

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

**Tuesday, October 2, 2018 – 5:00 p.m.**

**Meadowlands Campus – Conference rooms 504 and 505**

- I. Call to Order
- II. Open Public Meetings Act Statement
- III. Roll Call
- IV. Pledge of Allegiance
- V. Reports
  - A. Vice Chairman
  - B. Secretary
  - C. Treasurer
  - D. President
    - ❖ Presentation: One Year Later: 2016 Graduate Follow-Up Survey Results  
Dr. Tonia McKoy, Managing Director, Institutional Research Center for Institutional Effectiveness
    - ❖ Presentation: Annual Security Report  
Mr. William Corcoran, Vice-President, Facilities Planning, Operations and Public Safety
- 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. Chairperson
- VI. Unfinished Business/Board Members
- VII. New Business/Board Members
- VIII. Open to the Public
- IX. Actions
  - A. Approval of Minutes: September 4, 2018
  - B. Consent Agenda: Tuesday, October 2, 2018

**Consent Agenda**  
**October 2, 2018**  
**Page Two**

- X. Executive Session, if required  
(New Business/Open to the Public)
  
- XI. Adjournment

## **CONSENT AGENDA**

**Tuesday, October 2, 2018**

**Meadowlands Campus – Conference Rooms 504 and 505**

**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 MINUTES: September 4, 2018**

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

1. Approval of Legal Vouchers – DeCotiis, FitzPatrick, Cole & Giblin, LLP.
2. Approval of Labor Invoice – Eric M. Bernstein & Associates, L.L.C.
3. To authorize a purchase from Aspire Technology Partners, LLC for 10 APC Uninterruptible Power Systems (UPS) to replace aging models with failing batteries.
4. Authorization to pay annual E-Commerce Volume Fee to Ellucian. The E-Commerce fee is a percentage fee charged per dollar to the college for all online financial transactions.
5. To approve payment for advertisements in North Jersey Media Group/Gannett publications for registration, open house, theatre, human resources recruitment and public notices.
6. To authorize payment to Aspire Technology Partners, LLC for an assessment to cover the functional and technical aspects of the college's VoIP Telephony System.
7. To authorize payment to FAS for financial aid consulting services needed to assist the college with its response to a Federal Program Review.

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

1. Authorize acceptance of a grant award (# P031C160154) for the Hispanic Serving Institution (HSI) Science, Engineering, Mathematics, and Technology (STEM) *STEMatics* grant project from the US Department of Education in the amount of \$1,129,882.00 for year 3 of a 5 year project, and authorize President Michael D. Redmond, or his designee, to execute required documents.
2. Authorize participation in a partnership with The National CyberWatch Center (NCC) to submit a model cyber-apprenticeships grant proposal to the US Department of Labor Employment and Training Administration (DOL ETA), and to authorize President Michael D. Redmond, or his designee, to execute required documents.
3. Authorize Bergen Community College to serve as lead agency for a New Jersey Health Professions Consortium submission of a health occupation apprenticeship grant in an amount not to exceed \$12,000,000.00 to the US Department of Labor Employment and Training Administration (DOL ETA), and to authorize President Michael D. Redmond, or his designee, to execute required documents.
4. Authorize participation in a state-wide partnership with lead agency County College of Morris to submit an Advanced Manufacturing Scaling Apprenticeships grant proposal to the US Department of Labor Employment and Training Administration, and to authorize President Michael D. Redmond, or his designee, to execute required documents.

**Consent Agenda**  
**October 2, 2018**  
**Page Two**

5. Authorize submission of a grant proposal to the National Science Foundation's Advanced Technological Education program to support the education of technicians in the high-technology field of cybersecurity in the amount of \$300,000.00, and to authorize President Michael D. Redmond, or his designee, to execute required documents.
6. To authorize submission of an amended Perkins FY 2019 spending plan in the amount of \$598,502.00 to the State of New Jersey Department of Education, and to authorize President Michael D. Redmond, or his designee, to execute required documents.
7. To authorize renewal of award agreement for evaluation consulting services to Group i & i Consultancy, LLC for year 4 of the Transition Program for Students with Intellectual Disabilities (TPSID) Grant awarded to the College by the U.S. Department of Education, Grant Award # P407A150069.
8. Authorize renewal of award agreement for consulting and evaluation services to Educational Policy Institute for year three of the Hispanic Serving Institution (HSI) Title V Pathway Scholars Program grant awarded to the College by the U.S. Department of Education, Grant Award #P031S160134.
9. To authorize renewal of award agreement for evaluation consulting services to Group i & i Consultancy, LLC for year 3 of the Hispanic Serving Institution (HSI) Science, Engineering, Mathematics and Technology (STEM) STEMatics grant project awarded to the College by the U.S. Department of Education, Grant Award #P031C160154.
10. Approve a plan for an Early Career Program for North Arlington High School to be offered at Bergen Community College at the Meadowlands.
11. Authorize acceptance of a grant award (P031S160134) for the Hispanic Serving Institution Title V Pathways Scholars Program from the U.S. Department of Education in the amount of \$524,115.00 for year three of a five-year project, and authorize President Michael D. Redmond, or his designee, to execute required documents.
12. Authorize the purchase of an online Professional Development Certification Program for faculty working with Title V Grant students from The Association of College and University Educators (ACUE) at a cost of \$75,000 per year for each of three years, and authorize President Michael D. Redmond, or his designee, to execute required documents.
13. Authorize submission of an application for a Musical Explorers Series grant in the amount of \$4,000.00 from the Bergen County Department of Parks Division of Historic and Cultural Affairs 2019 Bergen County Arts Grant Program, and to authorize President Michael D. Redmond, or his designee, to execute required documents.
14. Authorization to amend the Early College Memorandum of Understanding to address the issue of out-of-county and out-of-state schools that may want to participate.

**INSTITUTIONAL (I)**

1. Authorizing a professional services agreement with Cooley LLP, whose address is 1299 Pennsylvania Avenue NW, Suite 700, Washington, DC 20004 ("Cooley Law Firm") in an amount not to exceed \$17,500.
2. Approving a settlement agreement with the Marine Shale Processors Site PRP Group (the "PRP Group"), concerning hazardous waste that was allegedly disposed at a facility located at 9828 Louisiana Highway, 182 East, St. Mary Parish, Louisiana (the "Site"), which waste was generated as a result of the Bergen County Utilities Authority's (BCUA) County Household Hazardous Waste Program, for which the College is an authorized drop-off site. Accordingly, the BCUA has agreed to pay the requested settlement amount up to \$80,587.50 in return for which the College and the BCUA shall be released from further liability.

**PERSONNEL (P)**

1. Approval of Position/Title: Managing Director, Physical Plant and Grounds (Confidential)
2. Approval of Position/Title: Manager, Environmental Health & Safety (Professional Staff)
3. Termination Professional Staff
4. Elimination of Position Title
5. Approval of Position/Title: Executive Vice-President
6. Rescind: Clinical Coordinator
7. Appointment: Tenure Track Faculty
8. Appointment: Clinical Coordinator
9. Appointment: Testing Coordinators
10. Approve stipends for Nursing Clinical Faculty for Fall 2018 semester
11. Retirement: Professional Staff
12. Retirement: Professional Staff
13. Rescind Appointment: Coaching Staff
14. Whereas the Bergen Community College ("College") and the Bergen Community College Support Staff Association ("BCCSA") agree that this document represents the current collective negotiation agreements for the representative association.

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

1. To award professional services to Arcari & Iovino Architects PC for the preparation of plans and specifications for the One-Stop renovation/expansion project.



**BOARD OF TRUSTEES ACTION A/F 1**  
**Approval Date: October 2, 2018**

**Resolution:**

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

**Submitted By**

Mr. Victor Anaya, Executive Director, Finance

Mr. James R. Miller, Executive Director, Human Resources

**Action Requested**

Approval for payment of the following legal vouchers:

August 1, 2018 to August 31, 2018                      DeCotiis, FitzPatrick, Cole & Giblin. LLP.      \$ 37,374.03

Legal bills are available on the College's website under the Board of Trustees at the following address:

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

Charge to:                      College Operating Funds  
Account Number:            10-01-186100-607566



**BOARD OF TRUSTEES ACTION A/F 2**  
**Approval Date: October 2, 2018**

**Resolution:**

Approval of Labor Invoices – Eric M. Bernstein & Associates, L.L.C.

**Submitted By**

Mr. Victor Anaya, Executive Director, Finance

Mr. James R. Miller, Executive Director, Human Resources

**Action Requested**

Approval for payment of the following labor invoices

\$ 225.00

Invoices for August, 2018.

Legal bills are available on the College's website under the Board of Trustees at the following address:

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

Charge to: College Operating Funds  
Account Number: 10-01-186100-607566



**BOARD OF TRUSTEES ACTION A/F 3**  
**Approval Date: October 2, 2018**

**Resolution**

To authorize a purchase from Aspire Technology Partners, LLC for 10 APC Uninterruptible Power Systems (UPS) to replace aging models with failing batteries.

**Submitted By**

Mr. Victor Anaya, Executive Director, Finance  
Mr. Ronald Spaide, Chief Information Officer  
Ms. Barbara Golden, Director, Purchasing and Services

**Action Requested**

Authorization to purchase 10 APC UPS with appropriate monitoring cards at a cost of \$15,495.75 from Aspire Technology Partners, LLC.

**Justification**

UPS Batteries have a useful life of approximately 5 years at which time they need to be replaced. Many of the models in our environment have gone well over that expected lifetime but are beginning to fail. This purchase will allow us to replace 10 UPS's at the Lyndhurst campus.

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

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

Quotes were received from the companies listed below.

Aspire Technology Partners, LLC	\$15,495.75
Northern Stationers, Inc.	\$15,871.45
Graybar Electric Co., Inc.	\$17,965.00
Anixter	\$19,100.75

**Charge to:** County Capital Bond  
**Account:** 20-00-170100-604300





**BOARD OF TRUSTEES ACTION A/F 4**  
**Approval Date: October 2, 2018**

**Resolution**

Authorization to pay annual E-Commerce Volume Fee to Ellucian. The E-Commerce fee is a percentage fee charged per dollar to the college for all online financial transactions.

**Submitted By**

Mr. Victor Anaya, Executive Director, Finance  
Mr. Ronald Spaide, Chief Information Officer  
Ms. Barbara Golden, Director, Purchasing and Services

**Action Requested**

Approval to pay an estimated amount of \$32,075.75 to Ellucian to cover E-Commerce volume fees for the period of July 1, 2018 through June 30, 2019.

**Justification**

This is the estimated volume fee for the processing of E-Commerce transactions. FY 19 usage estimate is \$32,900.00. A credit of \$824.25 is applied for FY 18 over-estimation. Balance due for FY 19 usage estimation is \$32,075.75.

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

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

**Charge to:** College Operating Funds

**Account:** 10-01-165100-607656



**BOARD OF TRUSTEES ACTION A/F 5**  
**Approval Date: October 2, 2018**

**Resolution**

To approve payment for advertisements in North Jersey Media Group/Gannett publications for registration, open house, theatre, human resources recruitment and public notices.

**Submitted By**

Mr. Victor Anaya, Executive Director, Finance

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

Ms. Barbara Golden, Director, Purchasing and Services

**Action Requested**

Authorization to spend an estimated \$86,500.00 through June 30, 2019 with North Jersey Media Group (NJMG) for advertising.

**Justification**

For advertisements in North Jersey Media Group's various publications, including the Record, weekly newspapers, NorthJersey.com and digital platforms, including social media, keyword and websites.

The College's promotional advertising expense with NJMG remains complementary to a diverse placement schedule that also includes venues such as billboards, restaurants, web/mobile media and non-NJMG print media. As the county's major media source – owning a large portfolio of resources that includes a daily newspaper and most of the county's weekly newspapers – NJMG reaches a significant number of Bergen residents.

Five separate budgets are accounted for in this request: the College's main promotional advertising line (\$65,000), the Anna Maria Ciccone Theatre's promotional line (\$7,500), the human resource recruitment line (\$7,000), the public meeting notice line (\$1,000) and the public bid notice line (\$6,000).

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

Charge to: College Operating Funds

Account Number: 10-01-148100-607572, 10-04-440000-607572, 10-01-126100-607757,  
10-01-110100-607572, 10-01-145100-607750



**BOARD OF TRUSTEES ACTION A/F 6**  
**Approval Date: October 2, 2018**

**Resolution**

To authorize payment to Aspire Technology Partners, LLC for an assessment to cover the functional and technical aspects of the college's VoIP Telephony System.

**Submitted By**

Mr. Victor Anaya, Executive Director, Finance  
Mr. Ronald Spaide, Chief Information Officer  
Ms. Barbara Golden, Director, Purchasing and Services

**Action Requested**

Authorization to pay Aspire Technology Partners, LLC for an assessment of our VoIP Telephony system at a cost of \$14,800.00.

**Justification**

The college has been using its current VoIP Telephony system for nearly 15 years now. Due to recent challenges we are seeking a vendor who can evaluate our system and identify areas of non-compliance with best practices and technical misconfigurations including our menu and call flow setup. This assessment and remediation will allow us to continue utilizing our system to the maximum effect while ensuring the ability to continue upgrading and potentially adding additional functionality such as a Call Center.

Quotations were received from the companies listed below:

Carousel Industries *	\$13,500.00
Aspire Technology Partners, LLC	\$14,800.00
Presidio Network Solutions Group, LLC	\$15,373.67

\*The quotation received from Carousel Industries was a conditional quote that referenced potential additional fees making it impossible to determine the actual overall cost.

**Charge To: College Operating Funds**  
**Account Number: 10-01-165100-607550**



**BOARD OF TRUSTEES ACTION A/F 7**  
**Approval Date: October 2, 2018**

**Resolution**

To authorize payment to FAS for financial aid consulting services needed to assist the college with its response to a Federal Program Review.

**Submitted By**

Mr. Victor Anaya, Executive Director, Finance  
Mr. Frank Cuozzo, Managing Director, Financial Aid  
Ms. Barbara Golden, Director, Purchasing and Services

**Action Requested**

Authorization to spend an amount not to exceed \$30,000.00 for consulting data analysis services with FAS. The cost for general consulting services is \$125.00/hour, plus travel and other miscellaneous expenses and data analysis services at the rate of \$ 65.00 plus a set-up fee of \$ 4,500.00 for the program review.

**Justification**

The college must reply to a U.S. Department of Education Federal Program Review within 60 days. A consultant with expertise in financial aid matters is needed to provide direction on the overall process, assistance with writing the response, and addressing the findings.

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

This procurement is below the county college bid threshold, and professional consulting services are exempt from public bidding in accordance with County College Contracts Law 18A:64A-25.5 (a) (15).

Charge to: College Operating Funds  
Account Number: 10-02-243100-607550



**BOARD OF TRUSTEES ACTION E/SA 1**  
**Approval Date: October 2, 2018**

**Resolution:**

Authorize acceptance of a grant award (# P031C160154) for the Hispanic Serving Institution (HSI) Science, Engineering, Mathematics, and Technology (STEM) *STEMatics* grant project from the US Department of Education in the amount of \$1,129,882.00 for year 3 of a 5 year project, and authorize President Michael D. Redmond, or his designee, to execute required documents.

**Submitted By**

Mr. Victor Anaya, Executive Director, Finance  
Dr. William P. Mullaney, Vice President of Academic Affairs  
Dr. PJ Ricatto, Dean of Mathematics, Science, and Technology  
Dr. William J. Yakowicz, Director of Grants Administration

**Action Requested**

Authorize acceptance of HSI STEMatics Grant award for year 3 of 5 in the amount of \$1,129,882.00. This second HSI STEM project, "STEMatics," is building on the substantial success of the first *STEM Graduation Pathway to Success* project initiative. The purpose is to further strengthen STEM student enrollment, retention, graduation, and transfer rates. The total award for the five-year grant period from October 1, 2016 through September 30, 2021 is \$5,332,054.00.

Project Abstract follows below.

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

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

## ABSTRACT

**Organization:** Bergen Community College, 400 Paramus Road, Paramus, NJ 07652

**Contact Person (PI):** Dr. PJ Ricatto, Dean of Science, Math & Technology. Telephone: 201-879-3572. Email = pjricatto@bergen.edu.

**Project Title:** *STEMatics*     **Target Audience:** 2,500+ STEM students annually; 20% or 2,000 first-time full-time degree seeking STEM students, particularly at-risk, low-income and/or Hispanic students (30% or 600) during the five year grant period.

**Articulating Institutions of Higher Education:** William Paterson University, Ramapo College, Montclair State University, Vaughn College, NJ Institute of Technology, New Jersey City University, Stevens Institute of Technology, Rutgers University

**Industry Partners for internships and employment:** Triangle Manufacturing, Stryker Manufacturing, United Parcel, Orange & Rockland Utilities, Public Service Electric & Gas

Building on success of Bergen's HSI *STEM GPS* project, this proposed effort integrates multiple supportive strategies to improve academic success and college completion for high-need Hispanic and low-income students. The previous HSI project increased STEM student enrollment by 67%. However, only 27% graduate and 8% transfer within 3 years. Furthermore, withdrawal and failure rates in college-level gateway courses still range upward to 50%. *STEMatics* will alleviate barriers to success by using the *City University of New York ASAP* model<sup>1</sup> that meets the moderate evidence of effectiveness standard, as indicated by the below citation. *STEMatics* will also conduct a randomized controlled trial to assess causal validity of learning and completion impacts associated with Supplemental Instruction in gatekeeper courses. The overarching purpose is to implement and permanently integrate proven student academic and support service practices. Bergen proposes to do so by attaining three goals.

**Goal 1:** *Strengthen the Learning Engagement of 3,500+ STEM students, particularly among the 30% or 440 (annual cohort) at-risk, first time full time degree seeking low-income and/or Hispanic students.*

**Outcomes:** *1) Improved Academic Performance (Decrease failure rates by 30% in gateway courses, 2) Enhance Academic Skills & Motivation, 3) Raise Faculty/Staff Sensitivities & Involvement.*

**Goal 2:** *Broaden the role of 20 partners from four-year colleges, industry and government agencies, to become joint stewards of student success. Outcome: Strengthened and expanded engagement of academic, industry and government partners in promoting student success, (2) increased student access to barrier free pathways for internships, employment, further education.*

**Goal 3:** *Equip STEM students with the financial tools necessary to persist through degree completion. Outcomes: (1) Heightened commitment to and capacity for academic success, (2) increased resources and ability to overcome financial challenges to college completion. External assessment will support this initiative.*

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<sup>1</sup> Scrivener, S., Weiss, M. J., Ratledge, A., Rudd, T., Sommo, C., & Fresques, H. (2015). Doubling Graduation Rates: Three-Year Effects of CUNY's Accelerated Study in Associate Programs (ASAP) for Developmental Education Students. Scrivener, Susan, Michael J. Weiss, Alyssa Ratledge, Timothy Rudd, Colleen Sommo, and Hannah Fresques.



