularly. While it may be advantageous to wear two masks for the unvaccinated, it is not recommended to combine two disposable masks or combine a KN95 mask with any other mask.

Maintaining Adequate Supplies, Such as Personal Protective Equipment and Cleaning Supplies

The College will maintain an adequate number of personal protective equipment (“PPE”) and cleaning supplies daily and will continuously order supplies as necessary and as they become available. Supplies will include, but not be limited to: masks, disinfectant sprays and wipes, replacement soap inserts for bathroom dispensers, hand sanitizers, gloves, paper towels and all other cleaning and sanitizing agents necessary for the health, safety, and well-being of the College’s students and employees. The managing director of custodial operations has ensured - and will continue to ensure - that all cleaning agents acquired by the institution meet or exceed federally accepted recommendations for the sanitization and cleaning of porous and nonporous surfaces. The managing director of custodial operations will monitor inventory of all PPE and cleaning supplies, and will be responsible for ordering, maintaining and replenishing all supplies and equipment on a biweekly basis, or as necessary. The College is currently fully equipped with PPE and cleaning supplies. Each department partaking in on-campus classroom courses will safely store and maintain PPE and supplies in securely locked and monitored rooms.

Requiring Individuals to Engage in Social Distancing Practices at All Times

The College will apply appropriate distancing using [CDC guidelines](#) throughout the campus, specifically within classrooms, laboratories, restrooms, offices, common spaces, staircases, elevators, entrances, hallways, and other areas across the College campus, though with most restrictions now lifted, the College recommends the unvaccinated continue physical distancing. Among the remaining tactics for distancing:

- Physical barriers (plexiglass) have been placed in areas where physical distancing is difficult to maintain, including areas such as classrooms and office spaces, where individuals have direct, face-to-face contact with each other.
- The College will not permit any more than two individuals per ride within elevators. Use of elevators should be limited to individuals who have health-related issues. Elevator buttons are frequently cleaned and hand sanitizer stations have been placed near elevator entrances to encourage sanitization and to disinfect hands upon entering and leaving elevators. Signage outside of the elevators will reinforce this message.

- The College's communication plan further outlines tactics that the institution has implemented to reinforce best practices within the College community; this has included frequently broadcasted emails, a COVID-19 resource page on the College's website and comprehensive signage located within various areas of the College's facilities.

Training Students, Staff and Faculty Regarding COVID-19 Sanitization and Social Distancing Practices and Protocols

The first instance of pandemic-specific training occurred in the spring 2020 semester, before the College reopened its main campus facilities to specific personnel. At that time, the College conducted a mandatory in-person training for custodial staff members, which was led by the managing director of custodial operations and the College nurse. The director and the nurse reviewed important safeguarding techniques, which included videos on COVID-19 preparedness.

The College uses the SafeColleges web-based platform to provide safety and compliance training for students and employees. This training platform was repurposed to provide mandatory training for all students scheduled to take in-person classes. This training includes Centers for Disease Control ("CDC") guidelines, COVID-19 awareness issues and safety precautions such as handwashing, face masks and social distancing guidelines.

All employees completed their required training during the fall 2020 semester.

The College's COVID-19 communication plan (available here) also calls for frequent reinforcement messaging regarding pandemic-related best practices for health and safety.

The College encourages student compliance with the institution's health and safety protocols by supplementing its Student Code of Conduct, which includes language on student responsibilities and expected behavior during the pandemic. Students who fail to adhere to the College's health and safety guidelines may be subject to disciplinary action, up to and including suspension. Reports of noncompliance can be securely submitted here.

Screening, Testing, and Contact Tracing Protocols

Please describe the planned testing and tracing protocol for the institution, including details regarding how you plan to collaborate with your state/local health department for contact tracing and notification of positive tests or viral outbreaks either on campus or among the campus community.

- *What screening measures will be in place? How will you communicate these screening protocols to stakeholders?*
- *What will be the testing protocol?*
- *How will the institution house or transport exposed or ill residential students and plan for timely reporting, while maintaining confidentiality?*
- *How will the institution log students, faculty, staff, and visitors to help facilitate contact tracing? For additional information about the state contract tracing initiative, visit: <https://nj.gov/governor/news/news/562020/approved/20200512a.shtml>*

For additional information about the PPE supplier registry, visit: <https://covid19.nj.gov/forms/supplier>

As the institution achieves an open campus environment in light of rising vaccination rates and achieving herd immunity, it will discontinue some of the screening protocols established earlier in the pandemic. The College will rely on individuals to self-report COVID-19 symptoms; if contact tracing becomes necessary (as a result of a positive COVID-19 case), the College will work closely with state and county health officials to minimize the risk of increased exposure.

What screening measures will be in place? How will you communicate these screening protocols to stakeholders?

The College will not formally screen those entering campus. Individuals will self-monitor potential COVID-19 symptoms based on guidelines from the Centers for Disease Control and refrain from coming to campus if symptomatic or feeling unwell. The College will offer a self-assessment screening tool on its Bergen.edu COVID-19 resource page.

What will be the testing protocol?

Students, faculty and staff potentially exposed to the virus will be directed to testing sites located within the region. The College will also provide students, faculty and staff with various resources regarding the availability of testing, should they have an interest in taking a COVID-19 test. These resources include federal, state, county and healthcare-provider offered programs - many free and available for those with or without health insurance. Visit [here](#) for a complete list of resources.

If students, faculty or staff are sick with COVID-19 or are experiencing any [COVID-19 symptoms](#), the College advises them to follow the steps outlined by the [Centers for Disease Control](#).

- Employees who have received a positive COVID-19 test result, or who are experiencing COVID-19 symptoms, should immediately notify the Office of Human Resources.
- The Office of Human Resources will then notify the impacted department supervisor and the College nurse.
- Students who have received a positive COVID-19 test result, or who are experiencing COVID-19 symptoms, should immediately notify Interim Vice President of Student Affairs Dr. Ralph Choonoo, at rchoonoo@bergen.edu.
- The interim vice president will notify the student's faculty members and the College Nurse.

An employee or student may return to work/school only if the criteria set forth by [the CDC are met](#). Employees must also contact the Office of Human Resources for clearance to return to work (return to work medical release). Returning students must contact Interim Vice President of Student Affairs Ralph Choonoo, (rchoonoo@bergen.edu) before returning to class.

How will the institution house or transport exposed or ill residential students and plan for timely reporting, while maintaining confidentiality?

The College does not offer residential housing.

How will the institution log students, faculty, staff, and visitors to help facilitate contact tracing?

If a student or employee tests positive for COVID-19, the College will be notified either by the individual directly or by the Bergen County Department of Health Services. All parties involved in this protocol must strive to keep personally identifiable information confidential. Any exception in the case of students must be strictly justified by FERPA's "safety and health" exception and must be approved by the College president or his/her designee.

Employees with a positive COVID-19 test result:

- Must notify the Office of Human Resources (humanresourcesgroup@bergen.edu) of their positive test result.
- Faculty or staff who are notified by an employee of a positive test result should contact the Office of Human Resources (humanresourcesgroup@bergen.edu) and request that the employee contact that office as well.
- The employee will be directed to stay at home in isolation, and to contact their primary health care provider immediately if they have not already done so.
- If the employee is not in an immediate or severe health crisis, the College nurse will contact the employee to request a list of the areas of the College that the employee has been in and the names of individuals that the employee has had direct contact with.
- The Office of Human Resources will notify any employees who may have been exposed to the positive employee and will determine, in conjunction with the College nurse and the Bergen County Department of Health Services, whether these employees should be required to quarantine. (See Appendix B for employee notification script.)
- The College nurse will contact the President and the Bergen County Department of Health Services.
- The College nurse will then contact the facilities director, who will arrange additional cleaning and disinfecting of the affected area(s) that the employee has reportedly spent time in during the previous 24 hours. The area(s) will then remain closed for at least 24 hours.
- An employee may only return to campus if the criteria set forth by the CDC are met. Employees must also contact the Office of Human Resources for clearance to return to work (return to work medical release).

Students with a positive COVID-19 test result should:

- Notify Interim Vice President of Student Affairs Dr. Ralph Choonoo (rchoonoo@bergen.edu).
- The Executive Assistant to the Vice President of Student Affairs will inform the appropriate instructional division personnel (Vice President of Academic Affairs, Divisional Dean, Department Chair and specific faculty) so that learning

accommodations can be made for the student and to provide appropriate notification to the student's class of possible exposure. *See Appendix A.*

- Faculty or staff who are notified by a student of a positive test result should contact the Interim Vice President of Student Affairs and request the student contact that office as well.
- The student will be directed to stay at home in isolation, and to contact their primary health care provider immediately if they have not already done so.
- If the student is not in an immediate or severe health crisis, the College nurse will contact him/ her to request a list of areas of the College that the student has been in and the names of individuals that he/she has had direct contact with.
- The College nurse will contact the President and the Bergen County Department of Health Services.
- In the event that the Bergen County Department of Health Services believes that the outbreak requires a temporary closure of a class (or classes), the College will move the class to full-remote learning for at least 10 days.
- The College nurse will then contact the facilities director, who will arrange cleaning and disinfecting of the area(s) that the student has reportedly spent time in during the previous 24 hours. The area(s) will then remain closed for at least 24 hours.
- A student may return to campus only if the criteria set forth by the CDC are met. Returning students must also contact Interim Vice President of Student Affairs Dr. Ralph Choonoo (rchoonoo@bergen.edu) before returning to class.

In the event of a positive test reported to the College, and with the assistance of the Bergen County Department of Health Services, the College nurse will identify students, faculty and staff who may have come into contact with the affected individual. These individuals will be divided into three (3) risk categories that are based on their risk of contact: **primary** (direct contact with the affected individual for a cumulative total of more than 10 minutes); **secondary** (potential un-sustained direct contact with the affected individual); and **tertiary** or lower (limited or no un-sustained direct contact with the affected individual).

Individuals are considered fully vaccinated for COVID-19 ONLY if it has been at least two weeks after they received the second dose in a two-dose series or at least two weeks after they received a single-dose vaccine up to 90 days after receiving the respective doses.

Risk categories will feature the following responses by the College:

- **Primary** - individuals will receive notification letters, as outlined in Appendices A and B of this plan. Additionally, the individual will participate in a College-sponsored COVID-19 screening offered by a licensed healthcare provider, to determine if a COVID-19 test remains necessary. The individual will self-isolate at home for the stated quarantine period and follow the best practices for exposure provided by the CDC. All individuals with a positive COVID-19 test result will receive patient education on how to manage treatment of the virus.
 - **Employees**: Faculty and staff will be advised to remain at home and consult with their personal healthcare providers to assist in monitoring symptoms and access to medical care if necessary. They will also be required to work

with their direct supervisor to determine if they can perform some or all of their duties remotely. If an employee cannot perform his/her duties remotely, he/she will be eligible to receive paid sick leave under the FFCRA, otherwise known as the Families First Coronavirus Response Act; further information will be provided by the Office of Human Resources. Fully vaccinated employees with no COVID-like symptoms who present documentation of their vaccination to the Office of Human Resources and Employee Relations do not need to quarantine or be tested following an exposure.

- **Students**: Students will be advised to remain at home and assess their symptoms daily to determine if the student should be tested, if it has not already been done, or to seek care from their personal healthcare provider. If a student receives a positive test result, he/she will be advised to contact his/her professors to advise of their illness. Students must receive clearance from the College's Health Services before terminating quarantine and returning to campus. Fully vaccinated students with no COVID-like symptoms who present documentation of their vaccination to the College's Health Services do not need to quarantine or be tested following an exposure.
- **Secondary** - as a precaution, individuals within this category will participate in a College-sponsored COVID-19 screening offered by a licensed healthcare provider to determine if a COVID-19 test remains necessary and self-isolate at home until the test result becomes available. The individual will follow the protocols outlined in this plan based on the receipt of a positive or negative test. All individuals with a positive COVID-19 test result will receive patient education on how to manage treatment of the virus in the form of resources from the CDC.
 - **Employees**: Faculty and staff will quarantine at home, and if possible, continue their work responsibilities remotely. If an employee cannot perform his/her duties remotely, he/she will be eligible to receive paid sick leave under the FFCRA, otherwise known as the Families First Coronavirus Response Act; further information will be provided by the Office of Human Resources. Fully vaccinated employees with no COVID-like symptoms who present documentation of their vaccination to the Office of Human Resources and Employee Relations do not need to quarantine or be tested following an exposure.
 - **Students**: Students will be required to remain off campus and will be advised to closely monitor their symptoms during the course of their quarantine. Students must receive clearance from the College nurse before terminating quarantine and returning to campus. Fully vaccinated students with no COVID-like symptoms who present documentation of their vaccination to the College's Health Services do not need to quarantine or be tested following an exposure.

- **Tertiary** - requires no notification or test, though departmental management or faculty may communicate with employees and students about the presence of a positive test at the College. The College's reopening coordinator will note confirmed positive tests in his weekly report and post, in real-time, the number of confirmed COVID-19 cases to [Bergen.edu/COVID19](https://bergen.edu/COVID19).
- **Employees/Students**: All remaining individuals on campus will be monitored and directed to self-monitor symptoms.

The College will remain in close contact with the Bergen County Department of Health Services regarding positive COVID-19 cases on campus and retains the responsibility of internal contact tracing of students, faculty and staff on campus. The College's Health Services will also monitor positive and negative test results received for all employees and students that have been tested.

While the College will work with the Bergen County Department of Health Services to address positive cases, or multiple positive cases, as they transpire, the following framework will provide general guidance:

- One Case – the College remains open; direct/secondary notification protocols followed.
- Two Cases in the Same Cohort – the College remains open; direct/secondary notification protocols followed.
- Two or More Cases with No College Connection – the College remains open; direct/secondary notification protocols followed.
- Two or More Cases with a College Connection – possible College closure; micro closures likely; direct/secondary notification protocols followed.
- Cases Across Multiple Classes/Offices – likely College closure; direct/secondary notification protocols followed.
- Significant Community Outbreak – likely College closure; direct/secondary notification protocols followed.

Due to the nurse's vast responsibilities as part of the institution's COVID-19 protocols, a supporting group of individuals who can assist in this work has been established. These supporting individuals, designated by the president, also represent institutional redundancy that hedges against the nurse's incapacity or unavailability.

For each of the following categories, please address the institution's plans in all Stages (Stage 1, Stage 2, and Stage 3).

Instruction

- *How will instruction be offered and what method and/or modality will be utilized (remote, hybrid, lecture, etc.)?*
- *For in-person courses, how will you ensure the institution is complying with the social distancing and other general safeguarding measures for classrooms?*

- *How will you accommodate faculty and students who are immunocompromised, or at high-risk for COVID-19, or have received a positive diagnosis of COVID-19, and are thus unable to attend classes in-person?*
- *How will you encourage social distancing through signage and layout of classrooms?*
- *How will you ensure high-touch areas and shared surfaces in classrooms are cleaned and sanitized after every use? Note: The Secretary of Higher Education retains authority to grant waivers to degree-granting institutions of higher education on a case-by-case basis to allow in-person instruction beyond that authorized by Paragraph 1 of Executive Order No. 155.*

How will instruction be offered and what method and/or modality will be utilized (remote, hybrid, lecture, etc.)?

The College remains committed to ensuring that faculty members and instructors meet the institution's high academic and educational standards in any instructional format, and that students, wherever they learn, have the opportunity to succeed. The College will also consider the feasibility of practicing safe protocols within an instructional space. The final determining factor for opening classes on campus rests upon the student experience and pedagogy that requires live meetings for optimum education. With these principles in mind, the College plans to offer courses both in-person and online during the summer and fall 2021 semesters.