**BOARD OF TRUSTEES ACTION E/SA 2**  
**Approval Date: October 2, 2018**

**Resolution\**

Authorize participation in a partnership with The National CyberWatch Center (NCC) to submit a model cyber-apprenticeships grant proposal to the US Department of Labor Employment and Training Administration (DOL ETA), and to authorize President Michael D. Redmond, or his designee, to execute required documents.

**Submitted By**

Mr. Victor Anaya, Executive Director, Finance  
Dr. William P. Mullaney, Vice President of Academic Affairs  
Ms. Christine Gillespie, Executive Director, Continuing Education and Workforce Development  
Dr. PJ Ricatto, Dean of Mathematics, Science, and Technology  
Professor Emily Vandalovsky, Academic Department Chair, CSEIT  
Dr. William J. Yakowicz, Director of Grants Administration

**Action Requested**

Authorize participation in a partnership with the NCC to submit a proposal to the US DOL ETA. Bergen will collaborate with community colleges across the country in support of NCC's "Skill Up to Scale Up" program that addresses a constraint to increasing cybersecurity apprenticeships. Lacking existing staff trained in cybersecurity, some corporations are unaware of vulnerabilities in their systems until an attack discloses them. Lack of awareness stems from the same deficiency in capability that constrains their capacity to recruit and develop talent. Further, a lack of mature cybersecurity capabilities in the current workforce has led others to seek to hire fully mature recruits to lead their cybersecurity programs. This is the essence of the "skills gap" crisis in cybersecurity. Too many companies are seeking the "silver bullet" senior expert in extremely short supply as a stop-gap measure rather than viewing the problem holistically as one of improving "system safety" through raising overall capability maturity. Simply put, the lack of adequate numbers of capable supervisors who can mentor the apprentices is constraining the scale of apprenticeship programs. The proposed project intends to remedy this situation.

Cost sharing or matching funds amounting to 35% of the federal share are required. It is expected that cash or in-kind contributions will be provided by industry partners in the form of apprentices' salaries and by colleges through a combination of facility and administrative costs.

The specific program design and budget are forthcoming. The partnership invitation is attached.



August 28, 2018

## Colleagues –

For those of you who attended this year's Community College Cyber Summit in Portland, you may have heard presentations by colleges that had tried to launch apprenticeships in cybersecurity. At the same time as those presentations were being delivered, the Department of Labor released a grant solicitation on that very topic. The reports and research on small, individual efforts to create cyber-apprenticeship programs clearly indicated that while the programs developed were solid, the problem was finding companies that would hire the apprentices and participate in the program. The researchers all reported that finding companies that had cyber-knowledgeable workers/managers was the number one stumbling block to successful programs that could produce large numbers of cyber-apprenticed workers. So, the question was how do we overcome that lack of cyber-knowledge within the IT departments of companies so that they feel comfortable in participating in apprenticeship programs?

**National CyberWatch Center's Analysis and Solution:** From the above presentations and further research, it was clear that companies are all looking for the 'silver bullet', or the one candidate that they can hire that comes with a full package of cyber skills. Frankly, we know that is a rare occurrence. So, in order to solve this problem, instead of starting from the premise that apprentices should be placed in companies (who probably don't have anyone with sufficient cybersecurity knowledge to mentor them!), the National CyberWatch Center is proposing to start by up-skilling *incumbent workers*, accomplishing two things:

- Producing an existing workforce that has cyber skills and knowledge
- Opening entry level positions for apprentices since there will now be cyber-competent managers in place.

## Here's the opportunity for you and your institution:

The National CyberWatch Center will be submitting a grant to the Department of Labor to create a national center for cyber apprenticeships that will focus on the above two-step approach. The model that will be used is for the Center to partner with 6 to 8 community colleges that will serve as the main "nodes". Each node can also build out partnerships with colleges in their geographic area. While the academic staff will be involved in creating an educationally sound program with measurable outcomes, the delivery will need to be driven through the Workforce Development wing of your school.

The roll-out will utilize a phased approach. If you have interest, but would not be ready to actively participate for a year, that delayed timing would not be an impediment to your participation.

**Deadline for submission is mid-October.** Because of that, the National CyberWatch Center will be holding conference calls in early September, followed by requests for letters of commitment, signed by your college's president, received no later than September 21<sup>st</sup>.

## Some things you should know:

- The American Association of Community Colleges is offering their support and partnership
- The National CyberWatch Center is the only organization that has a national membership of schools focused on cybersecurity and workforce development

**What is needed right now:**

- A **reply** from you, indicating that
  - you'd like more information and would be *willing to participate* in one of the early September online conference sessions
  - you have a *local population of companies that employ IT workers* that would be candidates for reskilling, or
  - you have a *local population, not currently enrolled in college degree programs* but would make good apprenticeship candidates (military, military spouses, minorities, and all under-represented populations a plus)
  - you *agree to contact your Director of Workforce Development* regarding this opportunity, and *send their contact information to me*

This is a lot to throw at you, especially at the beginning of the semester. However, with the grant just announced at the beginning of August, time is at a premium. In order to help you understand the Center's vision on what is being developed, I've attached a portion of the text from what is initially being called "Skill Up to Scale Up". Please pass this along to your Director of Workforce Development or other administrative decision-maker. Hopefully, that will give you the basic framework for what is envisioned.

For those of you that absolutely love being involved in the creation of something new, or something that has never been done before, this opportunity will absolutely resonate with you. Frankly, opportunities to be part of nationally-focused, solution-producing programs are rare. We're pleased to be able to invite you to participate.

On behalf of the entire National CyberWatch Center management team,



Barbara J. Huffman de Belón

**Attachment:** PGCC DOL Scaling Apprenticeships Concept Paper-p1-2 only.docx



**BOARD OF TRUSTEES ACTION E/SA 3**  
**Approval Date: October 2, 2018**

**Resolution:**

Authorize Bergen Community College to serve as lead agency for a New Jersey Health Professions Consortium submission of a health occupation apprenticeship grant in an amount not to exceed \$12,000,000.00 to the US Department of Labor Employment and Training Administration (DOL ETA), and to authorize President Michael D. Redmond, or his designee, to execute required documents.

**Submitted By**

Mr. Victor Anaya, Executive Director, Finance  
Dr. William P. Mullaney, Vice President of Academic Affairs  
Ms. Christine Gillespie, Executive Director, Continuing Education and Workforce Development  
Dr. Susan Barnard, Dean of Health Professions  
Dr. William J. Yakowicz, Director of Grants Administration

**Action Requested**

Authorize Bergen Community College to serve as lead agency for a New Jersey Health Professions Consortium submission of a health occupation apprenticeship grant to the US DOL ETA. Bergen will collaborate with sixteen NJ community colleges to develop and scale-up ten apprenticeable health occupations that are currently approved by US DOL. An additional new apprenticeship for Patient Care Technician is also expected to be developed through this grant.

Illustrating this proposed initiative is a developing collaboration with the Regional office of CVS Health to establish an apprenticeship for Pharmacy Technicians. The apprenticeship would involve a combination of classroom instruction by our faculty, on-the-job work experiences, and remote learning through CVS's LearnNet. The apprentice will complete a period of structured and supervised work activities, designed in collaboration with CVS, and will successfully complete defined educational objectives. The successful apprentice will have a valuable opportunity to learn and earn on the job and also secure National Certification from the Pharmacy Technician Certification Board as well as Apprenticeship Completion designation by the US Department of Labor.

Cost sharing or matching funds amounting to 35% of the federal share are required. It is expected that cash or in-kind contributions will be provided by industry partners in the form of apprentices' salaries and by colleges through a combination of facility and administrative costs.

The specific program design summary and budget are forthcoming.



**BOARD OF TRUSTEES ACTION E/SA 4**  
**Approval Date: October 2, 2018**

**Resolution:**

Authorize participation in a state-wide partnership with lead agency County College of Morris to submit an Advanced Manufacturing Scaling Apprenticeships grant proposal to the US Department of Labor Employment and Training Administration, and to authorize President Michael D. Redmond, or his designee, to execute required documents.

**Submitted By**

Mr. Victor Anaya, Executive Director, Finance  
Dr. William P. Mullaney, Vice President of Academic Affairs  
Ms. Christine Gillespie, Executive Director, Continuing Education and Workforce Development  
Dr. William J. Yakowicz, Director of Grants Administration

**Action Requested**

Authorize participation in a partnership with County College of Morris serving as Lead Agency developing an Advanced Manufacturing proposal for submission to the US Department of Labor Employment and Training Administration. Bergen will collaborate with Morris and other New Jersey community colleges to support sector-based approaches to expanding efforts to develop and implement apprenticeships on a national scale in the Advanced Manufacturing industry sector. The proposed partnership will work to achieve three key goals over a four-year project period:

- (1) to accelerate the expansion of apprenticeships to Advanced Manufacturing industry sectors reliant on H-1B visas,
- (2) to promote the large-scale expansion of Advanced Manufacturing apprenticeships across the nation, and
- (3) to increase Advanced Manufacturing apprenticeship opportunities for all Americans.

Cost sharing or matching funds amounting to 35% of the federal share are required. It is expected that this amount, in the form of cash or in-kind contributions will be provided by participating industry partners in the form of apprentices' salaries and by colleges through a combination of facility and administrative costs.

The specific program design and budget are forthcoming.



**BOARD OF TRUSTEES ACTION E/SA 5**  
**Approval Date: October 2, 2018**

**Resolution:**

Authorize submission of a grant proposal to the National Science Foundation's Advanced Technological Education program to support the education of technicians in the high-technology field of cybersecurity in the amount of \$300,000.00, and to authorize President Michael D. Redmond, or his designee, to execute required documents.

**Submitted By**

Mr. Victor Anaya, Executive Director, Finance  
Dr. William P. Mullaney, Vice President of Academic Affairs  
Dr. PJ Ricatto, Dean of the Division of Mathematics, Science and Technology  
Prof. Emily Vandalovsky, Chair, Department of Computer Science,  
Information & Engineering Technologies  
Dr. William J. Yakowicz, Director of Grants Administration

**Action Requested**

The need for a highly-trained cybersecurity workforce is demonstrated by its national 28% job growth projection with over 300,000 jobs currently open. There is substantial need for cybersecurity professionals in New Jersey and the tri-state region. In the state of New Jersey alone there are currently over 10,000 available job openings; in the tri-state area of NY-NJ-PA there are nearly 20,000 available job openings. Continued cybersecurity threats are likely to increase awareness of vulnerability, resulting in even more unfilled job openings across the state, region, and nationwide.

To meet this need, the Computer Science, Engineering and Information Technology (CSEIT) Department at BCC will design an Academic Certificate (CERT) program in Cybersecurity. This program will utilize a multi-faceted approach to addressing critical issues and attain the following goals: (1) train a workforce to assist with the growing demand for cybersecurity professionals, (2) build partnerships with the larger Bergen County community to share cybersecurity education outreach opportunities, (3) establish a support system at Bergen's Tutoring center for obtaining professional certifications, and (4) provide professional development for existing and new CSEIT faculty.

No college funds are required.

The abstract is attached and the budget is forthcoming.

## **Advanced Technological Education: Associate in Applied Science in Cybersecurity**

(NSF 18-571)

*Principal Investigator: Prof. Emily Vandalovsky*

Bergen Community College (BCC), a 2-year postsecondary institution of higher education located in northern New Jersey, prides itself on its commitment to training the region's future science, technology, engineering and mathematics (STEM) workforce. Of the STEM degrees offered at the College, Information Technology and Computer Science degree programming has demonstrated the sharpest increased over the past several years, 60% and 53% respectively.<sup>1</sup>

The need for a highly-trained cybersecurity workforce is demonstrated by its national 28% job growth projection with over 300,000 jobs open .<sup>2,3</sup> There is also a tremendous need for cybersecurity professionals in New Jersey and the tri-state region.<sup>3</sup> In the state of New Jersey there are currently over 10,000 available job openings; in the tri-state area of NY-NJ-PA there are nearly 20,000 available job openings. Continued cybersecurity threats are likely to increase awareness of vulnerability, resulting in even more unfilled job openings nationwide.

***To meet this need, the Computer Science, Engineering and Information Technology (CSEIT) Department at BCC will design an Academic Certificate (CERT) program in Cybersecurity.***

This program will utilize a multi-faceted approach to addressing critical issues: (1) train a workforce to assist with the growing demand for cybersecurity professionals, (2) build partnerships with the general Bergen County community to share cybersecurity education outreach opportunities, (3) establish a support system at Bergen's Tutoring center for obtaining professional certifications, and (4) provide professional development for existing and new CSEIT faculty.

### ***Workforce:***

BCC will leverage its relationships with local industry partners to develop and implement a one-year cybersecurity academic certificate program that provides students with the necessary skills and hands-on experiences to join the cybersecurity workforce in entry-level positions and/or to transfer to 4-year colleges and universities. By researching existing model programs with proven track records and adjusting them to the specific needs of our local communities, a new cybersecurity program will be geared to the needs of the local workforce throughout Bergen County and the tri-state metropolitan area. To help ensure the degree is targeted correctly, we will consult with cybersecurity professionals in the area, with four-year colleges, and will research the need for relevant industry-standard technical certifications. With the appropriate input from industry and academic partners into the degree creation, our students will gain marketable skills in the cybersecurity field and will be able to continue their education toward a 4-year degree.

### ***Partnerships & Support:***

We will plan and initiate marketing and outreach activities to Bergen Community College faculty, staff, and students; provide educational opportunities for K-12 school students, faculty, and staff; and

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<sup>1</sup> BCC Factbook 2011-2015

<sup>2</sup> <http://www.projectionscentral.com/Projections/LongTerm>

<sup>3</sup> Cyberseek.org

provide resources for the community such as workforce development programs, local chambers of commerce, and local residents. By utilizing the resources of the award-winning Bergen's Tutoring center, we will create a support mechanism for assisting students with mastering the content of professional certification, driven by the industry demands. Our outreach goal is to have Bergen Community College known as the provider of a highly-skilled cybersecurity workforce and training hub for the region.

***Professional Development:***

Professional development for existing CSEIT faculty is a key to ensuring longevity of the cybersecurity degree. The CSEIT faculty will attend workshops and conferences to increase our knowledge of the cybersecurity field, including the pursuit of industry-standard certifications. Additionally, we hope to hire a full-time college employee to lead all aspects of this program.

The CSEIT department is excited about adding a cybersecurity program to the list of currently offered curriculum, as it will allow students from multiple Information technology tracks and Computer Science track gain necessary skills. It will offer a career-oriented pathway to Bergen County High School students, particularly Applied Tech High School, located on Bergen Community College Campus. It will allow to incorporate new technologies into curriculum, such as mobile computing, cloud computing and Internet of Things (IoT) as well as provide skills-based research opportunities to students. It will assist with establishing a state-of-the-art cybersecurity lab using virtualization technologies. Establishing a career-oriented certificate program will allow students to move beyond an associate degree in pursuit of their educational goals.



**BOARD OF TRUSTEES ACTION E/SA 6**  
**Approval Date: October 2, 2018**

**Resolution:**

To authorize submission of an amended Perkins FY 2019 spending plan in the amount of \$598,502.00 to the State of New Jersey Department of Education, and to authorize President Michael D. Redmond, or his designee, to execute required documents.

**Submitted By**

Mr. Victor Anaya, Executive Director, Finance  
Dr. William P. Mullaney, Vice President of Academic Affairs  
Ms. Barbara Golden, Director, Purchasing and Services  
Dr. William J. Yakowicz, Director of Grants Administration

**Action Requested**

Authorize submission of an amended Perkins FY19 spending plan in the amount of \$598,502.00. The State of New Jersey Department of Education has allocated FY19 Perkins Funding to Bergen Community College in the amount of \$598,502.00. The NJ DOE requires Board Approval to submit an amended application (Phase 2) totaling the allocated amount. Board of Trustees approval was granted at the July 10, 2018 meeting to submit Phase 1 of the FY19 Perkins application with a preliminary allocation of \$556,329.

Perkins planning committee priorities for FY 2019 Career and Technical Education (CTE) were determined on the basis of feedback from CTE program advisory committees, departmental need assessments, and program performance outcome measures. Specific FY 2019 CTE program support requests include:

- Conference, seminar, workshop attendance and travel as well as on-site professional development and training especially in: nontraditional student recruitment, enrollment, retention, and completion for CTE program faculty, staff and students.
- Portable Cardiac Monitor/Defibrillator/Pacer & EKG Machine; Simulated Bleeding Control Limb; Digital Dental Sensors and; Ventilator for Health Professions Programs
- Guitars; Graphics Tablets; Virtual Reality Headsets for the Music and Graphic Arts Programs
- Specialty Sewing Machines and Laser Cutter for the Fashion Design Program
- Ovens, Reach-in Refrigerators, Freezers, Ice Cream Machine, Proofing Cabinet, Coffee Roaster for Hotel Restaurant Management Program
- Additional equipment, supply, and resource options are also expected to be included.

No college funds are required.





**BOARD OF TRUSTEES ACTION E/SA 7**  
**Approval Date: October 2, 2018**

**Resolution:**

To authorize renewal of award agreement for evaluation consulting services to Group i & i Consultancy, LLC for year 4 of the Transition Program for Students with Intellectual Disabilities (TPSID) Grant awarded to the College by the U.S. Department of Education, Grant Award # P407A150069.

**Submitted By**

Mr. Victor Anaya, Executive Director, Finance  
Dr. William P. Mullaney, Vice President of Academic Affairs  
Ms. Barbara Golden, Director, Purchasing and Services  
Ms. Tracy Rand, Managing Director, Office of Specialized Services  
Dr. William J. Yakowicz, Director of Grants Administration

**Action Requested**

Authorize renewal of award agreement to Group i & i Consultancy, LLC for year 4 of the TPSID grant project. The performance period of this award shall be from October 1, 2018 through September 30, 2019. The award amount is \$36,500.00.

The College, as authorized by Board action in June, 2016, entered into an initial agreement with Group i & i to provide consulting and evaluation services in response to RFP 075 for the period ending September 30, 2016 with an option to renew. The agreement was renewed and extended to September 30, 2018. To ensure continuity and consistently high quality of required external evaluation services, this renewal agreement extends obligations and responsibilities established in the original agreement through September 30, 2019.