A return to significant in-person instruction also supports student success, as the shift to online instruction in fall 2020 showed, year-over-year, more students were unable to complete the courses they attempted. Further, more than one-third of current Bergen students indicated they would not return to the College until on-campus learning returned.

Meanwhile, the summer semester will take place largely online/remote as the institution begins to reintegrate and scale up its on-campus offerings. Prior to the pandemic, the College had increased its online/remote learning load to account for nearly 75% of all summer classes offered. Still, the College will use this time to reintegrate personnel and pilot hybrid live formats for the fall 2021 semester.

Also in summer 2021, the College will restart its continuing education kids and teens programs. The program will maintain its entry screening protocols, including temperature checks and #CampusClear app use due to the unvaccinated status of many between 7 and 18 years old. Since the programs will enroll students under the age of 18, their parents and/or guardians will serve as their proxy for the #CampusClear screening.

Remote instruction for faculty and/or students unable to participate in physical, in-person instruction will take the form of online synchronous (time-bound, video conference-based instruction), asynchronous (not time-bound) classes or a combination of the two modalities.

Further, the College will use split schedules and SMART classrooms to convert roughly synchronous courses to a new modality that students can take live or online depending on their preferences. In selecting the courses to receive this treatment, academic affairs will review current synchronous courses and targeted areas where offering a class online has

presented issues to matriculation. For example, if data reveal certain courses see reduced success rates in a virtual format, they will now receive a live component.

To ensure the delivery of high-quality online/remote courses, the College will work with the Center for Innovation in Teaching and Learning to provide faculty members with high quality skills and tools to use within their online courses. Faculty members will utilize learning modules and training tools to gain an understanding of best practices used in online education, with a focus on student engagement and emerging information technology support for online learning.

Operations and classes at the Philip Ciarco Jr. Learning Center in Hackensack and Bergen Community College at the Meadowlands in Lyndhurst will resume as part of the College's scaled reopening with all operations returning to pre-pandemic norms by Aug. 1.

For in-person courses, how will you ensure the institution is complying with the social distancing and other general safeguarding measures for classrooms?

Classrooms and laboratories will enforce best practices suggested by the Centers for Disease Control - especially in light of rapidly changing recommendations. While facilities will retain responsibility for cleaning, sanitizing and disinfecting each classroom, individual faculty members in each classroom will have the responsibility of overseeing the execution of the best practices outlined in this document under "General Safeguarding."

How will you accommodate faculty and students who are immunocompromised, or at high-risk for COVID-19, or have received a positive diagnosis of COVID-19, and are thus unable to attend classes in-person?

The College will not mandate in-person attendance for individuals who have medically documented existing health conditions or who are otherwise high-risk. Individuals who are required to stay at home for medical purposes such as existing health conditions, must provide medical documentation from his or her physician to the Office of Human Resources or Interim Vice President of Student Affairs (depending on their status as faculty/staff or student, respectively), stating such requirements. Additionally, the College will make every effort to facilitate remote work and learning arrangements for immunocompromised individuals.

Students should contact the Interim Vice President of Student Affairs (rchoonoo@bergen.edu) to discuss these concerns.

If an employee cannot work remotely, he or she may request an ADA accommodation, if applicable, or request leave under the Family Medical Leave Act ("FMLA") or New Jersey Family Leave Act ("NJFLA"). Employees may also request to use their accrued leave balances for additional time off. Employees can contact the Office of Human Resources at humanresourcesgroup@bergen.edu to discuss these concerns.

How will you encourage social distancing through signage and layout of classrooms?

With most restrictions now lifted, the College recommends the unvaccinated continue physical distancing.

Meanwhile, the College has planned for substantial signage reinforcing best practices as part of its communication plan available [here](#).

How will you ensure high-touch areas and shared surfaces in classrooms are cleaned and sanitized after every use?

Facilities personnel will clean all areas according to the schedule and best practices outlined within this document. This will also involve the restoration of tables, chairs, and desks to their original configuration. A supervisory custodian will check the furniture and cleanliness of rooms to confirm appropriate cleaning took place.

On-Campus Residential Housing (if applicable)

Bergen Community College does not offer on-campus residential housing.

Libraries and Computer Labs (other facilities as needed)

- *What is your plan for operation of computer labs and libraries?*
- *How will the institution implement social distancing measures and cleaning protocols in these facilities?*
- *How will the institution follow state occupancy restrictions in these facilities and reduce occupancy?*
- *How will the institution clean and disinfect high-touch areas in these facilities, such as computer terminals?*
- *Will the institution utilize curbside pickup for libraries? If so, how will the plan for curbside pickup be implemented?*

What is your plan for operation of computer labs and libraries?

The College will open its computer labs during the summer and fall semesters, including in the Sidney Silverman Library, Pitkin Education Center gym, West Hall and Technology Education Center to provide access to students, faculty and staff during the summer and fall semesters. Each lab will follow these protocols:

- Disinfecting wipes and hand sanitizers will be available in each computer lab and library.
- Plexiglass partitions will provide barriers where social distancing remains difficult.
- One-time use, disposable keyboard and mouse coverings will be provided at each station and users must remove and discard each covering after each session at the computer.
- Users must sanitize keyboards and computer mouse with disinfecting wipes after removing each covering after each session at the computer.
- Facility staff members will adhere to the best practices outlined in this plan, while cleaning the common areas of the library and computer labs at regular intervals.
- Signage will convey information regarding general safeguarding.

The Sidney Silverman Library will continue to offer virtual access, including reference services, Monday through Thursday, 9:00 a.m. to 8:00 p.m. and Friday, 9:00 a.m. to 5:00 p.m. via Bergen.edu/library and curbside pickup.

How will the institution implement social distancing measures and cleaning protocols in these facilities?

In order to protect students and staff on campus, facilities staff will, daily:

- Clean door handles at each entrance and clean restrooms.
- Clean elevators, staircase railings and other common areas.
- Require staff to wear face masks and practice social distancing.
- Ask staff to sanitize shared/personal workspaces, at minimum, at the start and end of their shift (e.g. public desk stations, shared computers).

How will the institution follow state occupancy restrictions in these facilities and reduce occupancy?

With the restrictions now lifted, the College recommends the unvaccinated continue physical distancing.

How will the institution clean and disinfect high-touch areas in these facilities, such as computer terminals?

In addition to cleaning door handles at entrances and staff restrooms, facilities staff will clean elevators, staircase railings and other common areas according to a regular schedule. Staff will wear face masks and practice social distancing. With regard to computer stations, the College will provide one-time use, disposable keyboard and mouse coverings at each station and users must remove and discard each covering after each session at the computer.

Will the institution utilize curbside pickup for libraries? If so, how will the plan for curbside pickup be implemented?

Library staff will offer contactless pickup on Tuesdays and Thursdays from noon to 2 p.m., outside of the student center. The library will adjust its times and days based on the level of support students require as the semester progresses. To obtain materials, students will fill out [this form](#) accessible from Bergen.edu. Turnaround time is usually three (3) business days, but may be extended due to material in quarantine. Students will receive an email or phone call when materials are ready for pickup with instructions for pickup date, time and location. Students, faculty or staff should bring their Bergen ID when picking up, in addition to wearing a face mask and adhering to social distancing. A unique, identifier number containing no personal information will be provided for each sealed bag with the materials.

Research (if applicable)

- *What is the institution's plan for the operation of research & research labs?*
- *How will researchers on campus be informed about this plan?*
- *How will researchers be encouraged to reduce personal contact and engage in social distancing?*
- *What will be the cleaning protocol for research labs and research materials?*

The College is not primarily a research, but teaching, institution. However, the STEM Student Research Center will feature a limited reopening for the summer and fall 2021

semesters, as well as virtual access to some of its resources. This strategy reflects feedback from STEM students and faculty gathered during a town hall forum.

Due to the nature of many projects (mainly those based on computer science and information technology), a virtual environment remains conducive to positive results. However, other projects under the engineering/physical sciences disciplines can greatly benefit from a hands-on approach. As such:

- Research teams will prepare formal requests stating valid reasons and their need to come to campus (access to specialized rooms and equipment, etc.).
- A staggered schedule will be prepared to avoid big groups. Depending on the number of project requesting access to campus, a maximum of two days per week will be designated (Tuesdays and/or Wednesdays) for 12 weeks coinciding with the summer semester.
- A preapproved list of faculty mentors and student researchers will be maintained.
- Designated personnel members will create a virtual intake process for students seeking to use the resources of the center, including an inventory system that will allow student researchers to see the equipment available on specific days.

All work areas will feature plexiglass partitions, disposable technology covers, best practices messaging signage, one-way directional arrows and sanitizing stations.

The cleaning and sanitization of the state-of-the-art equipment at the center does present a challenge to the College's health and safety precautions. Most of the equipment cannot experience a typical "open" or "broad" spraying or cleaning due to technological intricacies. Center staff will work with the managing director of custodial operations to ensure all appropriate safeguards are followed, with special attention to protecting the equipment as well.

STEM staff will ensure compliance with the staggered schedule and all protocols.

Student Services

- *What is the institution's plan for student services?*
- *How will student service departments reduce in-person interactions and implement safeguarding measures, particularly in waiting areas?*
- *How will students, staff and faculty who are immunocompromised, or otherwise in an at risk category, or those with a positive diagnosis, be able to access student services remotely?*

What is the institution's plan for student services?

The College will begin to phase in in-person support services July 6 to specifically enhance enrollment and retention efforts. Among the in-person services provided, the College will offer registration events for the summer and fall semesters and access to critical student services in the main campus one-stop. Safeguarding protocols include the following:

- Plexiglass in front of student service tables to create a barrier between students and staff;
- Hand sanitizing stations throughout the facilities; and

- Safeguarding signage.

As part of the College's phased-in approach, it will:

- Offer all student services online until June 28 since most classes during this session will take place online and not on campus.
- Provide on-campus services beginning July 6 while online services continue. Student service functions such as admissions, registration, financial aid, the bursar, advising/counseling, testing and tutoring will take place in the one stop.
- Beginning Aug. 1 and continuing through the end of the fall semester, all services will become hybrid - with services both on campus and online.

The phased-in approach to scaling up services will also allow the College to mirror this approach with its student services personnel. Employees will be assigned to work by departmental management, though the College will not mandate in-person attendance for individuals who have medically documented existing health conditions or who are otherwise high-risk. Individuals that are required to stay at home for medical purposes such as existing health conditions, must provide medical documentation from his/her physician to the Office of Human Resources stating such requirements.

Additionally, the institution will also offer employees with training modules from the Center for Innovation in Teaching and Learning to increase their capacity for virtual engagement with students. In turn, the College will continue engagement initiatives and technology platforms such as those through Webex, "Front Door" and "Q-Anytime."

Offering such expanded in-person options remains contingent upon the institution's ability to adhere to the safeguarding protocols in this plan and the status of the pandemic.

How will student service departments reduce in-person interactions and implement safeguarding measures, particularly in waiting areas?

Students will be advised to follow the College's health and safety guidelines, though with most restrictions now lifted, the College recommends the unvaccinated continue physical distancing and wear face masks.

How will students, staff and faculty who are immunocompromised, or otherwise in an at-risk category, or those with a positive diagnosis, be able to access student services remotely?

The College will not mandate in-person attendance for individuals who have medically documented existing health conditions or who are otherwise high-risk. Individuals that are required to stay at home for medical purposes such as existing health conditions, must provide medical documentation from his/her physician to the Office of Human Resources or Executive Assistant to the Vice President of Student Affairs (depending on their status as faculty/staff or student, respectively), stating such requirements. Additionally, the College will make every effort to facilitate remote work and learning arrangements for immunocompromised individuals.

Students should contact Interim Vice President of Student Affairs (rchoonoo@bergen.edu) to discuss these concerns.

If an employee cannot work remotely, he or she may request an ADA accommodation, if applicable, or request leave under the Family Medical Leave Act (“FMLA”) or New Jersey Family Leave Act (“NJFLA”). Employees may also request to use their accrued leave balances. Employees can contact the Office of Human Resources at humanresourcesgroup@bergen.edu to discuss these concerns.

Students, faculty, and staff will continue accessing all College administrative and academic systems through the Virtual Desktop Infrastructure (“VDI”) from their personal devices or College-issued computers. Instructions for accessing academic and administrative systems, “how-to” video tutorials for systems, and additional teaching and learning resources can be found [here](#).

Transportation (if applicable)

- *What is the institution’s plan for transportation on campus?*
- *What is the protocol for transporting sick students who may reside on campus to essential appointments?*
- *What additional mitigation strategies will the institution take for shared transportation?*

What is the institution’s plan for transportation on campus?

The institution’s intercampus Paramus-Meadowlands shuttle and van transportation for athletics will remain suspended through the fall semester and prepare for a spring 2022 resumption.

Meanwhile, New Jersey Transit will continue servicing the College throughout summer and fall.

What is the protocol for transporting sick students who may reside on campus to essential appointments?

Not applicable.

What additional mitigation strategies will the institution take for shared transportation?

The College will work with Bergen County government transportation officials and New Jersey Transit to review their protocols for rider safety and make recommendations that impact the well-being of those commuting to the institution.

Public safety officers will sanitize shared vehicles at the end of their daily occupancy.

Dining (if applicable)

- *What is your plan for food service and dining operations, including compliance with health and safety standards, as well as applicable Executive Orders?*
- *If you have on-campus student housing, how will those in isolation/quarantine access dining services?*

- *How will dining employees be trained on appropriate sanitization and social distancing practices and protocols?*
- *How will institutions limit the number of individuals in a single facility, both indoors and outdoors, in accordance with the state occupancy guidelines?*

What is your plan for food service and dining operations, including compliance with health and safety standards, as well as applicable Executive Orders?

The College has worked with its food service vendor, Gourmet Dining Services, LLC, to develop appropriate options for dining for summer and fall 2021. A pilot will be conducted during summer to assess feasibility for operation during fall. On-campus food services will be provided via limited operation of the Dunkin Donuts and “Bergen Pizza” stations located on the ground floor of the Pitkin Education Center. This planned limited operation is consistent with college procedures from prior years due to reduced number of students on campus during the summer. To facilitate transition to reopening food service operation, the pizza station will be limited to “grab and go” items only. Plexiglass and other barriers will be used as appropriate to separate food service staff and patrons.

Gourmet Dining retains responsibility for training food service personnel, and all dining employees will be trained on appropriate sanitization and social distancing practices and protocols, as well as institutional policies and procedures that the College has implemented to mitigate the risk of spreading COVID-19.

Seating capacity will reflect New Jersey’s occupancy guidelines in force at the time of opening, and tables will be appropriately spaced to support social distancing requirements as needed. Dining areas will be appropriately and frequently cleaned and sanitized and will continue to follow safeguarding guidelines which include proper hygiene protocol, including CDC guidance on wearing face coverings.

If you have on-campus student housing, how will those in isolation/quarantine access dining services?

Not applicable.

How will dining employees be trained on appropriate sanitization and social distancing practices and protocols?

All College health, safety, and social distancing guidelines and protocols that apply to College employees will also apply to Gourmet Dining Services contracted personnel when food services open. Further, the College will work with Gourmet Dining Services to ensure that additional training is provided for its staff, as appropriate for the preparation and serving of food. Such training will be required to meet any and all CDC requirements and those of the Bergen County Department of Health Services.

How will institutions limit the number of individuals in a single facility, both indoors and outdoors, in accordance with the state occupancy guidelines?

Dining areas will be cleaned and sanitized on scheduled intervals based on usage. Individuals must adhere to social distancing guidelines.

Study Abroad and International Travel (if applicable)

- *What is the institution's plan for study abroad programs, domestic and international travel?*
- *How will the institution communicate with students and employees regarding changing travel restrictions?*

What is the institution's plan for study abroad programs, domestic and international travel?