No College Funds are required

***The Group i & i Scope of Work is attached.***

**Charge to:** TPSID Grant

**Account #:** 50-03-589100-607777



<b>Date</b>	September 10, 2018
<b>Project</b>	Transition Program for Students with Intellectual Disabilities Grant, Phases II – Year 4
<b>Term of RFP</b>	October 1, 2018 – September 30, 2019
<b>Project Contact</b>	Dr. William Yakowicz, Director of Grants Administration Ms. Tracy Rand, Project Director & Director of the Office of Specialized Services
<b>On behalf of Group i&amp;i</b>	Toufic Hakim, Ph.D., Senior Managing Principal Group i&i Consultancy, 626 Chestnut Street, Union, NJ 07083 T 908.258.0043   eMail Toufic@Groupi-i.com   www.Groupi-i.com

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September 10, 2018

To Directors Rand & Yakowicz,

We are eager to engage in the continuation of our rigorous review of Turning Point's activities, funded by the U.S. Department of Education TPSID grant program.

Having evaluated earlier years of Turning Point, we bring to the external evaluation of Year 4 proven knowledge of the program's successes and opportunities, skills and tools needed to assess key student outcomes and broad impact of the Program, and a strong desire to serve the College and contribute to initiatives that ensure greater equity in our communities.

On behalf of the firm and our evaluation team, I thank you for keeping us engaged.

A handwritten signature in blue ink, appearing to read "Toufic Hakim", with a long horizontal flourish extending to the right.

Toufic Hakim, Senior Managing Principal

Our evaluation in this phase of the TPSID grant, given that the project is entering its eighth year of funding, will operate at a higher, critical level of review. Consistent with our quality standards of rigor and thoroughness, and in alignment with our interest in measuring sustainable outcomes, we will focus on larger questions regarding trends facilitated by the Program in self-determination and financial independence among students who earn their certificates—according to how these notions have been defined by each student. We will gather and analyze data directly from students, parents, and members of the community to understand the characteristics of success, to identify salient transferrable lessons learned, and capture the extent to which the TPSID effort has contributed to change in students’ perspectives, abilities, social adjustment, and decision-making behaviors.

### **Proposed Method**

We will lean heavily in our design on qualitative data (from individual interviews, focus groups, surveys, observations) to assess the overall impact of the Program. Our anticipated data-gathering activities during the grant’s Year 4, to be finalized in conversation with the staff within the first two months, will include:

1. Three in-depth individual conversations, onsite or by video, with the Program’s management team (early on, mid-course, and toward the end).
2. To the extent possible, one mid-course conversation with Program liaisons in this collaboration, The College of New Jersey (TCNJ), on the Bergen campus—our ongoing, persistent efforts to meet and request information with TCNJ in support of the evaluation effort have not been successful. Especially when students transfer to TCNJ, such conversations become critical for us to learn about their transition, the type of services needed, and the effectiveness of the training at Bergen CC in retrospect.
3. Review of materials from the annual summit, portal, and pertinent public-facing materials,
4. A snapshot of available data across the sites provided by the staff as needed. This may include: student enrollment, certificate completion, and employment.
5. Following receipt of IRB approval,
  - 5a. Review of a sample of students’ Individualized Education Programs.
  - 5b. Surveys of current students (attending Turning Point in two overlapping cohorts) and follow-up surveys to former cohorts.
  - 5c. Focus-group conversations with students from current cohorts.
  - 5d. Focus-group conversations and/or interviews with parents of current and former students.
  - 5e. Poll of on-campus Bergen CC students randomly identified.
  - 5f. Focus-group conversations with BCC faculty and staff.
  - 5g. Focus-group or individual conversations with select on-campus internship supervisors and off-campus supervisors.

#### 5h. Select conversations with Turning Point liaisons at DVRS and/or Bergen County Special Services.

Note that we have developed factors upon which we will base our measures for financial independence and self-determination. Our analysis will depend on these measures, which we will refine further in this phase of the review.

### **Reporting**

We will offer the leadership strategic counsel and input along the way and one final annual report by October 30, 2019 and be available to address any issues for which our input as evaluators is needed.

### **General Representations**

***Administrative Oversight.*** We will administer the evaluation in a collaborative fashion among our team members, building on our competencies and working as a unit. The Team's leader, Kathy Wiener, MPA, will direct the evaluation and liaise with BCC leadership, working closely with Toufic Hakim, PhD, who will provide direct guidance, strategic counsel, and remain directly available and connected to this effort.

***Communication.*** The TPSID Management Team will be kept abreast of the evaluation progress, receiving updates on the status of data collection, and responding promptly to requests for counsel/decision regarding issues that may require immediate attention and consideration.

***Assumptions & Expectations.*** Our approach in this upcoming evaluation is to arrange our own scheduling for most of the data-gathering activities listed above, especially those with students, parents, and external entities. Toward that purpose, we need:

- (a) To have access to complete lists of names, email addresses (non-Bergen email addresses for students), and phone/cell numbers on the front end—and we will request IRB approval and produce proper documentation and request language to gain such access.
- (b) To be assigned a responsible, responsive liaison staff at Turning Point to help arrange for meeting spaces and make referrals to individuals on campus with whom we will request to meet at various stages of the review.

As is our common practice, we will be attentive and responsive to the grant-related needs of the Project Director and the Director of Grants Administration and request the courtesy of their attentiveness and responsiveness to our unaddressed evaluation-related needs when they arise.

***Key Personnel:*** The assigned team for this evaluation will be the same as the membership of the team for Year 3. In addition to the Senior Managing Principal of the Group, who will provide overall strategic counsel and guidance, the evaluation team will consist of the Lead Evaluator, one Researcher/Data Analyst, one Project Coordinator, and an Advisor.

The following seasoned professionals will be involved:

- ❖ **Toufic Hakim, PhD**, Senior Managing Principal, who led the earlier TPSID evaluation, will provide strategic counsel, guidance, and oversight.
  - ❖ **Kathy Wiener, MPA**, Senior Principal, who co-led the last two TPSID reviews, will lead this evaluation and direct the analysis and report preparation and review.
  - ❖ **Eve Wenger, MBA**, who managed the previous evaluation review, will manage the implementation of the evaluation design and the data-gathering activities, for which she will provide any needed support.
  - ❖ **Radha Jagannathan, PhD**, will conduct the design of evaluation instruments and data analysis with the support of a junior researcher.
  - ❖ **Nicolette Salerno, EdD**, who co-led an earlier evaluation of TPSID, will serve as a senior evaluation advisor.
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**Engagement:** The evaluation activity will include: (1) planning (materials review, finalizing of study design); (2) data gathering (design/implementation of surveys and structured interviews) and analysis, as applicable; (3) sharing of timely feedback with, and response to needs of, TPSID management; and (4) report preparation and presentation. Administrative support will be necessary for scheduling and document review.

**Applicable expertise:** Members of our Evaluation Team have effectively led and made essential contributions to projects similar in nature and scope to TPSID—including evaluating the earlier phase of TPSID. Among these projects are initiatives funded by the U.S. Departments of Education (Title III, Title V, TPSID, HSI-STEM, GEAR UP); Labor (ETA); National Science Foundation; and Health and Human Services (HPOG and Head Start).

Group i&i has completed more than 60 comprehensive evaluation reports and has served 35 organizational clients to date. Additional information about clients and other services provided may be shared upon request.

**Team Standards.** The Evaluation Team will honor Group i&i's commitment to professional standards of excellence, integrity, confidentiality, and responsiveness in client service.

**Proposed Fees.** The budget we propose for completing the required work is based on the projected number of hours for each Team member in his/her area of responsibility. The total fee requested for conducting the evaluation amounts to \$36,500.

The hourly rates for Group i&i Associates range from \$95 for Research & Analysis Associates to \$225 for Evaluation Co-Leaders. This effort will require 24 hours of administrative support, for

which Group i&i's rate is \$50/hour. The effective average rate for content review stands at \$135/hr. [These rates are deemed competitive by national surveys, among them: the Bruner Foundation's "Evaluative Thinking," American Evaluation Association's 2007 Survey, American Statistical Association's 2006 Survey, and the Denver Foundation's evaluation budgeting primer.]

Estimated hours are based on tasks identified for stages of the review, consistent with estimated hours per team member. We will work with the BCC Management Team and Purchasing Department to arrange for a mutually agreed-upon monthly payment plan upon invoice.

<b>BUDGET DETAILS (Special offer incorporated)</b>	<b>Total Hours*</b>	<b>Labor Costs</b>
Planning ( <i>Review of Documents &amp; Team Collaborations</i> )	47	\$6,345
Data Gathering ( <i>Operational Review, Surveys &amp; Site Visits</i> )	80	\$10,800
Data Analysis & Reporting	135	\$18,225
Administrative Support (across all areas)	24	\$1,200
<b>Total</b>	<b>286</b>	<b>\$36,570</b>
<b>REQUESTED TOTAL: \$36,500</b>		

**We thank you for your consideration and interest in the work of Group i&i Consultancy.**



**BOARD OF TRUSTEES ACTION E/SA 8**  
**Approval Date: October 2, 2018**

**Resolution**

Authorize renewal of award agreement for consulting and evaluation services to Educational Policy Institute for year three of the Hispanic Serving Institution (HSI) Title V Pathway Scholars Program grant awarded to the College by the U.S. Department of Education, Grant Award #P031S160134.

**Submitted By**

Mr. Victor Anaya, Executive Director, Finance  
Dr. William P. Mullaney, Vice President of Academic Affairs  
Ms. Barbara Golden, Director, Purchasing and Services  
Dr. William J. Yakowicz, Director of Grants Administration

**Action Requested**

Authorize renewal of award agreement to Educational Policy Institute for year 3 of the Title V Pathway Scholars Program grant project provided continuation of funding by the U.S. Department of Education. The performance period of this award shall be from October 1, 2018 through September 30, 2019. The award amount is \$52,500.00.

The College, as authorized by Board action on February 7, 2017, entered into an initial agreement with Educational Policy Institute to provide consulting and evaluation services in response to RFP R-078 for the period ending September 30, 2017 with an option for renewal. The agreement was renewed and extended to September 30, 2018. To ensure continuity and consistently high quality of required external evaluation services, this renewal agreement extends obligations and responsibilities established in the original agreement through September 30, 2019.

The EPI Scope of Work is attached.

No College Funds are required

**Charge to:** Title V Grant

**Account #:** 50-03-590600-607777



August 9, 2018

Bergen Community College  
400 Paramus Road, Room A-328A, Third Floor  
Paramus, NY 07652

ATTENTION: BARBARA GOLDEN, Director of Purchasing & Services

Dear Ms. Golden,

This document is an update to our original proposal and designed for Year 3 of the Title V Developing Hispanic-Serving Institution's Grant, October 1, 2018 to September 30, 2019.

If you have any questions or comments, please contact me directly at [wswail@educationalpolicy.org](mailto:wswail@educationalpolicy.org) or (757) 513-8266.

Regards,

A handwritten signature in blue ink, consisting of a stylized 'W' and 'S' intertwined, followed by a horizontal line and a large loop.

Watson Scott Swail, Ed.D.  
President & CEO



## Statement of Work and Plan

EPI will conduct both a formative and summative evaluation of the Title V project. The formative evaluation will focus on implementation and processes of the project, while the summative will focus on student outcomes and ability of the project to reach stated goals.

### Formative Evaluation

The formative evaluation will utilize every type of data available to the EPI team to make a determination on the ability of the project to implement the program according to design (fidelity), to keep on time and on task, and ultimately give the project the best possible chance of success. EPI will focus primarily on the logic model and planning information, using a triangulation approach via interviews, onsite reviews, stakeholder surveys, and the ongoing review of memos and other documentation to determine process and fidelity.

### Summative Evaluation

EPI will work with Bergen Community College to collect all necessary data to support an outcome evaluation. EPI will determine, via the appropriate data sources, whether the Title V intervention has a positive or negative impact on student success and behavior. This includes the retention of students from semester to semester, their academic improvement and condition, and the engagement of stakeholders, among other features.

**Table 1. Data sources for research questions**

Research Question	Admin Data	Student Surveys	Stakeholder Surveys	Onsite Reviews	Interviews	Document Review	Academic Data
Is PSP being delivered to the appropriate target individuals?	✓	✓	✓	✓	✓	✓	✓
Is PSP being administered with the appropriate effort and resources—e.g., personnel, equipment, and outreach?			✓	✓	✓	✓	
Is PSP being delivered according to intended specifications; e.g., appropriate type, amount, duration, and quality of services?			✓	✓	✓	✓	
Is PSP serving the stated number of individuals—120 students in Year 1, 220 students in Year 2, 320 students in Year 3, and 560 students in Year 4?	✓		✓	✓	✓	✓	
Is PSP offering the promised number of courses in each Pathway?					✓	✓	
Is PSP engaging the stated number of faculty/mentors/learning assistants/coaches?				✓	✓	✓	
Improvements in participants' academic performance—higher pass rates, longer retention in program, and declaration of major by third semester.	✓					✓	✓
Enhancement of soft skills—higher academic motivation, greater ease with technology, and better communication skills.		✓	✓		✓	✓	✓
Ease and success of participants transitioning to college-level coursework—increased sense of comfort with the college setting, heightened commitment to college success, improved coping skills, clarity about future plans and career choices, and stronger sense of community and belonging.		✓	✓	✓	✓	✓	✓
Enrichment of institutional commitment to student success and enhanced professional development of faculty involved in PSP.			✓	✓	✓		

Per the language in the RFP, EPI is prepared to do the following for Bergen Community College:

1. **A comprehensive evaluation plan, including measurable outcomes, utilizing internally and externally gathered qualitative and quantitative data and building upon previous years' evaluations.** During the first month of the project, EPI will meet with Bergen Community College to discuss the project and develop a detailed plan for the evaluation. This will include the development of a Project Logic Model if none already exists. This process will develop and refine the formative and summative evaluation components of the evaluation.
2. **Analysis of cohort group(s), tracking the performance of students in developmental as well as academic introductory courses and student supportive services, course results, use of academic and personal support services, enrollment in subsequent academic courses, and patterns of enrollment, persistence, completion, internships, and transfer.** EPI will develop, if one does not exist, a complex data collection and tracking system for processing data on a student unit-record level. EPI has developed systems for the US Department of Education and many federally-funded programs. Using the logic model, EPI will identify all data components and timelines for collection as well as detailed products for understanding student-based and other variables for consideration.
3. **Developing instruments for use in the evaluation and collection of data, including surveys, structured interview formats, and other related statistical data collection forms.** EPI has developed hundreds of web-based, tablet-based, and paper-based surveys for federally-funded and other evaluations over the past 15 years. In addition, EPI has similarly conducted hundreds of focus groups and interviews during this time.
4. **Preparation of formative and summative reports that include a description of significant achievements and accomplishments, any remedial action taken, a review and evaluation of program activities as they pertain to the stated goals and objectives of the grant.** EPI has written many formative and summative reports for a diverse group of stakeholders over the years, including the President of the United States to parents and other ground-level participants. EPI prides itself on working as a partner in evaluations and providing appropriate technical assistance to clients and preparing written memos and reports in either non-jargon formats or detailed technical and statistic information, based on the receiving stakeholders. EPI works on a continuous-improvement ethos and provides real-time, real-world solutions and advice to clients based on decades of work in the educational arena.
5. **Developing a plan of action to remediate any outstanding issues.** Based on the overall evaluation plan and the project logic model, EPI follows carefully the process of the evaluation and the program itself, noting when things are running ahead or behind schedule. Additionally, EPI will consistently look for outliers in the processes and note when unnatural or unexpected events and processes are occurring. Based on discussion with project leadership, EPI will provide its expert opinion on future strategies to ameliorate issues and conditions.
6. **Formatting the onsite review of the evaluation reports, including proposing the number of onsite visits required to collect essential data.** An important part of the evaluation is the determination of the level of onsite visits versus review from a distance. The electronic age provides more opportunity for engagement with clients via web-based systems, such as Skype and GoToMeeting, to name a few. However, there are often times needs to see firsthand the strategies as they take shape. A critical part of the process/formative evaluation is ensuring that the proposal accepted by the US Department of Education is implemented as planned, as well as to take notes on diversions from the original plan due to unforeseen and other changes on site.

7. **Assist in the preparation of the Progress report for Year 3 due in Summer 2019.** EPI will prepare an interim progress report as requested. This typically occurs in two rounds, with a draft report followed by a final report. This allows review and feedback by the client.
8. **Interim reporting of data, findings, conclusions, and recommendations for preparation of annual performance and final program reports.** EPI will provide other interim reporting on an ad hoc and requested basis. EPI will have very clear reporting and communication with the client on at least a bi-weekly (every two weeks) basis as well as regular emailing and other discussion as required.

### **Project Tasks**

**TASK 1: Project Kick-Off Meeting.** The EPI evaluation team will meet with the Title V Project Director, appropriate staff, and other key stakeholders to initiate the formative and summative evaluation process. This meeting will be important to the proposal and discuss the project and evaluation designs. As well, the team will discuss data collection, including survey development; aspects of data management and access; and the development of a checklist for collecting regular feedback on all program activities.

**TASK 2: Preparation of Evaluation Design Document.** EPI researchers will craft a comprehensive evaluation design that will include collecting and analyzing both qualitative and quantitative data to address the various facets of the project across the participating partners, including implementation fidelity, outputs, and short- and long-term outcomes. EPI will work with Bergen Community College Title V staff to establish data collection instruments, protocols, and management systems to ensure that high-quality process and impact data are collected that are fully responsive to federal compliance requirements and are representative of measures described by Bergen Community College in the federal proposal.

Most Title V process evaluations (i.e., service delivery) rely to a great extent on participation data collected at the school- and partner-level. EPI will compile and analyze a variety of data, ranging from student enrollment and academic records to event creation and attendance documents for supplemental Title V events and initiatives. EPI follows a general standard of quantitative data collection for evaluation projects. We incorporate qualitative elements to all data collection and analysis, including items contained in the yearly surveys for students and stakeholders. We frequently utilize the EPI-DAS online system to support the entry of program participation by Title V staff and partners through a web-based interface, although we will need to determine whether EPI-DAS is appropriate for us in this project. EPI-DAS allows for entry of student, parent, and administrator information by program component (or other criteria established in collaboration with the project director) and includes a feature to enter multiple students attending the same program event/service in a single entry. EPI will work closely with Bergen Community College staff to ensure that data collection methods are tailored to fit both program participants' and evaluator's purposes.

EPI uses descriptive statistics to obtain quantitative findings, and thematic coding and analysis methods to obtain qualitative findings for formal reports for the Title V project director and for the Federal APR regarding the effectiveness of local service provision based on progress toward meeting GPRA and project indicators.