The College will resume official travel for students, faculty and staff as part of its phased-in reopening, which includes its study abroad programs and federally funded study abroad scholarships. Students with pending study abroad programs or interest in studying abroad should contact the program's coordinator, who will then contact the vice president of academic affairs to discuss their options for future opportunities.

Meanwhile, the College will continue to monitor federal changes regarding the hosting of F-1 visa international students, whose attendance declined from 175 to 3 during the pandemic. Given the tenuous state of affairs for this cohort, the College will seek to identify those students who remain close to finishing their academic programs and actively seek to enroll them if at all possible.

The institution will require that students, faculty and staff travelling for personal or non-College business follow federal, state and College guidelines pertaining to their return to the U.S., state and institution – as found [here](#) (federal) and [here](#) (state). Additionally, the institution has prepared a templated memo regarding expectations for behavior during self-directed travel, as it relates to returning to the College.

How will the institution communicate with students and employees regarding changing travel restrictions?

The institution has adopted a comprehensive communication plan that outlines specific tactics to reach students, faculty, staff and the general public, tailoring information to each audience. This plan includes the use of official College channels such as email, social media and Bergen.edu. (Visit [here](#) for the complete plan). These communications will feature information on international travel as changes to the existing status occur.

Athletics (if applicable)

- *What is the institution's plan for resumption of athletic programs on campus?*
- *What is the institution's protocol for mandating frequent screening and testing for coaching staff and student-athletes?*
- *What are the written protocols for student-athlete and staff orientation/trainings regarding the transmission of COVID-19 and the handling of high-touch items?*
- *How will the institution limit equipment-sharing?*
- *How will the institution ensure team meetings are socially distanced with general safeguarding protocols?*
- *What is the institution's quarantine/isolation protocol for student-athletes who have tested positive for COVID-19, come into contact with those who have tested positive, or who have developed symptoms?*

- *How will the institution limit nonessential visitors, staff, volunteers, vendors, and media?*
- *How will student-athletes and athletic staff be educated on policies and protocols prior to arrival on campus?*
- *What are the institution's protocols for traveling for games or hosting teams in competition?*
- *How will the institution work with local, state, and conference partners to ensure the safety of student-athletes, employees, and other athletic stakeholders? If you submitted a plan to your conference, please share as an attachment.*

What is the institution's plan for resumption of athletic programs on campus?

The College will require vaccinations of student-athletes, coaches and athletics department staff to limit their risk of serious illness and to eliminate most safeguarding protocols associated with close-contact activities.

Additionally, student-athletes can participate in fall 2021 sports provided they have met the institution's existing medical, academic and eligibility standards and agree to sign a pledge that commits themselves to acting and behaving responsibly before returning to campus. This pledge is included within the College's required SafeColleges training. (See Appendix C for the pledge). Students who fail to adhere to the College's health and safety guidelines may be subject to disciplinary action, up to and including, suspension. Reports of noncompliance can be securely submitted [here](#).

What is the institution's protocol for mandating frequent screening and testing for coaching staff and student-athletes?

Due to the vaccination requirement of student-athletes, coaches and athletics department staff, the College will no longer require these protocols.

What are the written protocols for student-athlete and staff orientation/trainings regarding the transmission of COVID-19 and the handling of high-touch items?

In addition to completing training through the SafeColleges web-based platform that provides safety and compliance training for all on-campus students, the College's reopening coordinator has developed a comprehensive outreach and awareness plan to engage student-athletes regarding the protocols outlined in this document.

How will the institution limit equipment-sharing?

Due to the vaccination requirement of student-athletes, coaches and athletics department staff, the College will no longer require these protocols.

How will the institution ensure team meetings are socially distanced with general safeguarding protocols?

Due to the vaccination requirement of student-athletes, coaches and athletics department staff, the College will no longer require these protocols.

What is the institution's quarantine/isolation protocol for student-athletes who have tested positive for COVID-19, come into contact with those who have tested positive, or who have developed symptoms?

Due to the vaccination requirement of student-athletes, coaches and athletics department staff, the College will no longer require these protocols.

How will the institution limit nonessential visitors, staff, volunteers, vendors, and media?

Attendees will abide by all general safeguarding measures outlined within this document, including wearing face masks while on campus.

How will student-athletes and athletic staff be educated on policies and protocols prior to arrival on campus?

As previously noted within the “Athletics” subsection, student-athletes will receive training through the #SafeColleges web-based platform, information from the athletics administration and continued awareness items distributed by the reopening coordinator.

What are the institution’s protocols for traveling for games or hosting teams in competition?

Due to the vaccination requirement of student-athletes, coaches and athletics department staff, the College will return to offering shared transportation to away games.

How will the institution work with local, state, and conference partners to ensure the safety of student-athletes, employees, and other athletic stakeholders? If you submitted a plan to your conference, please share as an attachment.

The College has continually monitored the progression of COVID-19 and sought guidance from federal, state, county and College health officials. Prior to resuming athletic competition, College leaders also sought the input of the institution’s reopening taskforce, the reopening taskforce athletics subcommittee and student-athletes.

Additional Information? (Optional)

If your institution would like to provide additional information about the restart plan or other campus areas not listed above, please include here. This may include, but is not limited to, such items as adjusted academic calendars or plans for extracurricular activities.

Execution and Compliance of Plan

To implement the protocols and procedures contained within this reopening plan, the College has designated Dr. Larry Hlavenka Jr., as the College’s Reopening Coordinator. Dr. Hlavenka, designated by the president and appointed by the College’s Board of Trustees, has been tasked with the responsibility of monitoring real-time compliance of all reopening protocols and procedures. As the College progresses through the pandemic and implements vital reopening plans and policies, Dr. Hlavenka will subsequently update and review the plan to ensure the best practices and policies are being delivered to students and employees of the College. To ensure community input and involvement from all members of the institution, the Coordinator will provide updates to the reopening task force, president, executive team and trustees. The coordinator also serves as the point-of-contact for inquiries regarding the plan’s execution and is open to feedback and input from the College community regarding same.

On-Campus Attendance/Invited Guests/On-Campus Activities and Events

Visitors to Campus

All visitors are subject to adhering to the College's safeguarding protocols outlined in this document.

Community Use of Facilities

The institution will continue to host community events during the summer and fall semesters. Community groups seeking to use the College's space should contact Managing Director of Events Planning, Tracy Miceli, at tmiceli@bergen.edu to discuss their interests. All groups will need to adhere to the College's general safeguarding protocols. Events will be considered through December 2021. Outdoor, small, revenue-producing, "public good" and federal/state/county/local government events are the category of events likely to be considered by the College.

Employees

Members of the institution's workforce will begin a phased-in approach to returning to campus July 6 and resume their pre-pandemic schedules August 1.

On-Campus Events

College sponsored and organized events, as well as events sponsored by student organizations (e.g. co-curricular/extracurricular activities), will be reviewed in advance to ensure they conform to all necessary health guidelines and protocols and that a plan for proper College and/or student staffing is in place for the event.

Contractors

All contractors working on campus must have an on-call I.D. and are expected to comply with all College health and safety requirements.

Emergency Management Plan

In response to the COVID-19 pandemic, and to prepare for future public health crises, the College will add a section on pandemic best practices and protocols to its emergency management plan by the end of the fall 2021 semester.

Bookstore

Access to course-related materials represents a necessary component of a successful semester. The College has worked with Follett Corporation, its contracted bookstore operator, to support this critical need. Bookstore personnel are subject to the same screening procedures as students and College personnel. This screening procedure is in addition to any protocols implemented by the vendor.

Follett retains responsibility of training all bookstore staff on the operating procedures and safety protocols necessary to ensure compliance with CDC guidelines.

The bookstore will provide three types of access to their materials: online orders with shipping; online orders with curbside pickup; and in-person shopping/exchanges.

Child Development Center

The Child Development Center has developed health and safety guidelines consistent with COVID-19 protocols required by the New Jersey Department of Health and the New Jersey Department of Children and Families. For complete details on the early learning facility's operating plan, please visit [here](#).

Appendix A

Classroom Notification Process

When the College receives notice of a confirmed case of COVID-19 that may involve a student in your class, the following script shall be used to inform you of the positive case. As found below, students will be required to quarantine for a ten (10) day period. Fully vaccinated students with no COVID-like symptoms who present documentation of their vaccination to the College's Health Services do not need to quarantine or be tested following an exposure. Individuals are considered fully vaccinated for COVID-19 ONLY if it has been at least two weeks after they received the second dose in a two-dose series or at least two weeks after they received a single-dose vaccine up to 90 days after receiving the respective doses.

POSITIVE COVID-19 CASE CONFIRMED

As we are all aware, the country, and the state of New Jersey, is continuously fighting and protecting its residents from the spread of COVID-19. Bergen Community College and its employees have taken aggressive steps to limit the threat of COVID-19. However, the virus has remained a threat to our community and will continue to do so for the foreseeable future.

Unfortunately, a positive case of COVID-19 has been reported in your class. The confirmation was received on DATE OF CONFIRMED CASE. We understand that this news may be difficult for you to digest, as it is unfortunate news for us to convey, and impacts us all, as a school and as a community. We are not able to share personally-identifiable information regarding any student. As of today, TODAY'S DATE, we are aware of the following information:

- On DATE, a student in your class notified us of their positive test result for COVID-19.
- It has been X days since the student was last in contact with staff and/or students in your class and at the College.
- The individual involved has been asked to stay home and quarantine for ten (10) days.

Due to this potential exposure, the College requires you to stay home from school and quarantine for ten (10) days from DATE OF LAST EXPOSURE. During this time, your class will shift to remote instruction. Please take note of any symptoms associated with COVID-19 during the quarantine period. COVID-19 symptoms can include, but are not limited to, fever, cough, shortness of breath, sore throat, headache, diarrhea, vomiting and abdominal pain. Not everyone will get any or all of these symptoms. The safety and well-being of our students and staff is our top priority, and to reduce the risk of transmission within the Campus community, it is imperative that we adhere to the College's request to self-quarantine until further notice.

Fully vaccinated students with no COVID-like symptoms who present documentation of their vaccination to the College's Health Services do not need to quarantine or be tested following an exposure. Individuals are considered fully vaccinated for COVID-19 ONLY if it has been at least two weeks after they received the second dose in a two-dose series or at least two weeks after they received a single-dose vaccine up to 90 days after receiving the respective doses.

Please know that Bergen Community College is coordinating closely with public health officials, and following CDC, state, and local health department guidelines in order to assure the health and

safety of our community. In doing so, the College has taken the following steps in response to the confirmed case:

- The College has contacted and is working closely with the Bergen County Department of Health Services and its public health officials.
- The College has contacted all person(s) who were in close contact with the individual.
- The College has notified all students and staff that may have been in contact with the student.
- The College immediately launched a deep cleanse and sanitization of all open facilities at the campus.

We understand the level of concern that is involved in a confirmed COVID-19 case and encourage all students to continue following the Centers for Disease Control & Prevention promoted safeguards, such as:

- Staying home when sick;
- Washing hands often with soap for at least 20 seconds;
- Wearing a face mask when stepping out of your home;
- Covering coughs and sneezes and properly disposing of tissues;
- Limiting close contact with individuals who are sick and not sharing food, drinks and utensils;
- Practicing social distancing (staying at least 6 feet apart); and
- Continuing to monitor your health for symptoms relating to COVID-19.

The College will continue to monitor the situation and stay in close communication with all students. As more information becomes available, the College will notify students of the College's continuation of class. We appreciate your support and cooperation - should you have any questions or concerns about this situation, please feel free to contact Brock Fisher, Vice-President, Academic Affairs at bfisher1@bergen.edu or by phone at (201) 879-3046.

Appendix B

Employee Notification Script

When notified of a confirmed case of COVID-19 involving a student or employee, the following script shall be used to inform EMPLOYEES of the positive COVID-19 case and the employee's requirement to quarantine for the next ten (10) days. Fully vaccinated employees with no COVID-like symptoms who present documentation of their vaccination to the Office of Human Resources and Employee Relations do not need to quarantine or be tested following an exposure. Individuals are considered fully vaccinated for COVID-19 ONLY if it has been at least two weeks after they received the second dose in a two-dose series or at least two weeks after they received a single-dose vaccine up to 90 days after receiving the respective doses.

POSITIVE COVID-19 CASE CONFIRMED

As we are all aware, the country, and the state of New Jersey, is continuously fighting and protecting its residents from the spread of COVID-19. Bergen Community College has taken aggressive steps to limit the threat of COVID-19. However, the virus has remained a threat to our community and will continue to do so for the foreseeable future.

Unfortunately, a positive case of COVID-19 has been reported on our campus. The confirmation was received on DATE OF CONFIRMED CASE. We understand that this news may be difficult for you to digest, as it is unfortunate news for us to convey, and impacts us all as a school and as a community. We are not able to share personally-identifiable information regarding the individual's health. However, as of today, TODAY'S DATE, we are aware of the following information:

- On DATE, an individual within the College community has notified us of their positive test result for COVID-19.
- It has been days since the individual was last in contact with staff and/or students at the College.
- The individual involved has been asked to stay home and quarantine for ten (10) days.

To combat the potential exposure that may be involved, the Office of Human Resources has worked in conjunction with the College Nurse and Bergen County Department of Health Services to determine whether you or any other employees should be required to quarantine. The College has determined that you may have been exposed and will thus require you to stay home, work remotely and quarantine for ten (10) days from the last date of exposure, DATE OF LAST EXPOSURE. Please take note of any symptoms associated with COVID-19 during the quarantine period. COVID-19 symptoms can include, but are not limited to, fever, cough, shortness of breath, sore throat, headache, diarrhea, vomiting and abdominal pain. Not everyone will get any or all of these symptoms. The safety and well-being of our community is our top priority, and to reduce the risk of transmission within the Campus community, it is imperative that we adhere to the College's request to self-quarantine until further notice.

Fully vaccinated employees with no COVID-like symptoms who present documentation of their vaccination to the Office of Human Resources and Employee Relations do not need to quarantine or be tested following an exposure. Individuals are considered fully vaccinated for COVID-19 ONLY if it has been at least two weeks after they received the second dose in a two-dose series

or at least two weeks after they received a single-dose vaccine up to 90 days after receiving the respective doses.

Please know that Bergen Community College is coordinating closely with public health officials, and following CDC, state, and local health department guidelines in order to assure the health and safety of our community. In doing so, the College has taken the following steps in response to the confirmed case:

- The College has contacted and is working closely with the Bergen County Department of Health Services and its public health officials.
- The College has contacted all person(s) who were in close contact with the individual.
- The College has notified all students and staff that may have been in contact with the individual.
- The College immediately launched a deep cleanse and sanitization of all open facilities at the campus.

We understand the level of concern that is involved in a confirmed COVID-19 case and encourage all employees to continue following the Centers for Disease Control & Prevention promoted safeguards, such as:

- Staying home when sick;
- Washing hands often with soap for at least 20 seconds;
- Wearing a face mask when stepping out of your home;
- Covering coughs and sneezes and properly disposing of tissues;
- Limiting close contact with individuals who are sick and not sharing food, drinks and utensils;
- Practicing social distancing (staying at least 6 feet apart); and
- Continuing to monitor your health for symptoms relating to COVID-19.

The College will continue to monitor the situation and stay in close communication with all students and employees. As more information becomes available, the College will notify employees of their expected return to work on campus. We appreciate your support and cooperation - should you have any questions or concerns about this situation, please feel free to contact Benefits Administrator Janet Doyle at (201) 447-7442 or humanresourcesgroup@bergen.edu.