**TASK 3: Provide qualitative and quantitative evaluation of student achievement outcomes to measure progress toward meeting the objectives of the Title V project.** As discussed in Task 2, EPI collects and analyzes quantitative and qualitative data to assess progress toward meeting GPRA and project indicators. In analyzing student achievement outcomes for Title V programs, EPI strongly

encourages a quasi-experimental design that compares the changes in Title V participating students to the changes in comparable students. Given that there is a pseudo-lottery design in place, we will be able to use the random choices for statistical strength. This is what we call a natural experiment. Data will be collected throughout the year and are analyzed and reported on mid- and end- of year schedules. Changes in Title V student outcome measures will be analyzed utilizing repeated measures t-tests. Multiple regressions will be used if necessary, although it may not be necessary considering the random trial.

**TASK 4: Conduct process evaluation of project implementation and fidelity.** EPI will review project documents and memos, conduct interviews, and review processes to determine the level of fidelity in the implementation of the project. EPI will utilize these materials to determine if the project strategies are implemented on time, conducted as expected, and are working appropriately. Based on this information, EPI will work with Bergen Community College to discuss issues related to the project, including potential changes in strategies and problems with implementation.

**TASK 5: Conduct site visit at Bergen Community College.** EPI will conduct a site visit to Bergen Community College in either fall 2018 or spring 2019. The purpose of the site visit is to determine the efficacy of program work, while also having a chance to talk first hand with students and program stakeholders, including the project director, Title V staff, and other personnel. EPI proposes to conduct structured interviews, focus groups, and other observations. EPI will also collect documents and program materials for review. The primary purpose for the site visits is to collect information from multiple stakeholders on:

Implementation, including the extent and fidelity of implementation of the Title V plan as originally described in the funding application to the US Department of Education, including curriculum and instruction; academic and social support; college and career counseling; extracurricular activities; and more.

Impact, including perceptions of the effectiveness of current Title V strategies to achieve the program goals.

**TASK 6: Develop, administer, collect, and analyze project progress using various surveys to capture student and stakeholders opinions and feedback.** EPI will develop both a student and a stakeholder survey for use in this evaluation. These include the required questions for federal reporting as well as qualitative issues. To ensure that survey instruments are psychometrically sound, EPI researchers will undertake a series of steps in test development (see below). Steps in instrument development typically include:

- Define the constructs to be measured, including researching the theoretical bases for the constructs.
- Define the target population.
- Review related instruments, including those that measure similar constructs, in order to generate ideas about test format and methods for establishing validity.
- Develop a prototype.
- Evaluate the prototype, including conducting a critical review of the prototype among EPI's research team, field-testing the prototype with a sample of the target population, and conducting an item analysis on the resulting data.
- Revise the instrument, followed by a second field-test if necessary.
- Collect data on instrument validity and reliability, including collecting evidence to support the reliability of test scores.

EPI will prepare all survey instruments in the agreed-upon format specifications and will assist with the local administration of the instruments. EPI utilizes Remark survey software, which enables us to produce paper instruments that can be scanned using OCR technology, as well as sophisticated online surveys. EPI utilizes the secure platform through Survey Monkey for web-based surveys, as it is the only computer-based survey platform that has been federally approved under Section 508 for disability access.

An annual survey schedule will need to be determined to ensure both high response rates and timeliness for APR reporting. EPI staff will discuss strategies with Title V staff to ensure strong response.

Survey data obtained from Bergen Community College using descriptive statistical techniques, including determining the means and standard deviations of aggregate responses to individual questions. Data from questions repeated on successive survey administrations (e.g., administration to same cohort over two or more years) will be analyzed using inferential statistical techniques, such as the t-test for repeated measures, to assess the significance of the change in response. The responses will be compared between Title V students and non-Title V students.

**TASK 7: Provide written reports to assess overall project progress.** Annually, EPI will provide data and technical assistance for the annual performance report, as is required by the federal government, as well as an annual formative report for the project. EPI will provide these narrative reports based on quantitative and qualitative analysis results assessing the overall Title V project implementation and impact.

## **Project Budget**

The total budget for this evaluation is \$52,300, inclusive of travel costs. EPI will spend approximately 50 days of staff time on the project, including 43 days from the Principal Investigator, Dr. Swail.

	<b>Swail</b>	<b>Landis</b>	<b>TOTAL</b>
<b>TASK 1: Project Kick-Off Meeting.</b>	<b>1</b>	<b>1</b>	<b>1,600</b>
<b>TASK 2: Preparation of Evaluation Design Document.</b>	<b>1</b>		<b>1,100</b>
<b>TASK 3: Provide qualitative and quantitative evaluation of student achievement outcomes to measure progress toward meeting the objectives of the Title V project.</b>	<b>12</b>	<b>2</b>	<b>14,200</b>
<b>TASK 4: Conduct process evaluation of project implementation and fidelity.</b>	<b>8</b>	<b>1</b>	<b>9,300</b>
<b>TASK 5: Conduct site visit at Bergen Community College.</b>	<b>4</b>	<b>1</b>	<b>4,900</b>
<b>TASK 6: Develop, administer, collect, and analyze project progress using various surveys to capture student and stakeholders opinions and feedback.</b>	<b>12</b>	<b>1</b>	<b>13,700</b>
<b>TASK 7: Provide written reports to assess overall project progress.</b>	<b>5</b>	<b>1</b>	<b>6,000</b>
	<b>43</b>	<b>7</b>	<b>50,800</b>
<b>Travel</b>			<b>1700</b>
<b>TOTAL BUDGET</b>			<b>52,500</b>

Invoices will be prepared on the following schedule and due on receipt:

<b>1<sup>st</sup> Invoice: October 1, 2018 (\$13,125)</b>	<b>3<sup>rd</sup> Invoice: April 1, 2019 (\$13,125)</b>
<b>2<sup>nd</sup> Invoice: January 1, 2019 (\$13,125)</b>	<b>4<sup>th</sup> Invoice: July 1, 2019 (\$13,125)</b>



**BOARD OF TRUSTEES ACTION E/SA 9**  
**Approval Date: October 2, 2018**

**Resolution:**

To authorize renewal of award agreement for evaluation consulting services to Group i & i Consultancy, LLC for year 3 of the Hispanic Serving Institution (HSI) Science, Engineering, Mathematics and Technology (STEM) STEMatics grant project awarded to the College by the U.S. Department of Education, Grant Award #P031C160154.

**Submitted By**

Mr. Victor Anaya, Executive Director, Finance  
Dr. William P. Mullaney, Vice President of Academic Affairs  
Dr PJ Ricatto, Dean of Mathematics, Science, and Technology  
Ms. Barbara Golden, Director, Purchasing and Services  
Dr. William J. Yakowicz, Director of Grants Administration

**Action Requested**

Authorize renewal of award agreement to Group i & i Consultancy, LLC for year 3 of the HSI STEMatics grant project. The performance period of this award shall be from October 1, 2018 through September 30, 2019. The award amount is \$ 90,000.00.

The College, as authorized by Board action on February 7, 2017, entered into an initial agreement with Group i & i to provide consulting and evaluation services in response to RFP 077 for the period ending September 30, 2018. To ensure continuity and consistently high quality of required external evaluation services, this renewal agreement extends obligations and responsibilities established in the original agreement through September 30, 2019.

The Scope of Work will follow

No College Funds are required

**Charge to:** STEMatics Grant  
**Account #:** 50-03-590700-607777



**BOARD OF TRUSTEES ACTION E/SA 10**  
**Approval Date: October 2, 2018**

**Resolution**

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

**Submitted By**

Ms. Christine M. Gillespie, Executive Director of Continuing Education and Workforce Development  
Dr. William Mullaney, Vice-President, Academic Affairs  
Dr. David A. Eichenholtz, Associate Dean, High School and College Partnerships

**Action Requested**

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

**Justification**

The establishment of the Early Career Program for North Arlington High School located at Bergen Community College at the Meadowlands in 2018 represents another chapter in the partnership between the two institutions and a unique opportunity for the College to carry out its mission. This enhanced partnership represents a variation of the model of the Early College Program successfully launched at Bergen in the fall 2017 as a means to provide an educational program that offers high-school level students a combination of academic high school curriculum and in-demand, stackable career pathway credentials offered on a college campus. This partnership provides a similar blend of high school and non-credit college curricula that allows high school students to take college classes on a college campus and graduate from high school with an in-demand, industry-recognized credential with the potential of being awarded college credit toward a certificate or associate's degree upon enrollment at Bergen. As a result of this partnership, Bergen hopes to expand the Early Career Program to include other high schools in the region.

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

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the North Arlington Board of Education (“Board”) and Bergen Community College (“BCC”) (collectively, the “Parties”), for the purpose of establishing an Early Career Program.

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

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

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

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

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

**I. COURSES TO BE OFFERED UNDER THE EARLY CAREER PROGRAM**

1. BCC agrees to provide a year-long Advanced Manufacturing Course to any and all North Arlington students enrolled in the Early Career Program.
2. The course will be taught by BCC instructors and shall be provided at BCC’s Meadowlands campus.
3. The Advanced Manufacturing Course will be divided into the following three modules: Certified Logistics Associate (module 1); Certified Logistics Technician (module 2); and Certified Production Technician (module 3). The Advanced Manufacturing Course will also include an internship starting annually in January.
4. It is anticipated that the CLA module will be completed during the first marking period of each school year, and that the CLT module will be completed during the second marking



period of each school year. During the third and fourth marking periods, students will complete the CPT module, together with the offsite internship arranged through BCC.

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

## **II. STUDENT ELIGIBILITY REQUIREMENTS AND ENROLLMENT PROCESS**

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

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

4. Additionally, in order to be eligible for participation, the student and his or her parent(s) or guardian(s) shall agree to the Early Career Code of Conduct Agreement. A sample copy of the Early Career Code of Conduct Agreement is set forth in Exhibit C to this Agreement. The Board retains the sole discretion to modify the Early Career Code of Conduct Agreement. In the event that the Board elects to change the Code of Conduct requirements, the Board agrees to notify BCC of the changes in writing within 30 days of the changes being made
5. Each year that this Agreement is in place, the Board shall inform all high school students and their parent(s)/guardian(s) of the Early Career Program by:
  - a. Notification provided to all students and their parents via the District's website;
  - b. Counselor visits to North Arlington High School freshman classes;
  - c. Presentation to parents at the High School Back to School Night.
6. Each year that this Agreement is in place, the Board shall remind all High School juniors and their parent(s)/guardian(s) of the Early Career Program by:
  - a. Notification provided to all students and their parents via the District's website;
  - b. Counselor visits to North Arlington High School junior classes;
  - c. Program descriptions sent home to parents;
  - d. Presentation to parents at the High School Back to School Night
7. For the 2018-2019 school year, all students deemed eligible for participation in the Early Career Program shall be notified in writing by the North Arlington Supervisor of Guidance no later than September 6, 2018. Students will be required to confirm their intent to participate in the program in writing September 10, 2018. For each year thereafter, such notification shall be provided annually in writing by the Supervisor of Guidance no later than June 30, and students will be required to confirm their intent to participate in the program in writing by August 1.

### **III. JOINT OBLIGATIONS OF THE PARTIES**

1. The Parties shall abide and comply with all applicable State and federal law, as well as the policies and regulations of each respective institution, as they apply to the furnishing of data, reports, and other documents as may be required to effectuate the terms of this Agreement.
2. In any given year, the number of students in the Early Career Program shall not exceed 23 students per class, unless mutually agreed otherwise by the Parties in writing.

3. The Parties agree that for each year that this Agreement remains in effect, there must be a minimum of five students enrolled in the Early Career Program. Therefore, the Parties mutually agree and acknowledge that unless five students have applied for, been accepted, and confirmed an intent to participate in the program by September 10, 2018 this Agreement will not go into effect for the 2018-2019 school year. The Board shall notify BCC by September 10, 2018 as to whether five students have confirmed an intent to participate in the Early Career Program.
4. Thereafter, the Parties mutually agree and acknowledge that unless five students have applied for, been accepted, and confirmed an intent to participate in the program annually by September 1st the program shall not operate for the following school year, unless agreed otherwise by the Parties in writing.
5. It is understood and acknowledged by the Parties that the Advanced Manufacturing Course will provide students with credit towards career certificates in Advanced Manufacturing, and that following high school graduation this credit may be used towards attainment of the credits through one of the several pathways between BCC and the following colleges/universities: New Jersey Institute of Technology, Fairleigh Dickinson University, Ramapo College, and Montclair State University.
6. This Agreement shall not constitute a binding precedent by either BCC or the Board and shall not apply to any other current or future Dual Enrollment program between BCC and the Board.

#### **IV. OBLIGATIONS OF BCC**

1. BCC agrees to provide the facilities, faculty, and staff necessary to effectuate and fully implement the provisions of this Agreement.
2. As indicated above, each year that this Agreement remains in effect BCC shall offer an Advanced Manufacturing Course to all North Arlington students enrolled in the Early Career Program, which shall be inclusive of the three modules discussed above (CLA, CLT and CPT), together with an offsite internship. BCC expressly agrees that the Advanced Manufacturing Course will include at least 150 hours of direct instruction annually.
3. Each of the three modules within the Advanced Manufacturing Course has its own standardized examination developed by the Manufacturing Skills Standards Counsel. BCC agrees to yearly offer these standardized examinations to all North Arlington students enrolled in the Early Career Program. The testing will be administered at the lab at the BCC Meadowlands campus.

4. The number of students in the Early Career Program shall not exceed 23 students per class, unless mutually agreed otherwise by the Parties.
5. Beginning annually in January of each school year that the Early Career Program continues in effect, participating students will commence offsite internships to be completed during the third and fourth marking periods. BCC will be responsible for coordinating internship placement based on the interests of each student.
6. As a new program for the 2018-2019 school year, the MSSC credentials and credit recommendations for the Early Career Program are currently under review by BCC to determine the final credit award and the appropriate certificate for participating North Arlington students. BCC agrees to complete this review and so notify the Board in writing by December 1, 2018.
7. BCC agrees that criminal background checks shall be conducted in a manner consistent with N.J.S.A. 18A:6-7.1 et seq.

**V. OBLIGATIONS OF THE BOARD**

1. The Board agrees to pay to BCC the amount of \$7,500 for each Advanced Manufacturing Course provided to North Arlington students enrolled in the Early Career Program. As the Parties have agreed and acknowledged that each class may have up to 23 students, it is understood that the Board's entire financial responsibility for the Advanced Manufacturing Course for the 2018-2019 school year will be limited to \$7,500, unless more than 23 students participate in the Early Career Program.
2. The Board agrees to purchase all books and supplies selected and approved by BCC to be used for the Advanced Manufacturing Course(s) in which North Arlington students are enrolled or shall be enrolled under the terms of this Agreement. It is understood by the Parties that the costs of textbooks will be approximately \$280 per student, and that these costs will be in addition to the \$7,500 course cost identified in Paragraph V.1 above.
3. As indicated above, BCC shall yearly offer and administer to all North Arlington students enrolled in the Early Career Program the standardized assessments necessary to complete each module of the Advanced Manufacturing Course. The Board expressly agrees that it shall be responsible for all fees associated with this registration and testing, which is understood to be approximately \$130 per assessment, per student, and that these costs will be in addition to the \$7,500 course cost identified in Paragraph V.1 above.
4. The Board shall be responsible for transporting all North Arlington students participating in the Early Career Program to and from the BCC Meadowland campus. The Board shall not, however, be responsible for arranging transportation for any student to or from his/her

offsite internship. Such transportation shall remain the responsibility of each individual student.

## **VI. INDEMNIFICATION AND INSURANCE**

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

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

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

## **VII. TERM, CONDITIONS UPON RENEWAL, AND TERMINATION**

1. Term: This Agreement shall commence on September 17, 2018 and end on June 30, 2019, unless the Board notifies BCC by September 10, 2018 that fewer than five students have confirmed participation in the Early Career Program for the 2018-2019 school year.
2. Renewal: This Agreement may be extended for successive one year terms, upon agreement by the parties and execution of addenda for each successive term.
3. Breach: In the event of a breach of this Agreement by either BCC or the Board, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have seven days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to terminate this Agreement upon written notice to the breaching party as of the date specified in the written notice. In the event this Agreement is terminated, the Parties agree that it shall remain in

effect until the completion of the semester commenced at the time of such termination, in order that North Arlington Students may complete the courses and obtain credits earned.

## **VIII. MISCELLANEOUS PROVISIONS**

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

For the Board:

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

For Bergen Community College:

Dr. William Mullaney  
Vice President of Academic Affairs

400 Paramus Road  
Paramus, New Jersey 07652  
(201) 879-8989

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

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

WITNESS:

NORTH ARLINGTON BOARD  
OF EDUCATION

\_\_\_\_\_  
KATHLEEN McEWIN-MARANO  
Business Administrator/ Board Secretary

BY:\_\_\_\_\_  
GEORGE McDERMOTT  
Board President

DATED:

DATED:

WITNESS:

BERGEN COUNTY  
COMMUNITY COLLEGE

\_\_\_\_\_

BY:\_\_\_\_\_  
DR. WILLIAM MULLANEY  
Vice President, Academic Affairs

DATED:

DATED:





**BOARD OF TRUSTEES ACTION E/SA 11**  
**Approval Date: October 2, 2018**

**Resolution**

Authorize acceptance of a grant award (P031S160134) for the Hispanic Serving Institution Title V Pathways Scholars Program from the U.S. Department of Education in the amount of \$524,115.00 for year three of a five-year project, and authorize President Michael D. Redmond, or his designee, to execute required documents.

**Submitted By**

Mr. Victor Anaya, Executive Director, Finance  
Dr. William P. Mullaney, Vice President of Academic Affairs  
Dr. Waldon Hagan, Vice President for Student Services  
Dr. William J. Yakowicz, Director of Grants Administration

**Action Requested**

Year 3 of this second Title V project campaign builds on the substantial success of the first 1,2,3 Connect Title V initiative as well as the success of Years 1 and 2 of this Title V Phase II. The campaign further strengthens the institution's capacity to provide support services for students as they embark on their academic careers at Bergen. The total award for the five-year grant period from October 1, 2016 through September 30, 2021 is \$2,509,973.00. A total of \$524,511.00 is allocated for Federal FY 2019.

No additional college funds are required.



**BOARD OF TRUSTEES ACTION E/SA 12**  
**Approval Date: October 2, 2018**

**Resolution:**

Authorize the purchase of an online Professional Development Certification Program for faculty working with Title V Grant students from The Association of College and University Educators (ACUE) at a cost of \$75,000 per year for each of three years, and authorize President Michael D. Redmond, or his designee, to execute required documents.