Appendix C

COVID-19 Student Pledge

As we gradually transition back into a limited in-classroom experience during the current and ongoing COVID-19 pandemic, Bergen Community College (the “College”), its students and employees must acknowledge the responsibility that we all share. Every member of our community, including you, must strictly follow fundamental public health requirements and measures as provided by the Centers for Disease Control (“CDC”), the New Jersey Department of Health and Bergen Community College. Such guidelines and precautions are necessary to encourage the health, safety and well-being of all. Our return to campus is fragile and could be brief, however, its success and the risk associated with our return may be mitigated if each of us do our part and share our community responsibility.

In doing so, the College is requiring your active participation in mitigating the risk of spreading the virus in our community. The College is implementing the College’s Reopening Plan, which includes prevention and mitigation measures that include, but are not limited to health screening and testing, social distancing, use of face-masks, hygiene, and when necessary, isolation and quarantine. Failure to abide by the College’s mitigation measures as stated in the following section may subject you to disciplinary action, including suspension or expulsion from the College:

- Honor the College’s physical distancing requirements that have been established in classrooms, laboratories, restrooms, common areas and other campus locations, and all gatherings on campus; continue to maintain a physical distance in all other context off-campus that also requires distancing;
- Wear face masks at all times in campus buildings, on campus and outdoors when you cannot maintain a social distance of six-feet from others, and wherever state or local laws require you to do so;
- Fully and candidly cooperate in contact tracing procedures such as when requested to do so by the College or other contact tracers, and sharing information to help identify those who may have been exposed to the virus;
- If you test positive and must self-isolate, or are identified as a close contact to someone who has tested positive and must self-quarantine, explicitly follow the College’s instructions; and
- Comply with the College’s Reopening Plan and follow guidance from the College and other authorities regarding signage, postings, emails, and other notifications.

The College also provides the following important guidelines:

- Self-quarantine for at least five (5) days prior to your arrival on campus³;
- If you test positive at a location away from campus, including in a different state, immediately contact the College to notify us;
- Scrupulously follow good hand hygiene practices;
- Whenever you are feeling ill, stay home, and seek medical care; and
- Rigorously restrict your travel to only travel that is necessary.

³ The self-quarantine guideline will be used for the spring 2021 semester and for stage 3, but not for the fall 2020 semester.

Carefully read the following statement. You must acknowledge that you understand what the statement says as it is very important.

Acknowledgment

I acknowledge that the Centers for Disease Control, the State of New Jersey, and Bergen Community College have issued rules and precautions that may, or may not, be effective in mitigating the spread of COVID-19, and that it is my responsibility to follow these and other directives to protect myself and others from the substantial risks posed by this virus. Even with the mitigating steps that the College has taken to reduce the risk of transmission, and in consideration of my compliance with this Agreement and other precautionary measures that I have taken, I acknowledge that Bergen Community College cannot prevent the risks of exposure to COVID-19 that may result from attending Bergen Community College or participating in College activities.

I acknowledge that the Bergen Community College Code of Conduct outlines sanctions, including suspension or expulsion from the College, that may be imposed should I fail to comply with reasonable directives from the College or other public health officials, including the requirements stated above. I affirm that I will deliberately engage in practices that discourage the spread of coronavirus.

I understand that I must contact Dr. Ralph Choonoo, Interim Vice President of Student Affairs (rchoonoo@bergen.edu), if I have a medical or other condition that may affect my ability to adhere to the commitments stated above, and that reasonable accommodations will be considered on an individual case-by-case basis.

If, at any point, I am unable to sustain these commitments to my fellow students and our community, I shall remove myself from the campus and continue the semester remotely. If I do not choose to take this step, I understand that I have forfeited the privilege of remaining on campus, and that the College may, in the interest of the public health and safety, take administrative action to prohibit me from participating in any in-person campus class or activity. I recognize that I may forfeit my opportunity to continue as a student at Bergen Community College if I fail to honor these critically important public health considerations with the sincere and earnest spirit in which they are expressed.

I have not relied on representations or warranties from any party related to the College, including any officer, employee, agent, volunteer, or student, regarding the safety of, or the risks of, returning to campus. I have relied instead on my own judgment as to whether to undertake the risks.

Finally, I understand that I am exempt from the terms of this Agreement if I am enrolled in an entirely remote learning experience and will not be on any Bergen Community College campus. However, I acknowledge that should I visit or attend any Bergen Community College class or campus or surrounding areas for any reason and for any period of time during this ongoing pandemic, all terms and expectations of this Agreement will apply to me.

Student Name Print _____ Date _____

Student Signature _____

Appendix D

Key Contacts

Reopening Coordinator	(201) 689-7057
V.P. of Academic Affairs	(201) 879-3046
Interim V.P. of Student Affairs	(201) 879-7991
College Nurse	(201) 447-9257
Public Safety	(201) 447-9200
Human Resources	(201) 447-7442
Technology Support Desk	(201) 447-7109
Sidney Silverman Library	(201) 447-7970



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BOARD OF TRUSTEES ACTION P1
Approval Date: July 6, 2021

Resolution

Extended Reappointment: Grant

Submitted By

Dr. Eric M. Friedman, President

Ms. Yvette Aviles, Assistant Director of Human Resources

Action Requested

To approve the extended reappointment of the following individuals:

<u>Name</u>	<u>Position/Division</u>	<u>Salary</u>	<u>Effective Date</u>
Luis De Abreu	Program Director (STEM)	\$78,413.05 (pro-rated)	10/1/21
Matthew Greene	Academic Counselor (STEM)	\$50,000.00 (pro-rated)	10/1/21
Randi Greene	Financial Literacy Coordinator (STEM)	\$51,000.00 (pro-rated)	10/1/21
Jacqueline Stoddart	Academic Counselor (STEM)	\$50,000.00 (pro-rated)	10/1/21
Majeda Sultana	Academic Counselor (STEM)	\$51,000.00 (pro-rated)	10/1/21

Justification

To continue the appointment of the above-mentioned individuals in grant-funded positions until the potential approval of a new STEM grant to replace the existing STEM grant. This extension is for a period of six months, not to exceed the end of March 2022.

Charge To: Grant Funds (STEM) / Grant Funds (HEERF)

Account Number:



BOARD OF TRUSTEES ACTION P2
Approval Date: July 6, 2021

Resolution

Correction - Reappointment: Professional Staff

Submitted By

Dr. Eric M. Friedman, President
Dr. Brock Fisher, Vice President, Academic Affairs
Dr. Larry Hlavenka, Executive Director, Public Relations & Community and Cultural Affairs
Mr. Ronald Spaide, Chief Information Officer
Dr. Ralph Choonoo, Interim Vice President, Student Affairs
Ms. Yvette Aviles, Assistant Director of Human Resources

Action Requested

To correct the personnel listed below who were incorrectly listed in the June 2021 board document.
The personnel below per the contract are two-year appointments.

Name

Francesco Cicero
Gregory Fenkart
Christopher Maccarrone
Lynne Mandel
James Quimby
Jennifer Sansevere
William Smith
Saikheen Wong

Position

Technical Support Specialist II
Coordinator – Student Development
System Administrator I
Financial Aid Specialist
Manager Media Tech
Coordinator, Office of Special Services
Academic Lab Supervisor
System Administrator II

Justification

Reappointment per Article XII, Section 6 of the Professional Staff Collective Bargaining Agreement



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BOARD OF TRUSTEES ACTION P3
Approval Date: July 6, 2021

Resolution

Approve: Leave of Absence/Support Staff

Submitted By

Dr. Eric M. Friedman, President

Mr. Christopher Talmo, Managing Director, Custodial Operations

Ms. Yvette Aviles, Assistant Director of Human Resources

Action Requested

To approve an unpaid leave of absence per NJ FMLA guidelines, for the following individual from the position listed below, effective dates as indicated:

<u>Name</u>	<u>Position/Division</u>	<u>Effective Date</u>
Ronald Barker	Custodian/Buildings and Grounds	06/07/21 (retroactive)

Justification

Medical Leave



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BOARD OF TRUSTEES ACTION P4
Approval Date: July 6, 2021

Resolution

Approve: Leave of Absence/Support Staff

Submitted By

Dr. Eric M. Friedman, President

Mr. Christopher Talmo, Managing Director, Custodial Operations

Ms. Yvette Aviles, Assistant Director of Human Resources

Action Requested

To approve an unpaid leave of absence per NJ FMLA guidelines, for the following individual from the position listed below, effective dates as indicated:

<u>Name</u>	<u>Position/Division</u>	<u>Effective Date</u>
Paul Ferguson	Custodian/Buildings and Grounds	06/16/21 (retroactive)

Justification

Medical Leave



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BOARD OF TRUSTEES ACTION P5
Approval Date: July 6, 2021

Resolution

Approve: Return from Leave of Absence/Support Staff

Submitted By

Dr. Eric M. Friedman, President

Mr. Christopher Talmo, Managing Director, Custodial Operations

Ms. Yvette Aviles, Assistant Director of Human Resources

Action Requested

To approve the return from a Leave of Absence, without pay, for the following individual from the position listed below, effective date as indicated:

<u>Name</u>	<u>Position/Division</u>	<u>Salary</u>	<u>Effective Date</u>
Rashid Darrisaw	Custodian / Buildings and Grounds	\$32,111.76 (pro-rated)	06/07/2021 (retroactive)

Justification

Return from Medical Leave



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BOARD OF TRUSTEES ACTION P6
Approval Date: July 6, 2021

Resolution

Retirement: Faculty

Submitted By

Dr. Eric M. Friedman, President
Dr. Brock Fisher, Vice President, Academic Affairs
Ms. Yvette Aviles, Assistant Director of Human Resources

Action Requested

To approve the retirement of the following individuals:

<u>Name</u>	<u>Position/Rank/Department/Division</u>	<u>Hire Date</u>	<u>Effective Date</u>
Jon A. Yasin	Professor/English Basic Skills / Humanities	09/01/88	07/01/21 (retroactive)

Justification

Retirement



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BOARD OF TRUSTEES ACTION P7
Approval Date: July 6, 2021

Resolution

Resignation: Professional Staff

Submitted By

Dr. Eric M. Friedman, President
Dr. Ralph Choonoo, Interim Vice President, Student Affairs
Ms. Yvette Aviles, Assistant Director of Human Resources

Action Requested

To approve the resignation of the following individual:

<u>Name</u>	<u>Position/Division</u>	<u>Hire Date</u>	<u>Effective Date</u>
Kevin Bonomolo	Resource Accommodation Specialist / Office of Specialized Services / Student Affairs	10/23/17	07/08/21

Justification

Resignation



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BOARD OF TRUSTEES ACTION P8
Approval Date: July 6, 2021

Resolution

Resignation: Grant Funded Staff

Submitted By

Dr. Eric M. Friedman, President

Dr. Brock Fisher, Vice President, Academic Affairs

Ms. Yvette Aviles, Assistant Director of Human Resources

Action Requested

To approve the resignation of the following individual:

<u>Name</u>	<u>Position/Division</u>	<u>Hire Date</u>	<u>Effective Date</u>
Iqra Shabbir	Supplemental Instruction Coordinator / STEM / Academic Affairs	12/04/19	07/01/21

Justification

Resignation



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BOARD OF TRUSTEES ACTION P9
Approval Date: July 6, 2021

Resolution

Approving an Amendment to the employment contract authorized by the Board of Trustees on December 1, 2020 with Eric M. Friedman, Ph.D., as President of Bergen Community College.

Submitted By

Personnel Committee

Action Requested

To approve an Amendment to the employment contract with Eric M. Friedman, Ph.D., as President of Bergen Community College, to clarify the use of College vehicle provided for business use only.

Justification

An amendment to the President's employment contract is required to clarify that "business use" only of the College vehicle includes use of the vehicle for travel from and to the College by the President from his residence, consistent with the intent of prior employment agreements with former College Presidents.

**AMENDMENT TO AGREEMENT TO EMPLOY COLLEGE PRESIDENT
BY AND BETWEEN
ERIC M. FRIEDMAN, PH.D. AND BERGEN COMMUNITY COLLEGE**

THIS AMENDMENT TO THE AGREEMENT TO EMPLOY COLLEGE PRESIDENT (the "Amendment") is made as of the _____ day of _____, 2021 ("Effective Date") between **BERGEN COMMUNITY COLLEGE**, a public body corporate and politic of the State of New Jersey, having its administrative offices at 400 Paramus Road, Paramus, New Jersey 07652 (the "College") and **ERIC M. FRIEDMAN, PH.D.**, residing at "President").

R E C I T A L S:

WHEREAS, by resolution dated December 1, 2020, the Board of Trustees of Bergen Community College agreed to employ Eric M. Friedman, Ph.D., as President commencing on January 1, 2021, and authorized an employment agreement entitled, "Agreement to Employ College President" (the "Agreement"); and

WHEREAS, among other things, the Agreement contained a provision at Paragraph 4(i) thereof authorizing the use of a College vehicle by the President for "College business" only; and

WHEREAS, the limitation on use for "College business" only was intended to include use of the College vehicle for travel from and to the College by the President from his residence, consistent with the intent in prior employment agreements with former College Presidents; and

WHEREAS, to eliminate any doubt regarding such use in this regard, the parties desire to amend the Agreement to provide clarity regarding the President's use of the College vehicle,

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. That Paragraph 4(i) of the Agreement is hereby amended and supplemented as follows:

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, which shall include travel by Dr. Friedman to and from his residence as needed. Dr. Friedman shall be responsible for any reportable compensation as applicable under the provisions of the Internal

Revenue Code and Regulations adopted thereunder. Dr. Friedman shall be reimbursed for gasoline used for the College vehicle through the submission of receipts at the end of each month.

2. Except as expressly modified by this Amendment, all terms and conditions of the Agreement to Employ College President, authorized and approved by the Board of Trustees by Resolution dated December 1, 2020, remain unchanged and in full force and effect.

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

ATTEST:

Board of Trustees of
Bergen Community College

Dorothy Blakeslee, Chairperson

WITNESS:

Eric M. Friedman, Ph.D.



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BOARD OF TRUSTEES ACTION S/F 1

Approval Date: July 6, 2021

Resolution

To award Public Bid P-2318 Gymnasium Floor Refinishing to Classic Floor Finishing, Inc.

Submitted By

Dr. Eric M. Friedman, President
Mr. Wilton Thomas-Hooke, Managing Director of Finance
Mr. Michael Hyjeck, Managing Director, Physical Plant
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Award Public Bid P-2318 Gymnasium Floor Refinishing in the amount of \$40,100.00 to Classic Floor Finishing, Inc.

Justification

The gymnasium floor requires refinishing to maintain performance and safety standards and meet current NCAA regulations.

A total of twelve (12) companies registered for bid packages and three (3) bids were received.

The following bids were received:

Classic Floor Finishing, Inc.	\$40,100.00
Mathusek Incorporated	\$57,780.00
Jack Devine Gym Floor Restorations	\$61,750.00

Charge to:	Chapter 12
Account:	20-00-116500-604238
Total:	\$40,100.00



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BOARD OF TRUSTEES ACTION S/F 2
Approval Date: July 6, 2021

Resolution

To award professional services to RSC Architects for the preparation of plans and specifications for the Lyndhurst location elevator # 2 hydraulic piston removal and replacement.

Submitted By

Dr. Eric M. Friedman, President
Mr. Wilton Thomas-Hooke, Managing Director of Finance
Mr. Michael Hyjeck, Managing Director, Physical Plant
Ms. Barbara Golden, Director, Purchasing and Services
Mr. Robert P. Coane, Director, Campus Planning and Improvement

Action Requested

Authorization to pay \$5,500.00 including direct costs to RSC Architects for the preparation of plans and specifications for the Lyndhurst location elevator # 2 hydraulic piston removal and replacement.

Justification

The Lyndhurst location elevator # 2 hydraulic piston is leaking. In order to restore elevator function, the piston needs to be removed and replaced.

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: TBD

Account Number: TBD