**Submitted By**

Mr. Victor Anaya, Executive Director, Finance  
Dr. William P. Mullaney, Vice President of Academic Affairs  
Dr. Waldon Hagan, Vice President for Student Services  
Dr. William J. Yakowicz, Director of Grants Administration  
Ms. Barbara Golden, Director of Purchasing Services

**Action Requested**

Authorize purchase of the ACUE professional development program supporting 65 faculty members for each of 3 years, for a total cost of \$225,000.00. One of the enhancements included in the Title V Pathway Scholars Program are learning forums for Pathway Faculty. The Title V Faculty Core Team presented a series of hour-long workshops on topics such as Student Engagement Techniques and Syllabus Redesign, among others. Due to the large number of adjunct faculty working on the Title V Grant, many have not been able to attend more than the two-day Success Summit. The ACUE program provides a way to enhance our professional development in an online format so that every instructor has the opportunity to learn 21<sup>st</sup>-century teaching methods that can dramatically enhance student success at their own pace. ACUE has designed a series of 25 hour-long courses that review high-quality, high-impact teaching techniques which are then integrated into the faculty member's course. The ACUE courses include: Foundations of Effective Instruction; Online Teaching Essentials; Career Readiness and 21<sup>st</sup>-Century Skills; and more. ACUE has demonstrated strong outcomes, with 93% of students giving ACUE-credentialed faculty stronger evaluations than non-credentialed faculty.

**Charge To:** Title V Pathway Scholars Program Grant

**Account #:** 50-03-590600-607777



**BOARD OF TRUSTEES ACTION E/SA 13**  
**Approval Date: October 2, 2018**

**Resolution:**

Authorize submission of an application for a Musical Explorers Series grant in the amount of \$4,000.00 from the Bergen County Department of Parks Division of Historic and Cultural Affairs 2019 Bergen County Arts Grant Program, and to authorize President Michael D. Redmond, or his designee, to execute required documents.

**Submitted By**

Dr. William Mullaney, Vice President of Academic Affairs  
Mr. Victor Anaya, Executive Director, Finance  
Dr. Victor Brown, Dean, Business, Arts, & Social Sciences  
Ms. Linda Emr, Dean of the Philip J. Ciarco, Jr. Learning Center  
Mr. Dan Sheehan, Chair, Performing Arts  
Dr. William J. Yakowicz, Director of Grants Administration

**Action Requested**

Authorize submission of Bergen County Arts grant project, Musical Explorers, in the amount of \$4,000.00. This project is designed to connect students and the community to the region's rich and diverse world musical styles. In spring and fall 2019 semesters, the College proposes to invite four distinguished musical guest artists to carry out mini-residencies in music and ESL classes at Bergen Community College. Each artist will be "in residence" for a single class, visiting several times throughout the semester, co-teaching with the instructor on relevant class topics, and rehearse a song with the class. The project is to culminate in a celebratory "Musical Explorers Concert" featuring all four distinguished artists, their student performers, and community artists.

A summary follows.

The budget is in development and will be forthcoming. A college match equal to the amount of the \$4,000.00 grant is required. However, the matching amount can be in the form of in-kind costs. It is intended that these will include project director / administrative time, facilities rental, promotion, and media/technical support.

## Summary

Bergen Community College proposes a new interdisciplinary college-community collaboration called **Musical Explorers**. This project is designed to connect students and the community to the region's rich and diverse musical community as they learn to sing and move to world musical styles. In 2019, the College will invite four distinguished musical guest artists to carry out mini-residencies in music and ESL classes at Bergen Community College. Each artist will be "in residence" for a single class, visiting several times throughout the semester, co-teaching with the instructor on a relevant class topics, and rehearse a song with the class. The project would culminate in a celebratory Musical Explorers concert featuring all four distinguished artists, their student performers, and community artists. Through this yearlong project, artists, students and community members will sing together in iconic world music styles, meet local artists, learn about song traditions from different cultures and languages, and make meaningful connections with their communities.

Participating vocalists and groups from the college community, New Jersey and New York, representing the Americas, Asia, Africa, Europe and the Middle East will be invited, selected from the following list and depending on availability:

Enki Bello, singer and Colombian jazz harpist. [Enkibello.com](http://Enkibello.com)

Fatima Santos (Portuguese fado). [Fatimasantos.com](http://Fatimasantos.com)

Floxy Bee (Nigerian/Afropop). [Floxybee.com](http://Floxybee.com)

Gaida (Traditional Arab & Contemporary Jazz Sounds). [Gaidamusic.com](http://Gaidamusic.com)

Raif Hysemi & Merita Halili (Albanian/Balkan). [eefc.org/teacher/raif-hyseni](http://eefc.org/teacher/raif-hyseni)

Cantata Fan (traditional, classical and jazz performer on the Chinese pipa (lute))  
<https://www.chenfan-cantata.com/>



**BOARD OF TRUSTEES ACTION E/SA 14**  
**Approval Date: October 2, 2018**

**Resolution**

Authorization to amend the Early College Memorandum of Understanding to address the issue of out-of-county and out-of-state schools that may want to participate.

**Submitted By**

Dr. William Mullaney, Vice-President, Academic Affairs

**Action Requested**

Approve the revised Memorandum of Understanding to accommodate out-of-county and out-of-state high schools.

**Justification**

High schools outside of Bergen County are showing an increased interest in partnering with the College to offer Early College Programs to their students. The previous Memorandum of Understanding did not directly address this situation.

Memorandum of Understanding between  
\_\_\_\_ High School and  
Bergen Community College

This Memorandum of Understanding is hereby made between Bergen Community College, hereinafter referred to as “BCC,” and \_\_\_\_\_ High School, hereinafter referred to as “\_\_HS” for the purpose of establishing an Early College Agreement, that enables \_\_\_\_\_ High School students to earn college credits by taking college classes at BCC, with the possibility of earning sufficient credits as to be awarded an Associate of Arts or Associate of Science degree upon graduation from high school.

WHEREAS BCC and \_\_HS desire to create an early college program for the benefit of the students enrolled therein; and

WHEREAS the curriculum will be developed in such a way that students in that program can earn an Associate of Arts degree in \_\_ (major) \_\_, an Associate of Science degree in \_\_ (major) \_\_, or an Associate of Science degree in \_\_ (major) \_\_ from BCC upon graduation from high school; and

WHEREAS both BCC and \_\_HS are prepared to make certain modifications to their respective programs in order to honor student efforts under the Early College Agreement and to ensure that those efforts may conclude with each student receiving an Associate of Arts degree in \_\_ (major) \_\_, an Associate of Science degree in \_\_ (major) \_\_, or an Associate of Science degree in \_\_ (major) \_\_:

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, BCC and \_\_HS hereby agree as follows:

1. This terms of this Memorandum of Understanding shall be incorporated into the final Early College Agreement, to be in effect beginning September 1, 20\_\_\_. The parties may, by mutual agreement, modify the terms of this Memorandum of Understanding prior to the finalization of the Early College Agreement.
2. BCC and \_\_HS shall abide and comply with all applicable State and federal law, as well as the policies and regulations of each respective institution, as they apply to the furnishing of data, reports, and other documents as may be required to effectuate the terms of the Early College Agreement.
3. BCC shall provide the facilities, faculty, and staff necessary for the full implementation of the provisions of the Early College Agreement.
4. Students covered under the Early College Agreement shall fulfill all requirements for admission to BCC as matriculation students by June 15, 20\_\_\_.

5. \_\_HS agrees to pay all tuition at the current dual enrollment rate (1/2 the current per credit rate\*) and pay the full amount of all related college/course fees, for the Fall 20\_\_ semester and Spring 20\_\_ semester. This amount will be received by BCC on or before the due dates determined by the Registration Office for that semester.
6. \_\_HS agrees to purchase all books and supplies selected and approved by BCC to be used for the courses in which the \_\_HS students covered under the Early College Agreement are currently enrolled or shall be enrolled.
7. The residency requirement for graduating with an Associate of Arts degree in \_\_ (major) \_\_, an Associate of Science degree in \_\_ (major) \_\_, or an Associate of Science degree in \_\_ (major) \_\_ for students covered under the Early College Agreement shall be considered fulfilled when all remaining credits beyond the courses in which they are currently enrolled that are required for those degrees are taken and completed at the BCC campus as fully admitted matriculating students.
8. BCC agrees to grant \_\_HS students covered under the Early College Agreement applicable credit for all courses successfully completed.
9. BCC agrees to grant each \_\_HS student under the Early College Agreement an Associate of Arts degree in \_\_ (major) \_\_, an Associate of Science degree in \_\_ (major) \_\_, or an Associate of Science degree in \_\_ (major) \_\_ when all course requirements for that degree have been successfully completed within any applicable time, financial, residency, admission, and enrollment constraints and/or requirements specified within the Early College Agreement.
10. This Memorandum of Understanding shall not constitute a binding precedent by either BCC or \_\_HS and shall not apply to any other current or future Early College program between BCC and \_\_HS.
11. This Memorandum of Understanding may be amended or terminated only by the mutual consent of the parties, in writing, and as signed by the appropriate representative of each party.
12. This Memorandum of Understanding may be terminated by either party with a 30-day notice, in writing.

\*For schools that are outside of Bergen County or outside New Jersey, the cost would be one-half of the out-of-county or out-of-state tuition rate, respectively.

PROPOSED CLASSES FOR THE  
\_\_\_\_\_ EARLY COLLEGE PROGRAM

(LIST COURSES HERE)

WITNESS:

\_\_\_\_\_

Business Administrator/  
Board Secretary

DATED:

WITNESS:

\_\_\_\_\_

REPRESENTATIVE

DATED:

\_\_\_\_\_  
BOARD  
OF EDUCATION

BY: \_\_\_\_\_

Board President

DATED:

BERGEN COUNTY  
COMMUNITY COLLEGE

BY: \_\_\_\_\_  
PRESIDENT

DATED:





**BOARD OF TRUSTEES ACTION: Institutional 1**  
**Approval Date: October 2, 2018**

**Resolution**

Authorizing a professional services agreement with Cooley LLP, whose address is 1299 Pennsylvania Avenue NW, Suite 700, Washington, DC 20004 ("Cooley Law Firm") in an amount not to exceed \$17,500.

**Submitted By**

Victor Anaya, Executive Director, Finance

**Action Requested**

Authorizing a professional services agreement with the Cooley Law Firm to assist the College in responding to a U. S. Department of Education's Federal Program Review in an amount not to exceed \$17,500.

**Justification**

The College requires the assistance of the Cooley Law Firm, who is experienced in assisting institutions of higher education in responding to financial aid program reviews conducted by the U. S. Department of Education.

This procurement is below the pay to play threshold and the College's bid threshold, and is otherwise exempt from public bidding pursuant to N.J.S.A. 18A:64A-25.5a(1).



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**BOARD OF TRUSTEES ACTION: Institutional 2**  
**Approval Date: October 2, 2018**

**Resolution**

Approving a settlement agreement with the Marine Shale Processors Site PRP Group (the "PRP Group"), concerning hazardous waste that was allegedly disposed at a facility located at 9828 Louisiana Highway, 182 East, St. Mary Parish, Louisiana (the "Site"), which waste was generated as a result of the Bergen County Utilities Authority's (BCUA) County Household Hazardous Waste Program, for which the College is an authorized drop-off site. Accordingly, the BCUA has agreed to pay the requested settlement amount up to \$80,587.50 in return for which the College and the BCUA shall be released from further liability.

**Submitted By**

Victor Anaya, Executive Director, Finance

**Action Requested**

Approval of a settlement agreement with the PRP Group concerning hazardous waste that was allegedly disposed at the Site, which waste was generated as a result of the BCUA's County Household Hazardous Waste Program, for which the College is an authorized drop-off site.

**Justification**

On August 20, 2018, the PRP Group sent a letter to the College asserting that the College arranged for the disposal of hazardous waste at the Site, which resulted in Site contamination. The PRP Group claimed that it spent in excess of \$2 million to remediate the contamination, and that the College was liable for the remediation under the CERCLA Superfund law, 40 U.S.C. § 9601 *et seq.* The PRP Group offered to resolve the matter in exchange for a *de minimis* settlement payment of \$300/ton, i.e., \$80,587.50 (268.625 tons of waste x \$300/ton).

Upon further investigation, the College discovered that the subject waste was household hazardous waste that was collected by the BCUA's County Household Hazardous Waste Program for which the College is an authorized drop-off site. Consequently, after communicating with the BCUA, on September 25, 2018, the BCUA adopted Resolution 18-1-040, a copy of which is attached hereto, agreeing to settle the PRP Group's claims against the College and the BCUA upon execution and payment of the settlement amount. Once the settlement payment has cleared, the PRP Group will provide a General Release to the College and the BCUA concerning all claims relating to the Site.

Given the costs and risks associated with litigating any action that may be filed by the PRP Group against the College and/or the BCUA, and further given that the BCUA has acknowledged responsibility for the waste at issue and will be making the *de minimis* settlement payment on the College's behalf, the College has determined that it would be advantageous to, and in the best interests of, the College to accept the offer of settlement presented by PRP Group.

**BERGEN COUNTY UTILITIES AUTHORITY  
RESOLUTION**

**WHEREAS**, the Bergen County Utilities Authority (the "Authority") is a county utilities authority organized and existing pursuant to the Municipal and County Utilities Authority Law, N.J.S.A. 40:14B-1 et seq. to provide the services enumerated in N.J.S.A. 40:14B-2 in the County of Bergen, including but not limited to sewage collection and disposal services and the relief of waters in or bordering the State from pollution arising from causes within the district and the relief of waters in, bordering or entering the district from pollution or threatened pollution on behalf of its constituent members; and

**WHEREAS**, the operation and maintenance of an effective and efficient water pollution control system represents a vital responsibility of government that is essential to ensuring the health, safety, and welfare of those whose daily life activities depend on such a system; and

**WHEREAS**, the Authority plays an important role in providing these essential services within the Authority's sewer service district, which is comprised of fifty-two (52) municipalities in Bergen County serving approximately 575,000 people; and

**WHEREAS**, in addition to those essential services, the Authority operates a Household Hazardous Waste Management and Disposal Program (the "HHW Program") for all residents of Bergen County, providing a location for the proper disposal of household-generated hazardous waste; and

**WHEREAS**, as part of the HHW Program the Authority conducts multiple events each calendar year where Bergen County residents are provided the opportunity to safely discard household hazardous waste materials for disposal at several different locations, including at Bergen Community College, 400 Paramus Road, Paramus, New Jersey (the "College"); and

**WHEREAS**, the household hazardous waste materials collected by the Authority during such HHW Program events is ultimately disposed of at appropriate hazardous waste collection facilities, including a hazardous waste collection facility located at 9828 Louisiana Highway, 182 East, St. Mary Parish, Louisiana (the "Disposal Facility") which was previously operated by Marine Shale Processors, Inc. ("MSP"); and

**WHEREAS**, the College, by correspondence of its legal counsel dated September 20, 2018, advised the Authority that as a result of the ultimate disposal of certain household hazardous waste materials collected at the College during such a collection event offered to the residents of Bergen County by the Authority, the College has been contacted by legal counsel for Marine Shale Processors Site PRP Group (the "PRP Group") who notified the College that the disposal of the materials collected at the College by the Authority resulted in contamination at the disposal facility requiring PRP Group to spend in excess of \$2,000,000.00 in administrative, investigative, engineering and other such costs in order to remediate the contamination discovered; and

**WHEREAS**, a party which arranges for the disposal of hazardous substances at hazardous waste collection facilities, such as the Authority did with the Disposal Facility, is then liable for remediation of resulting contamination under the CERCLA Superfund law, 40 U.S.C. § 9601 et seq.; and

**WHEREAS**, PRP Group has advised the College that, in exchange for the *de minimus* payment of \$300.00 per ton of waste, PRP Group is agreeable to resolving any and all claims against the College, as a liable party under the CERCLA Superfund law, resulting from the disposal of household hazardous waste materials collected at the College by the Authority and ultimately delivered to the Disposal Facility; and

**WHEREAS**, PRP Group has further advised the College that it has calculated the total weight of waste collected at the College and then delivered to the Disposal Facility to be 268.625 tons, resulting in a proposed payment of \$80,587.50 by the College to PRP Group in full settlement of all claims as referenced above; and

**WHEREAS**, PRP Group has advised the College that in the event said payment is not provided to PRP Group as demanded, PRP Group shall file an action in Louisiana seeking to collect damages against the College well in excess of the proposed settlement payment; and

**WHEREAS**, following consultation with representatives of the College, the Authority has determined that it is the liable party under the facts presented and not the College and, as a result, the Authority has concluded that it should make the settlement payment as has been demanded by PRP Group; and

**WHEREAS**, the Authority, acknowledging the costs and risks associated with litigating any action to be filed by PRP Group against the College and/or the Authority, has determined that it would be advantageous to, and in the best interests of, the Authority and its ratepayers, to accept the offer of settlement presented by PRP Group to the College to resolve this matter and to make payment to PRP Group in the amount of \$80,587.50 and to pursue indemnification of this claim, seeking full reimbursement from the HHW Program vendor which allegedly disposed of the materials collected at the College at the Disposal Facility; and

**WHEREAS**, the Authority's Acting Treasurer has certified that funds are available for this purpose.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Bergen County Utilities Authority as follows:

1. The Executive Director, or his designee, shall be and is hereby authorized to execute an agreement by and among the Authority, the College and/or PRP Group providing for the settlement of any and all claims of PRP Group against the College and/or the Authority, which terms shall include the payment of an amount up to the sum of

\$80,587.50 by the Authority to PRP Group, in the form acceptable to the Executive Director and satisfactory to the Authority as evidenced by his signature thereon.

2. The Authority's General Legal Counsel shall be and is hereby authorized to prepare and execute any and all documents necessary to finalize the making of the payment to PRP Group and resolving the claims of PRP Group as authorized and directed by this Resolution.

3. A copy of this Resolution and a copy of the agreement entered into by the Authority pursuant to this Resolution shall be placed on file and made available for public inspection in the office of the Executive Director upon execution by all parties to the agreement.

4. The Acting Treasurer's Certification that funds are available shall be maintained on file at the Authority and made a part hereof.

5. The formal action(s) of the Commissioners of Authority embodied herein are expressly contingent upon and subject to the provisions of N.J.S.A. 40:14B-14(b).

I hereby certify the foregoing to be a true copy of the Resolution adopted by the Bergen County Utilities Authority at its meeting of September 25, 2018.



Michael Henwood, Secretary

Dated: September 25, 2018

BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION DATE: 9/25/2018

RESOLUTION #: 18-1-40

THIS IS TO CERTIFY TO THE COMMISSIONERS OF THE BERGEN COUNTY UTILITIES  
AUTHORITY THAT THERE ARE:

FUNDS AVAILABLE

X

FUNDS ARE NOT AVAILABLE

BUDGET ACCOUNT

PROPERTY REMEDIATION EXPENSE

S-640-50500-000

VENDOR

MARINE SHALE PROCESSORS SITE PRP GROUP

CONTRACT NUMBER

N/A

REASON

DISPOSAL FACILITY SITE  
CONTAMINATION SETTLEMENT

AMOUNT

\$80,587.50

CONTRACT LENGTH

N/A

Matthew Carter  
ACTING TREASURER

## SETTLEMENT AGREEMENT

**WHEREAS**, the Marine Shale Processors Site (AI No. 5414) (the "Site") consists of approximately 48 acres and is located at 9828 Louisiana Highway 182 East approximately 1.5 miles west of Amelia, St. Mary Parish, Louisiana, and is bordered by Louisiana Highway 90 to the north, industrial properties to the northwest and to the southeast, and Bayou Boeuf to the southwest; and

**WHEREAS**, Marine Shale Processors, Inc. ("MSP") purchased the Site in 1984 and converted it into a waste processing and treatment facility for non-hazardous oil field wastes, but in 1985, MSP began to incinerate hazardous wastes, including a wide variety of organic and inorganic hazardous substances; and

**WHEREAS**, as many as 7,700 entities, including the signatories hereto, are alleged to have arranged for the treatment, storage, or disposal of hazardous substances and wastes at the Site, and the "nexus" of such entities with the Site is documented in hazardous waste manifest records in the possession of the Louisiana Department of Environmental Quality ("LDEQ") and/or the United States Environmental Protection Agency ("USEPA"); and

**WHEREAS**, MSP ceased operating the facility in 1996 but left behind storage tanks and bins containing incinerated waste residues and untreated waste, on-site stockpiles of incinerated waste and untreated waste, and fill material composed of incinerated waste material; and

**WHEREAS**, the USEPA and the LDEQ have issued demand letters to forty-six (46) entities who allegedly arranged for the treatment, storage, or disposal of waste at the Site, advising them that they should enter into an agreement to undertake a remedial investigation and corrective action study and remedial action at the Site, and providing such parties with information as to the other potentially responsible parties ("PRPs") with a "nexus" to the Site, including the signatories hereto; and

**WHEREAS**, twenty-eight (28) of the PRPs have entered into an agreement to (1) devote their resources to efficiently address any claims that may be asserted by the United States, the State of Louisiana, or other parties in connection with the Site, (2) allocate among themselves common legal, technical, administrative, and other costs incurred in connection with this matter, and (3) cooperate among themselves in this effort (the "Marine Shale Processors Site Joint Defense and PRP Agreement") and, pursuant thereto, have organized and constitute themselves when acting collectively under the terms of Marine Shale Processors Site Joint Defense and PRP Agreement as the "MSP Site PRP Group"; and

**WHEREAS**, the MSP Site PRP Group has established committees in an effort to, *inter alia*, coordinate, negotiate, and manage the investigation and remedial actions at the Site and seeks to try to avoid the costs of litigation with the LDEQ and USEPA, as well as litigation by and amongst the PRPs in related contribution actions; and



**WHEREAS**, the MSP Site PRP Group has retained consultants to carry out necessary actions to proceed with the remedial investigation and corrective action study, as well as other activities that may be approved by the MSP Site PRP Group; and

**WHEREAS**, in accordance with the Cooperative Agreement for Site Investigation and Remediation executed by the MSP Site PRP Group and the LDEQ, a remedial investigation and corrective action study are being conducted at the Site in accordance with applicable statutory and regulatory requirements; and

**WHEREAS**, the MSP Site PRP Group has reviewed the “waste-in” volumetric quantity information provided by the United States Department of Justice which was prepared from hazardous waste manifest documents and has determined that approximately 85 PRPs in this volume range, should be afforded the early opportunity, based upon the relatively small volume of wastes they shipped to the Site, to “cash-out”, and thereby avoid transaction or litigation expenses; and

**WHEREAS**, the MSP Site PRP Group has considered the matter, has determined that the cash-out amounts represent a reasonable contribution by the cashed-out parties for their fair share of costs incurred and to be incurred by the MSP Site PRP Group, and has voted to approve a “cash-out” settlement to be offered to the PRPs, and to so advise the State of Louisiana of such settlement effort; and

**WHEREAS**, the MSP Site PRP Group has and will continue to incur significant costs in the investigation of the Site, as well as in negotiations with state and federal officials, etc.; and

**WHEREAS**, the PRPs to whom an early “cash-out” opportunity is being extended are not members of the MSP Site PRP Group, and have, to date, been able to avoid costs and expenses associated with the Site, and are not being asked to pay a “participation fee” to the MSP Site PRP Group or to accept any future liability risk associated with costs of the implementation of investigation and remediation activities at the Site; and

**WHEREAS**, the MSP Site PRP Group members have agreed to compromise, release, and waive any claims under state or federal laws that the MSP Site PRP Group and its members have, or may have, arising from the release or threat of release of hazardous substances at, on, or from the Site, against such of the PRPs that accept this early cash-out settlement opportunity.

**NOW, THEREFORE**, in consideration of the mutual promises, representations, and warranties contained herein, and for other good and valuable consideration, the MSP Site PRP Group and the undersigned party signatories (hereinafter, individually, "cash-out party" and collectively, "cash-out parties") agree as follows:

#### **AGREEMENT**

1. Each cash-out party shall pay the MSP Site PRP Group the amount of \$300.00 per ton. The payment shall be made no later than 5 business days after the cash-out party's execution of this Settlement Agreement. The payment shall be made payable to the **MARINE SHALE PROCESSORS SITE TRUST (Federal Tax ID Number 47-6335896)**.
2. Each cash-out party represents and warrants that it has no information in its possession or in the possession of any of its representatives or agents that reflects total shipments of waste by that cash-out party to the Site in excess of 500 tons. The MSP Site PRP Group relies upon such warranty and representation and reserves all of its rights to re-open this matter and pursue any and all claims against the cash-out party that it and its members may have in the event that such warranty and representation is not accurate. Each cash-out party also represents and warrants that it will not alter, destroy, or otherwise dispose of any records, documents, or other information that reflects shipments of waste by the cash-out party to the Site or the cash-out party's potential liability regarding the Site, pending final settlement of this matter, and that it has not done so after receiving the settlement packet provided to cash-out parties.
3. Furthermore, in the event the MSP Site PRP Group obtains additional information that identifies total shipments of waste in excess of the above 500 tons by the cash-out party or a related entity, then this Agreement shall be modified accordingly to reflect any additional payment that may be required by the cash-out party, to receive the benefit of this Agreement.
4. The cash-out parties shall have no obligation to the MSP Site PRP Group to undertake or pay for any investigation or remediation of any kind, or for any other cost of response, past or present, at the Site.
5. The MSP Site PRP Group, upon the receipt of a cash-out party's properly executed Settlement Agreement and payment, shall execute and issue a general release to that cash-out party in the form set forth in Attachment E to the settlement packet provided to cash-out parties.
6. The MSP Site PRP Group shall advise the LDEQ of the payment by the cash-out party, will confirm that the payment is fair and reasonable, and, without warranty, will use its best efforts to have the cash-out party named as a participating PRP in any agreement or consent order with the LDEQ, so that the cash-out party shall be entitled to receive any and all liability protections afforded by such agreement or consent order.

7. Upon its execution by the MSP Site PRP Group and a cash-out party, this Settlement Agreement shall be a contract and may be enforced as such. Except to the extent necessary to seek a remedy for any breach of this Settlement Agreement, this Settlement Agreement is not and shall not be offered or deemed as an admission of fact, law, or liability of any party. This Settlement Agreement shall be governed by and interpreted in accordance with the laws of Louisiana and constitutes the entire agreement among the parties. This Settlement Agreement shall be binding on all signatories and their successors and assigns.
8. This Settlement Agreement may be executed in multiple counterparts, each of which may be deemed an original, but all of which shall be deemed one and the same Settlement Agreement.

**Marine Shale Processors Site PRP Group**

\_\_\_\_\_  
Steve Holt  
Chairman, Steering Committee

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

**Cash-Out Party (1 of 2):**

**BERGEN COMMUNITY COLLEGE**

By:   
(Signature)

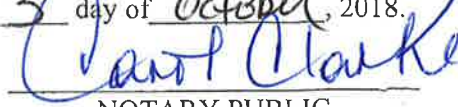
Victor Anaya  
(print name)

Title: Ex. Director of Finance

Date: 10/3/18

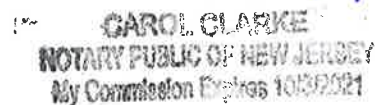
TIN: 22-182 0506

Thus sworn and signed before me on this the  
3 day of October, 2018.



NOTARY PUBLIC

My commission expires: 10/3/2021



**Marine Shale Processors Site PRP Group**

\_\_\_\_\_  
Steve Holt  
Chairman, Steering Committee

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

**Cash-Out Party (2 of 2):**

**BERGEN COUNTY UTILITIES AUTHORITY**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(print name)

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

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

TIN: \_\_\_\_\_

Thus sworn and signed before me on this the  
\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_



**BOARD OF TRUSTEES ACTION P 1**  
**Approval Date: October 2, 2018**

**Resolution**

Approval of Position/Title: Managing Director, Physical Plant and Grounds (Confidential)

**Submitted By**

Dr. Michael D. Redmond, President

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

Mr. James R. Miller, Executive Director, Human Resources

**Action Requested**

To approve the following position/title.

Managing Director, Physical Plant and Grounds

**Justification**

Due to staff retirements, there is a need to recruit a senior leadership position in the Facilities, Planning and Operations area. This position will be "at-will".

# **BERGEN COMMUNITY COLLEGE**

## **JOB DESCRIPTION**

**TITLE:** Managing Director, Physical Plant and Grounds

**DEPARTMENT:** Facilities Planning, Operations and Public Safety

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**FUNCTION:** The Managing Director of the Physical Plant and Grounds oversees all physical plant operations, including planning, budgeting and procurement, monitoring of physical plant operations and code compliance, energy conservation and preventive maintenance programs, and other related projects as assigned. The person works closely with the Director of Campus Planning and Improvements to coordinate and oversee, as appropriate, renovation and construction projects, supervises as well as various College departments and personnel, State and County agencies, contractors, architects, engineers, and design professionals. The Managing Director is responsible for developing annual goals consistent with the College's strategic plan and for the systematic assessment of programs, activities, and services.

**REPORTS TO:** Vice President, Facilities Planning, Operations and Public Safety

**SUPERVISES:** Buildings and Grounds Operations, Energy & Plant Management, and Facilities Planning & Construction, and Custodial Services.

### **MAJOR RESPONSIBILITIES:**

Responsibilities include but are not limited to:

1. Oversees all physical plant operations and projects, and provides administrative and technical direction and supervision to department staff in completing work assignments.
2. Supervises the execution of work by outside vendors and contractors/subcontractors, to ensure that standards and specifications and project deadlines are met.
3. Ensures proper upkeep of facilities and grounds including general appearance, HVAC and other physical plant systems, lighting, cleanliness and sanitation, snow removal, and emergency situations affecting the campus.
4. Establishes priorities and develops plans, both long and short term, for all aspects of physical plant operations, including preventive maintenance programs, effective control systems, site and facilities operations, and prepares regularly reports on site conditions and plant facilities.
5. Coordinates the administration of service contracts for maintenance, repair and other services affecting facilities, equipment and furnishings.
6. Prepares budget projections and requests, both operational and capital, and ensures that projects stay on budget.

7. Provides technical expertise and guidance to all key stakeholders as needed..
8. Coordinates purchase of necessary supplies, equipment and services from appropriate sources and maintains proper inventory control over maintenance and consumable supplies.
9. Maintains sufficient records, files, controls, procedures to insure management and work production and updates the repository for all plant blueprints, drawings, and floor plans.
10. Acts as performance manager for all direct reports including managing day to day performance, producing and communicating written performance evaluations, approving requested time off, and other points of compliance with human resource rules, applicable laws and regulations, and unit collective bargaining agreements.
11. Performs other duties as assigned.

## **MINIMUM QUALIFICATIONS :**

### **Knowledge, Skills and Abilities:**

The Managing Director of the Physical Plant and Grounds must have excellent communication and relationship building skills and have a demonstrated ability to manage multiple projects without close supervision. Knowledge of fire and safety management techniques and operations, BOCA and OSHA codes, inventory control systems, and general physical plant systems and operations required. Further, the Managing Director of the Physical Plant and Grounds must be technologically proficient in common office desktop software such as Microsoft Office Suite, and familiar with cloud-based collaborative software and platforms and systems commonly used in facilities and plant management.

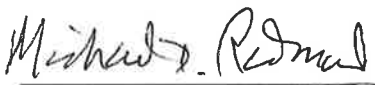
**Education:** Bachelors Degree in Engineering, Architecture or Construction Management or appropriately related field required; Master's Degree preferred.

**Experience:** Minimum of five years of progressively responsible experience in facilities management including the direct supervision of staff. Experience working in a collective bargaining environment preferred.

**Other Requirements:** Must be able available to respond to off-hours emergencies, including weather related emergencies.

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Submitted by:  Date: 9-13-18  
Mr. William Corcoran  
Vice-President, Facilities Planning, Operations and Public Safety

Approved by:  Date: 9/13/2018  
Dr. Michael D. Redmond  
President

Reviewed by:  Date: 9/13/18  
Mr. James R. Miller,  
Executive Director, Human Resources

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WITH OR WITHOUT NOTICE**





**BOARD OF TRUSTEES ACTION P 2**  
**Approval Date: October 2, 2018**

**Resolution**

Approval of Position/Title: Manager, Environmental Health & Safety (Professional Staff)

**Submitted By**

Dr. Michael D. Redmond, President

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

Mr. James R. Miller, Executive Director, Human Resources

**Action Requested**

To approve the following position/title.

Manager, Environmental Health & Safety

**Justification**

Due to staff retirement, there is a need to replace the College's Health and Safety staff member.

## **BERGEN COMMUNITY COLLEGE**

### **JOB DESCRIPTION**

**TITLE:** Manager of Environmental Health and Safety (Professional)

**DEPARTMENT:** Facilities Planning, Operations and Public Safety

---

**FUNCTION:** Manages the College's compliance with NJ PEOSH standards, rules and regulations. Ensure that the College complies with federal, state, and local laws and regulations regarding substance and materials management; measures environmental conditions throughout the College community. Designs, develops and coordinates related environmental health and safety programs.

**REPORTS TO:** Vice President, Facilities Planning, Operations and Public Safety

**SUPERVISES:** N/A

#### **MAJOR RESPONSIBILITIES:**

Responsibilities include but are not limited to:

1. Works to ensure the College's compliance with NJ PEOSH, federal, and local statutes evaluating existing programs and/or creating and implementing programs and mechanisms to foster the College's awareness of and compliance with environmental, occupational health and safety issues and regulations governing laboratory safety, air and water emissions, fire safety, hazardous waste, industrial hygiene, infectious waste, laboratory safety.
2. Develops and implements a written hazards communication program; trains employees on hazards and the appropriate precautions necessary to ensure their safety and the safety of others; provides readily available information/instructions for handling and disposing of hazardous chemicals.
3. Monitors proposed changes and new developments in environmental, occupational health and safety laws. Advises management of the impact of such changes and developments on the College's policies, procedures and programs. Recommends appropriate courses of actions, as necessary.
4. Serves as the Chief Inspection Officer for incidents involving safety of College students, employees and property.
5. Supervises safety inspections and audits of College buildings, laboratories, storage tanks, etc. Responds to and reviews concerns, test results and citations from NJ PEOSH and other agencies.
6. Checks College buildings and grounds; recommends necessary actions to eliminate safety hazards.
7. Coordinates safety-related activities with other College units and state and federal safety agencies.
8. Conducts the Industrial Hygiene Survey where potential hazards exist at the College every three years and the Annual Workplace Survey of hazardous and non-hazardous materials.
9. Assists administrators in implementing the approved recommendations from the Industrial Hygiene Survey and the Annual Workplace Surveys of hazardous and non-hazardous materials.
10. Liaises with federal and state authorities, local health departments, and other officials in implementing applicable rules and regulations not limited to the Right to Know, smoking, air

quality, etc.

11. Administers fire safety activities including evacuation procedures, education and drills; coordinates building and equipment inspections to detect fire hazards according NJ PEOSH and local regulations.
12. Prepares Capital Budget estimates/requests for related environmental and facilities' expenditures.
13. Performs additional tasks as assigned.

## **MINIMUM QUALIFICATIONS:**

**Knowledge, Skills and Abilities:** Demonstrates understanding of the community college mission and practices an open door policy. Comprehensive knowledge of NJ PEOSH, federal, local, statutes and regulations governing environmental, health and safety including, but not limited to, fire and building codes, laboratories, air and water emissions, underground storage tanks, hazard waste management, and hazardous communications. Knowledge of technical methods and analytical techniques used to evaluate compliance with environmental, health and safety laws. Ability to handle confidential information and to manage multiple projects, programs and issues concurrently. Ability to work a flexible schedule and be on call during a 24 hour a day, seven days per week. Technologically proficient in common office desktop software and familiar with cloud based computing and collaborative platforms and software.

Excellent skills in:

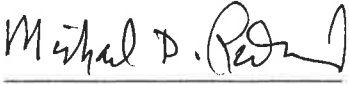
- Communication
- Customer and Student Focus
- Building Relationships
- Organizing
- Planning

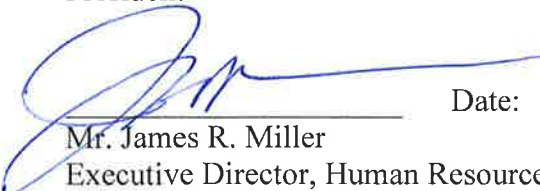
**Education:** Bachelor's degree with eight (8) or more years of experience; Masters preferred in Engineering or related field related to environmental and/or occupational health and safety

**Experience:** Eight (8) years of experience in the management and administration of an environmental, occupational health and safety program, and/or physical plant operations. Certification as a Safety Professional preferred.

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Submitted by:  Date: 9-11-18  
Mr. William Corcoran,  
Vice-President, Facilities Planning, Operations and Public Safety

Approved by:  Date: 9/11/2018  
Dr. Michael D. Redmond  
President

Reviewed by:  Date: 9/11/2018  
Mr. James R. Miller  
Executive Director, Human Resources

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**BOARD OF TRUSTEES ACTION P 3**  
**Approval Date: October 2, 2018**

**Resolution**

Termination: Professional Staff

**Submitted By**

Dr. Michael D. Redmond, President

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

Mr. James R. Miller, Executive Director, Human Resources

**Action Requested**

To approve the termination of the following individual:

<u>Name</u>	<u>Position/Division</u>	<u>Effective Date</u>
Samuel John	Manager, Facilities/Projects/Buildings and Grounds	10/03/18

**Justification**

Position elimination due to results of the restructuring of positions and responsibilities within the Buildings and Grounds department.



**BOARD OF TRUSTEES ACTION P 4**  
**Approval Date: October 2, 2018**

**Resolution**

Elimination of Position Title

**Submitted By**

Dr. Michael D. Redmond, President

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

Mr. James R. Miller, Executive Director, Human Resources

**Action Requested**

To eliminate the following position title effective October 3, 2018.

**Position Titles**

Manager of Facilities Projects

**Justification**

To eliminate the position title of Manager of Facilities Projects as a result of a reorganization in the Buildings and Grounds area.



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**BOARD OF TRUSTEES ACTION P 5**  
**Approval Date: October 2, 2018**

**Resolution**

Approval of Position/Title: Executive Vice-President

**Submitted By**

Dr. Michael D. Redmond, President

**Action Requested**

To approve the following position/title.

Executive Vice-President

**Justification**

To approve the position/title and job description as part of Dr. Redmond's larger reorganization of the college to better align resources.

**BERGEN COMMUNITY COLLEGE  
JOB DESCRIPTION SHEET**

**POSITION TITLE: EXECUTIVE VICE PRESIDENT**

**POSITION SUMMARY**

The Executive Vice President works closely with the President and assists with a wide range of matters of institutional importance, including personnel, collective bargaining, legal matters, general administration, policies, and procedures; leads College's strategic planning, assessment, and institutional renewal efforts; works closely with senior leadership to develop and implement programs to achieve strategic business goals and services, including, but not limited to, the management and assessment of organizational and training needs

**SUPERVISION RECEIVED**

Reports to the President

**SUPERVISION EXERCISED**

Executive Director, Human Resources  
Center for Institutional Effectiveness  
Grants  
Institutional Review Board

**MAJOR JOB RESPONSIBILITIES:**

Responsibilities include but are not limited to:

1. Works closely with other senior staff to coordinate the development, implementation, and assessment of presidential initiatives and other interdivisional institutional efforts.
2. Provides senior level leadership to College strategic planning, assessment, and institutional renewal initiatives.
3. Assesses needs for organizational development and training to meet the strategic and change management needs of the institution.
4. Leverages best practices, benchmarking, and meaningful emerging trends to improve overall quality of service delivery and customer service excellence.
5. Develops and implements employee performance management programs and processes that cultivate a culture of accountability and achievement.
6. Serves as the senior management spokesperson in labor relations, and
7. Collaborates with managers, labor, employees, and legal counsel in dispute resolution, problem solving, regulatory compliance, and mitigation of risk.
8. Works with leadership and labor to support compensation equity and consistency, and to ensure competitiveness.

**OTHER DUTIES**

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.



## MINIMUM QUALIFICATIONS:

### Knowledge, Skills and Abilities:


1. Demonstrates understanding of the community college mission.
2. Excellent analytical ability, including the ability to read, analyze, and interpret complex documents.
3. Excellent written and oral communication skills, including making effective and persuasive speeches and presentations to internal and external audiences.
4. Demonstrated competency in project management.
5. Technologically proficient in common office desktop software, cloud software and collaborative cloud platforms.

**Education:** Earned Master's Degree (Doctoral degree, preferred) from an accredited college or university, preferably with significant course work in organizational development, public administration, industrial/labor relations, or closely related fields.

**Experience:** Minimum of ten years of progressive leadership experience, including senior level leadership, preferably in community college administration, that includes oversight and management of complex, sensitive projects with organization wide impact in a collective bargaining environment.

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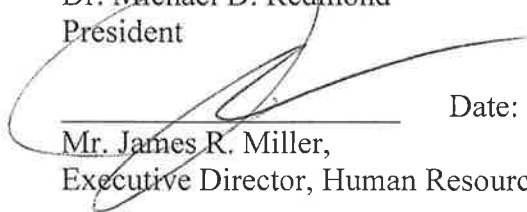
Submitted by:

  
Dr. Michael D. Redmond  
President

Date:

9/14/2018

Reviewed by:

  
Mr. James R. Miller,  
Executive Director, Human Resources

Date:

9/14/2018

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**BOARD OF TRUSTEES ACTION P 6**  
**Approval Date: October 2, 2018**

**Resolution**

Rescind: Clinical Coordinator

**Submitted By**

Dr. Michael D. Redmond, President

Dr. William Mullaney, Vice President, Academic Affairs

Mr. James R. Miller, Executive Director, Human Resources

**Action Requested**

To rescind the appointment of the following individual as Clinical Coordinator.

<u>Name</u>	<u>Position</u>	<u>Discipline/Division</u>	<u>Effective Date</u>
Joanne Piccininni	Clinical Coordinator	Paramedic Science/ Health Professions	09/01/18 (retroactive)

**Justification**

Rescind appointment due to appointment as Program Coordinator/Director.



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**BOARD OF TRUSTEES ACTION P 7**  
**Approval Date: October 2, 2018**

**Resolution**

Appointment: Tenure Track Faculty

**Submitted By**

Dr. Michael D. Redmond, President

Dr. William Mullaney, Vice President, Academic Affairs

Mr. James R. Miller, Executive Director, Human Resources

**Action Requested**

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

<u>Name</u>	<u>Rank/Discipline/Division</u>	<u>Salary</u>	<u>Effective Dates</u>
Stephanie Niemiec	Associate Instructor/ Paramedic Science/Health Professions	\$50,113.00	09/01/18 – 06/30/19 (retroactive)

**Justification**

To fill a budgeted position through a successful search process.



**BOARD OF TRUSTEES ACTION P 8**  
**Approval Date: October 2, 2018**

**Resolution**

Appointment: Clinical Coordinator

**Submitted By**

Dr. Michael D. Redmond, President

Dr. William Mullaney, Vice President, Academic Affairs

Mr. James R. Miller, Executive Director, Human Resources

**Action Requested**

To appoint the individual listed below to the position of Clinical Coordinator at the stipend shown for the period September 1, 2018 – June 30, 2019.

<b><u>Name</u></b>	<b><u>Department/Division</u></b>	<b><u>Annual Stipend</u></b>
<b><u>CLINICAL COORDINATOR</u></b>		
Stephanie Niemiec	Paramedic Science/Health Professions	\$4,750.00

**Justification**

In accordance with the terms of the Agreement between Bergen Community College and the Bergen Community College Faculty Association.



**BOARD OF TRUSTEES ACTION P 9**  
**Approval Date: October 2, 2018**

**Resolution**

Appointment: Testing Coordinators

**Submitted By**

Dr. Michael D. Redmond, President  
Dr. William Mullaney, Vice President, Academic Affairs  
Mr. Adam Goodell, Dean of Humanities  
Mr. James R. Miller, Executive Director, Human Resources

**Action Requested**

To appoint the individuals listed below to the position of Testing Coordinators at the stipends shown for the period September 1, 2018 – June 30, 2019.

<b><u>Name</u></b>	<b><u>Department/Discipline</u></b>	<b><u>Annual Stipend</u></b>
Leah Carmona	ALP Level One/English	\$1,000.00
Robert Freud	ALP Level Two/English	\$1,000.00
Peter A. Helff	EBS/English	\$1,000.00
Olga Weston	ALP Level Three/English	\$1,000.00
Susana Lansangan	ALP Foundations/English	\$1,000.00
Heidi Lieb	ALP Speech/English	\$ 500.00

**Justification**

In accordance with the terms of the Agreement between Bergen Community College and the Bergen Community College Faculty Association.



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**BOARD OF TRUSTEES ACTION P 10**  
**Approval Date: October 2, 2018**

**Resolution**

Approve stipends for Nursing Clinical Faculty for Fall 2018 semester

**Submitted By**

Dr. Michael D. Redmond, President  
Dr. William Mullaney, Vice President, Academic Affairs  
Mr. James Miller, Executive Director, Human Resources

**Action Requested**

To approve payment of stipends for the following individuals in the Nursing Clinical Faculty in the amounts indicated for the Fall 2018 semester.

<b><u>Name</u></b>	<b><u>Semester stipend amount</u></b>
<b><u>Full time</u></b>	
Maryanne Baudo	\$2,400.00
Nicole Cerussi	\$2,400.00
Joanne Diamantidis*	\$3,600.00
Maria Fressola	\$2,400.00
Marie Griffo	\$2,400.00
Margaret Hayes	\$2,400.00
Joan McManus	\$2,400.00
Megan Mendez	\$2,400.00
Lillian Ostrander	\$2,400.00
Carrie Polnyj	\$2,400.00
Carmen Torres	\$2,400.00
Toni Tortorella-Genova	\$2,400.00
Sharon Zaucha	\$2,400.00

**Adjuncts**

Barbara (Schweiger) Albanese	\$2,400.00
Karen Antequera	\$2,400.00
Djeane Bartholomew**	\$1,200.00
Rhonda (Joseph) Boggi	\$2,400.00
Jessica Brown**	\$1,200.00
Nicole Cofini	\$2,400.00
Carmella Cuccurullo	\$2,400.00
Marie Dezart**	\$1,200.00
Peggy Ensslin**	\$1,200.00
Giuseppina Finnerty	\$2,400.00
Maureen Imbrogno	\$2,400.00

**Board of Trustees Action P 10**  
**October 2, 2018**  
**Page 2**

<b><u>Name</u></b>	<b><u>Stipend amount</u></b>
Jim Keogh	\$2,400.00
Michael Lang	\$2,400.00
Easter Grace Mana-ay Rio**	\$1,200.00
Sharon Mancini**	\$1,200.00
Teresa Meyer	\$2,400.00
Tom Negri	\$2,400.00
Rolinda Nwonkoko**	\$1,200.00
Pam Pascarelli**	\$1,200.00
Suzanne Peller	\$2,400.00
Kristina Rioux**	\$1,200.00
Josephine Rodriguez	\$2,400.00
Noelle Schuster**	\$1,200.00
Athena Serrano Torres**	\$1,200.00
Elizabeth Vaccarino	\$2,400.00
Anna Wolfson**	\$1,200.00

\* for additional ½ semester clinical

\*\* for ½ semester clinical only

**Justification**

Payment of Nursing Clinical Faculty stipends for the hiring and retention of skilled clinical instructors as per the negotiated agreement with the BCCFA.

Charge To: Nursing: Stipends

Account Number: 10-03-352000-601153



**BOARD OF TRUSTEES ACTION P 11**  
**Approval Date: October 2, 2018**

**Resolution**

Retirement: Professional Staff

**Submitted By**

Dr. Michael D. Redmond, President

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

Mr. James R. Miller, Executive Director, Human Resources

**Action Requested**

To accept the retirement of the following individual:

<u>Name</u>	<u>Position/Division</u>	<u>Effective Date</u>
Joseph Pagano	Assistant Director of Public Safety/ Public Safety	10/01/18 (retroactive)

**Justification**

Retirement





**BOARD OF TRUSTEES ACTION P 12**  
**Approval Date: October 2, 2018**

**Resolution**

Retirement: Professional Staff

**Submitted By**

Dr. Michael D. Redmond, President

Dr. Waldon Hagan, Vice President, Student Affairs

Mr. James R. Miller, Executive Director, Human Resources

**Action Requested**

To approve the retirement of the following individual:

<u>Name</u>	<u>Position/Division</u>	<u>Effective Date</u>
Eunice Dominguez	Testing Assistant/Office of Testing Services/ Student Affairs	10/01/18 (retroactive)

**Justification**

Retirement



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**BOARD OF TRUSTEES ACTION P 13**  
**Approval Date: October 2, 2018**

**Resolution**

Rescind Appointment: Coaching Staff

**Submitted By**

Mr. James Miller, Executive Director, Human Resources

**Action Requested**

To rescind the appointment (P11, September 4, 2018) of the following individual from the position indicated.

<u>Name</u>	<u>Position/Sport</u>	<u>Effective Date</u>
Alvin Pratt	Assistant Coach/Men's Basketball	10/01/18 (retroactive)

**Justification**

Rescind appointment



**BOARD OF TRUSTEES ACTION P 14**  
**Approval Date: October 2, 2018**

**Resolution**

Whereas the Bergen Community College ("College") and the Bergen Community College Support Staff Association ("BCCSA") agree that this document represents the current collective negotiation agreements for the representative association.

**Submitted By**

Dr. Michael D. Redmond, President

Mr. James R. Miller, Executive Director, Human Resources

**Action Requested**

To approve the consolidated contract document for the Bergen Community College Support Staff Association ("BCCSSA") collective negotiation association.

**Justification**

This document includes no new collective negotiation agreements, but rather consolidates the various MOAs over the past few years into one consolidated contract document for the BCCSSA collective negotiation association. Contract document is on file in the Office of Human Resources.

**Bergen Community College Support  
Staff Association, Inc.**

**Contract Booklet**

**July 1, 2015 – June 30, 2018**

## Table of Contents

INDEX		PAGE
ARTICLE I	Bargaining Unit	1
ARTICLE II	Dues Deduction - Representation Fee	1
ARTICLE III	Understandings Relative to This Document	2
ARTICLE IV	Negotiations	3
ARTICLE V	Board Rights and Responsibilities	4
ARTICLE VI	Association Rights and Responsibilities	4
ARTICLE VII	Hours of Work	5
ARTICLE VIII	Summer Hours	6
ARTICLE IX	Overtime	7
ARTICLE X	Compensatory Time	7
ARTICLE XI	Call In Time	8
ARTICLE XII	Placement on Salary Schedule	8
ARTICLE XIII	Shift Differential	9
ARTICLE XIV	Vacancies, New Positions, Transfers and Promotions	10
ARTICLE XV	Probationary Periods	10
ARTICLE XVI	Promotional Increase	11
ARTICLE XVII	Termination of Employment	11
ARTICLE XVIII	Snow/Emergency Closings	13
ARTICLE XIX	Benefits	13
ARTICLE XX	Meal Allowance	17
ARTICLE XXI	Holidays	17
ARTICLE XXII	Vacations	19
ARTICLE XXIII	Safety and Health	20
ARTICLE XXIV	Non Discrimination	20
ARTICLE XXV	Personnel File	20
ARTICLE XXVI	Leaves of Absence	22
ARTICLE XXVII	Grievance Procedure	28
ARTICLE XXVIII	Association Representatives	30
ARTICLE XXIX	Seniority	30
ARTICLE XXX	Reduction of Staff, Severance and Recall	32
ARTICLE XXXI	Part-Time Employees	33
ARTICLE XXXII	Service of Notice	33
APPENDIX A	Salary Guide	34

**THIS AGREEMENT** is entered into this first day of July 1, 2015 by and between the **BOARD OF TRUSTEES OF BERGEN COMMUNITY COLLEGE**, hereinafter referred to as the "BOARD" or "COLLEGE" and the Bergen Community College Support Staff Association, Inc., hereinafter referred to as the "ASSOCIATION".

**WHEREAS**, the ASSOCIATION and the BOARD have, in good faith, bargained collectively with respect to the terms and conditions of employment for all the employees within the BARGAINING UNIT and have reached an amicable settlement as is more particularly set forth hereinafter:

## **ARTICLES OF AGREEMENT**

Now, therefore, the parties hereto agree as follows:

### **ARTICLE I- BARGAINING UNIT**

1. The Board hereby recognizes the Bergen Community College Support Staff Association, Inc. as the exclusive negotiating, bargaining and contractual representative for all current and future regularly employed full-time (12 month) employees, child care assistant (10 and/or 12 month) employees, and regularly employed part-time (20 hours per week minimum) employees assigned to a salary range, employed on campus or on leave, all of which collectively are designated as the Bargaining Unit. The term, employee, when used hereafter in this Agreement, shall refer to those job titles listed in the salary guide (Appendix "A").
2. Any job classification established during this Agreement shall be either excluded or included within the bargaining unit, subject to mutual agreement of the parties. In the event the parties fail to agree, the dispute may be submitted to PERC for a unit clarification in accordance with its rules and regulations.

### **ARTICLE II- DUES DEDUCTION - REPRESENTATION FEE**

1. Effective September 1, 2000 and upon completion of the probationary period, the Board will deduct from the monthly pay of each member covered by this Agreement, who authorizes Association dues in writing such deductions from their salary. Revocation of this authorization must likewise be in writing to the Association and the Payroll Office, at which point the individual would be subject to the representation fee as stated in Item 2 of this Article.
2. The College in compliance with State Law and this Agreement will deduct from non-Association members in this bargaining unit who have completed their probationary period a representation fee equal to eighty-five (85%) percent of the dues of Association members. If the Association affiliates with any other representative organization or implements any work disruption, this section shall become null and void and all representation fee deductions shall cease.

3. Remittance of such funds shall be made to the Bergen Community College Staff Association, Inc. for any month together with a list of names of employees from whose salaries such deductions have been made not later than the 15th of the month whenever possible.
4. It is agreed by the parties to this Agreement that the Board shall have no other obligation or liability, financial or otherwise, (other than set forth herein) because of actions arising out of the understandings expressed in the language of this Article. It is further understood that once the funds deducted are remitted to the Association, the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Association.
5. The Association shall indemnify and save the Board (and College) harmless against any and all claims, demands, suits or other forms of liability including reasonable legal and/or representation fees resulting from any other provisions of this Article or in reliance on any list, notice or assignment furnished under this Article.

### **ARTICLE III – UNDERSTANDINGS RELATIVE TO THIS DOCUMENT**

1. The Board agrees that it shall not, during the period of this Agreement, affect changes concerning terms and conditions of employment inconsistent with Chapter 123, P. L. of N.J. 1974, except those that are negotiated and included as part of this Agreement as amendments. The parties agree that during the term of this Agreement, they shall, upon mutual agreement, meet in a good faith effort to resolve issues which may arise that are not covered by this Agreement.
2. The dates of this contract are from July 1, 2015 until June 30, 2018. On an annual basis, the College will provide a listing of the Association's current members and will notify the Association of the hiring of any new member on an ongoing basis. The Association and the College further agree to cooperate in exchanging information on an ongoing basis.
3. During the term of this Agreement or extension thereof, the Association agrees that neither the Association, nor any of its agents, nor any employees represented by it, will engage in or support any strike, work stoppage, slow down, or any job action of any kind. In the event of a non-authorized strike, cessation of work, slow down or interference of any kind with normal College operations, the Association agrees to promptly cause a termination of those activities and/or any other job interference. The College shall not cause a lockout of the Association members from the required work assignments during the term of this Agreement.
4. This Agreement represents and incorporates the complete and entire understanding of the parties on all matters which have or could have been the subject of negotiations pertaining to terms and conditions of employment.
5. Should a mutually accepted amendment be negotiated by the parties it shall be

reduced to writing and submitted to appropriate ratification procedures of the parties and if ratified by both parties, shall become part of this Agreement.

6. Severability: If any portion of this agreement or the application of this agreement to any person or circumstance should be held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this agreement shall remain valid.
7. The Board agrees to duplicate and present copies of this Agreement, within a reasonable time, after signing by both parties, to all Association employees, current and future.
8. The term “employee”, as used herein, shall be defined to include the plural as well as the singular and the female as well as the male, where applicable.
9. The Association agrees that it shall actively work with the College to support all reasonable efforts to increase productivity and reduce costs through all appropriate measures and programs.
10. This Agreement shall be binding upon the parties and their successors or legal representatives.
11. Waiver - the failure of either party to pursue any rights granted herein shall not deem to be a waiver of such party's exercise thereof in the future.
12. Whenever spouse is used it is understood to include civil union partner.

#### **ARTICLE IV - NEGOTIATIONS**

1. The Board agrees not to negotiate with any member in the bargaining unit individually, or with any organization or group within the bargaining unit other than the Association for the duration of this Agreement. The parties shall enter into negotiations no later than April 1st of the date preceding the expiration of this contract unless otherwise agreed to by both parties.
2. The Association and the Board agree that negotiations shall proceed in good faith effort on the part of both parties to arrive at an Agreement on salaries, wages, and other conditions of employment within the rules as set forth in Chapter 123, P. L. of N.J. 1974.
3. Neither the Board nor the Association shall have or exercise control over the selection of the negotiating representatives of the other party, and it is mutually agreed that said representatives shall have all necessary authority to make proposals and make counter proposals during negotiations.
4. Upon request, the Board shall make available to the Association relevant non-



confidential data pertaining to unit members which the Board has in its possession and the Association may need to negotiate a successor agreement.

#### **ARTICLE V - BOARD RIGHTS AND RESPONSIBILITIES**

The Association recognizes that the Board has the responsibility and the authority to manage and direct on behalf of the public and itself, all the operations and activities of the College to the full extent authorized by law. It is understood and agreed that such managerial rights are limited only by the specific provisions of this Agreement and applicable law.

#### **ARTICLE VI - ASSOCIATION RIGHTS AND RESPONSIBILITIES**

1. The Association shall enjoy such rights and privileges as are accorded by this Agreement and by law.
2. The Board agrees that each eligible employee of the College may, on his volition, have the right to join and support the Association and its affiliates for the purpose of negotiating salary, wages, and other conditions of employment. Further, he may take part in any Association activity for his and/or the Association's mutual aid without fear of recrimination provided the activity does not adversely interfere with the operations of the College. It is further agreed that no employee will be discriminated against by reason of his membership in the Association, its affiliates and his activity there in or his institution of any grievance concerning terms and conditions of employment pertaining to this Agreement.
3. Whenever any representative of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings which are related to Association matters, he shall suffer no loss in pay, nor be expected to compensate in any way for time spent in carrying out such responsibilities, nor shall he receive extra compensation therefore.
4. Meeting Space: The Association and its duly authorized representatives will be permitted use of College facilities for meeting purposes at such time and place as will not interfere with, delay, or defer any activity or function of the College.
5. The Association shall supply, at its own cost, all material, stationery and other supplies required for use in carrying on the administrative, financial or operational functions of the Association. College equipment, when not required for College purposes, shall be available for use on campus by the Association.
6. The Association shall be permitted reasonable use of the College internal mail and telephone system. Postage for external mail for Association purposes shall be provided by the Association. All outside calls, local and long distance, for

Association purposes shall be paid for by the Association.

7. Bulletin Board: The Board will provide a covered bulletin board for exclusive use by the Association. Such bulletin board shall be used by the Association for the posting of notices and bulletins pertaining to Association business and social activities.
8. The members of the Association are required to adhere to all rules and regulations necessary for the proper administration and conduct of the College. The Association will cooperate with the Administration on this matter for their mutual best interest.
9. Inspection Privileges: The authorized representative of the Association, or his designee, upon arrival at the College, shall notify the President, or his designee. The representative, or his designee, shall have access to the College's premises during working hours to assist the employees that he represents. Such visits shall not interfere with or interrupt the normal and efficient operation of the College nor shall the visitation privilege be arbitrarily withheld.
10. Inspection of Records: Association officers or Representatives shall, upon reasonable notice, be permitted to examine during normal working hours, time records, logs, and payroll records which may be applicable to any grievance arising under this Agreement.
11. A committee of two (2) delegated employees chosen by the representative of the Association shall represent the Association at the President's Advisory Council.

#### **ARTICLE VII - HOURS OF WORK**

1. Normal hours per day for employees working a thirty-five (35) hour week shall be seven (7) hours each day over a period of five (5) days in a given week, exclusive of lunch periods. The normal hours per day for employees working a forty (40) hour week shall be eight (8) hours each day, over a period of five (5) days in a given week, exclusive of lunch periods, except for those employees assigned to jobs which by their nature require continuous operation; normal hours for such employees (HVAC mechanics, public safety officers, electricians and computer operators) shall be eight (8) hours per day over a period of five (5) days in a given week inclusive of lunch periods. It is understood and mutually agreed that if any employee's starting time on a shift is changed, the employee will be given seventy-two (72) hours notice prior to the change, except that if unusual circumstances could jeopardize the Physical Plant a change could be made without the seventy-two (72) hours notice.
2. An employee will be told, when hired, that Saturday or Sunday may be part of said employee's regularly scheduled work week. If an employee's work schedule involves either Saturday or Sunday or both, his schedule will be arranged to

afford him two (2) consecutive days off during the week, whenever possible. In a multi-employee situation, the employees shall be given the opportunity to work out work schedules, subject to the approval of the Division/Department Head, sharing work on weekends or whatever other hours are required for the welfare of the College. In the absence of an agreement on the part of the employees, assignments to such hours shall be made by the Division/Department Head. He shall give primary consideration to employees with seniority.

3. Employees are required to work the full hours scheduled. Failure to do so will be penalized by pro-rata docking of salary. If an employee is to be late he will notify his supervisor no later than the first one-half (1/2) hour prior to the start of his shift. If an employee is to be absent he will notify his supervisor no later than one (1) hour prior to the start of his shift.
4. Employees will be allowed one (1) ten (10) minute break in the first half of his/her shift and one (1) ten (10) minute break in the second half of his / her shift giving full consideration to the operating needs of the Division/Department. Break time may not be used at the beginning of any work shift nor at the end of a work shift nor may breaks be combined together or with any other break. It is recognized that break time is a privilege and will not be abused.

#### **ARTICLE VIII - SUMMER HOURS**

1. The College shall remain open Monday through Friday during the period of summer hours. Thirty-five (35) hour employees will work thirty (30) hours per week for four (4) days in a row, either Monday through Thursday or Tuesday through Friday. Specifically, thirty-five (35) hour employees will work eight and one-half (8.5) hours per day during the period of summer hours. Forty (40) hour employees shall work a thirty-five (35) hour week per week for four (4) days in a row, either Monday through Thursday or Tuesday through Friday. Specifically, forty (40) hour employees will work eight and three-quarter (8.75) hours per day during the period of summer hours. The employees and their Departmental Supervisors will establish the four (4) day workweek during the period of summer hours. Absences during the four (4) day workweek (i.e., vacation, sick, etc.) will be charged as one day for each occurrence.
2. The period of summer hours shall start on the second Monday in June and shall conclude on the second Friday in August of each year.
3. The operational needs of the College shall govern in the application of the above hours to the working schedules of individual forty (40) hour employees; this will require some staggering of starting times and/or work weeks. Preferences of individual employees will be considered to the extent practical.

**ARTICLE IX - OVERTIME**

1. Work in excess of seven (7) hours a day (35 hour employees) and eight (8) hours a day (40 hour employees) shall be paid at one and one-half (1 1/2) times the regular hourly rate of the employee. Employees will be assigned no less than one-half (1/2) hour of overtime work. All overtime shall be paid to the nearest quarter (1/4) hour. Overtime shall be scheduled and worked as required by the Division/Department's needs and authorized in advance by the Division/Department Head.
2. An employee shall be compensated at double time for working the seventh (7th) day of his normal work week, (regardless of whether or not he worked on the sixth (6th) day).
3. Opportunities for overtime will be offered as equally as practical by shift and by classification of employees. To the extent practical, regular full-time employees will be given preference over On-Call employees in the scheduling of occasional extra hours.
4. In the Public Safety and Building and Grounds Departments and in the Sidney Silverman Library and Learning Resource Center lists of employees by classification will be posted to record overtime worked and/or declined. Employees will be asked to work in rotational order providing that they are qualified to do the work scheduled; those declining shall so indicate by initialing the list.

**ARTICLE X - COMPENSATORY TIME**

Extra work authorized for, and performed by regular full-time employees may be compensated by allowing equivalent compensatory time at the proper overtime rate. The earning of compensatory time is granted at the discretion of the Division/Department Head in consultation with his/her Vice President or designee at the time extra work is authorized. The maximum amount of compensatory time is limited to forty (40) hours, which can be replenished up to the forty (40) hour cap. Requests for the use of compensatory time that has accrued must be in writing and approved by the Division/Department Head and his/her Vice President or designee. Work must be in excess of one-half (1/2) hour of continuous work to be counted as compensatory time.

**ARTICLE XI- CALL IN TIME**

Should any employee who has left the premises at the end of his shift be called-in to return to work, he shall be guaranteed:

- a. Thirty-five (35) hour employees, a minimum of two (2) hours of work.
- b. Forty (40) hour employees, a minimum of two and one-half (2½) hours of work.

The hours of call in time shall be calculated at time and one-half. Individuals called in prior to the start of their shift who work into their regular shift shall be compensated at one and one-half (1½) times their hourly rate for time actually worked prior to the start of their shift.

**ARTICLE XII- PLACEMENT ON SALARY SCHEDULE**

1. Effective and retroactive to July 1, 2015, each employee employed in the support staff unit as of the date of ratification of this Agreement shall receive \$100.00 added to his/her base salary plus 2%, provided the employee was employed by the College for a period of one (1) year prior to June 30, 2015. Effective July 1, 2016 through June 30, 2017 there shall be a two and one half percent (2.5%) salary adjustment to the employee's June 30, 2016 base salary, provided the employee has been actively employed by the College for a period of one (1) year prior to June 30, 2016. Effective July 1, 2017 through June 30, 2018 there shall be a two and one half percent (2.5%) salary adjustment to the employee's June 30, 2016 base salary, provided the employee has been actively employed by the College for a period of one (1) year prior to June 30, 2016.

Employees, if otherwise eligible and appropriate, with a full year of active employment since July 1, 2014, will be entitled to a retroactive adjustment if retired prior to the ratification of the Agreement.

2. Wage ranges shall not be adjusted.
3. Adjustments for those employees with less than a full year of active employment will be partial as follows:

8 months or more	100%
6 months, but less than 8 months	75%
4 months, but less than 6 months	50%
2 months, but less than 4 months	25%
Less than 2 months	-0-

Additional adjustments, not to exceed the maximum for the particular job classification, may be made at the discretion of the Administration with the

mutual agreement of the Association.

4. In the event that an employee is required to work at a higher level position than the one for which said employee was engaged, the employee shall, after three (3) consecutive weeks in the higher level position, be compensated at the higher rate until the position is permanently filled.
5. Employees in the bargaining unit whose salaries exceed the foregoing ranges, as adjusted, and, as a consequence of the wage increases contained herein, shall be "red circled" and shall receive the foregoing wage increases, if otherwise eligible, even if their salary exceeds the maximum for the range.
6. Employees who have completed ten (10) years of continuous service shall receive a \$200.00 longevity increase effective the July 1st, October 1st, January 1st or April 1st following the calendar quarter in which they complete the ten (10) years. Employees with continuous service dating from June 30, 1970 or earlier shall continue to have the \$100.00 increment added to their annual base salary. Effective December 1, 2015, longevity payments shall be eliminated for all current and future employees.

#### **ARTICLE XIII - SHIFT DIFFERENTIAL**

1. Full-time employees shall be compensated with a differential payment working outside of the regular day schedule as follows:

1st Shift	No differential
2nd Shift	\$650.00 per year
3rd Shift	\$1,000.00 per year
Rotating 1st and 2nd Shift	\$325.00 per year
Rotating 1st, 2nd and 3rd Shift	\$600.00 per year
Rotating 2nd and 3rd Shift	\$775.00 per year

Effective July 1, 2009, the shift differential shall be increased by \$200 for all full time employees receiving a shift differential.

The leadpersons hourly rate shall be \$1.25 per hour.

2. Shift differentials shall be paid to employees who are asked to change their shifts for a period in excess of one (1) week. If an employee is asked to change his shift for the convenience of the College on a day to day basis, and said day to day continuous basis exceeds one (1) week, he shall be paid shift differential on a retroactive basis to the first day.

**ARTICLE XIV - VACANCIES, NEW POSITIONS, TRANSFERS AND PROMOTIONS**

1. Notice of all vacancies in association positions shall be posted by the Executive Vice President or her designee on the Department of Human Resources Bulletin Board. Promotional vacancies will be filled from within to the extent practical.
2. The notice shall be posted for five (5) work days and employees interested therein must submit a written application stating their qualifications to the Chief Human Resources Officer, Quality and Process Improvement or his/her designee within the aforementioned five (5) work days. The notice shall state salary range, title, Division/Department, summary of job description, hours and shall be posted on designated Bulletin boards.
3. The selection process for internal applicants will be completed within twenty (20) working days of the expiration date of the posting; this time limit may be extended by mutual agreement. If the Employer breaches this provision, any grievance shall commence at Step 2 of the Grievance Process.
4. The Chief Human Resources Officer, Quality and Process Improvement or his/her designee and the Head of the Division/Department having the open position shall rate the qualifications and abilities of employees who apply and, in the event two (2) applicants are of equal experience and ability, as determined by the Chief Human Resources Officer, Quality and Process Improvement or his/her designee the applicant with the greater seniority shall be awarded the job.
5. If Divisional/Departmental needs require the upgrading of an existing position, the incumbent in the position in question will be given first consideration for the promotion.

**ARTICLE XV - PROBATIONARY PERIODS**

The first ninety (90) days of initial employment shall be a period of probation of the employee by the supervisor. During this period, the employee may be terminated at any time and shall have no recourse to the grievance procedure hereinafter contained. An employee who successfully completes the initial employment probationary period shall be known as a regular employee in the job classification.

If a regular employee is transferred, assigned or promoted to a different position through his/her request or at the direction of the College, there will be a thirty (30) day probationary period. If an employee does not successfully complete this probationary period, he/she will be reassigned to the original position, if available, or the College may place the employee in a position it deems comparable.

It is the College's sole discretion whether an employee has successfully completed the probationary period.

**ARTICLE XVI- ANNUAL MERIT AWARD/PROMOTIONAL PROGRAM**

One or more employees will be selected each year for the Annual Merit Award/Promotional Program. Recommendations for such award will be communicated to the Association by June 1 of each year by the College. The effective date of Annual Merit Award/Promotional Program increases shall be July 1 and will be in addition to any other salary adjustments/increases provided by collective bargaining agreements. All Annual Merit Award/Promotional Program recommendations must be approved by the Board. The parties agree to meet and discuss implementation of the Annual Merit Award/Promotional Program with an effective date of July 1, 2015 and annually thereafter which shall be based on employee evaluations. The first promotional group identified in 2012 shall be included in the July 1, 2015 Annual Merit Award/Promotional Program.

Upon promotion an employee shall receive a minimal promotional increase of five and one half percent (5 1/2%), but in no case less than \$450.00. When an employee moves to a position with a salary maximum of at least \$500.00 in excess of the salary maximum of his former position, it will be considered a promotion.

If the new salary based upon the five and one-half (5 1/2%) percent falls within the first quartile of the range, the employee may receive up to an additional one and one-half percent (1 1/2%) increase to bring the employee's salary further into but not beyond the top of the first quartile of the new salary range.

If the combined increase as set forth above (i.e. 5 1/2% + up to 1 1/2%) does not bring the employee to the new salary range minimum, the promoted employee shall receive the new salary range minimum, but nothing beyond that amount. In no event shall the promotional increase exceed the maximum salary of the new position. When an employee moves to a position with a salary maximum of at least \$500.00 in excess of the salary maximum of his former position, it will be considered a promotion.

In the event a staff member applies for a position which has a salary range maximum Five Hundred (\$500.00) Dollars lower than the position he or she holds and is chosen to fill the lower position, the individual's salary shall be reduced by the Dollar increase he or she received when promoted to their existing job classification. If the individual was hired at their existing position he or she will have their salary reduced by five and one-half (5 1/2%) percent. In no event will their new salary exceed the maximum of the salary range of the lower position.

**ARTICLE XVII- TERMINATION OF EMPLOYMENT**

1. An employee who is resigning from his position shall give a ten (10) business day written notice to his immediate Division/Department Head and the Chief Human Resources Officer, Quality and Process Improvement or his/her designee. Failure



to give the required notice in writing shall cause the employee to have deducted from his accrued vacation time one (1) day of earned pay for each day the notice of resignation is late.

Generally, once notice is given, leave time may not be utilized during the ten day period. At any time after receiving notice of resignation, the College may separate an employee. The separated employee will receive all wages due and any other benefits to which he may be entitled under the contract, for the period between separation by the College and his date of resignation, provided the employee has given notice as required herein.

2. Earned vacation shall be paid according to the proportion of full months worked to the total contract year upon proper notification of resignation: an employee who resigns with less than one (1) year of service must have worked a minimum of six (6) months to receive his vacation benefit.

3. The College shall not discipline or discharge an employee without just cause. Except in extreme cases (i.e., dishonesty, drunkenness, drug abuse, physical violence), disciplinary measures will be progressive in order to convince the employee of the seriousness of the situation and the importance of correcting his behavior. The normal progression of actions, depending on the seriousness of the offense and the prior record of the employee, will be as follows:

1<sup>st</sup> step – verbal warning may be given by department supervisor/manager. Notes shall be kept in manager's file, and are admissible/useable if discipline progresses to 2<sup>nd</sup> step, provided employee is entitled to the same representational rights as presently provided for under Article XVII.

2<sup>nd</sup> step – written warning is done by Assistant Director of Human Resources or the Chief Human Resources Officer, Quality and Process Improvement.

3<sup>rd</sup> step – suspension without pay or the alternative of final written warning.

4<sup>th</sup> step – discharge.

Docking of pay:

1<sup>st</sup> dock per year – no action taken

2<sup>nd</sup> dock – begins oral (1<sup>st</sup> step) discipline process

3<sup>rd</sup> dock – proceeds to written (2<sup>nd</sup> step) discipline process

4<sup>th</sup> dock – proceeds to suspension or final written warning (3<sup>rd</sup> step)

5<sup>th</sup> dock – termination

Exceptions to the above docking schedule will only be considered if the employee provides acceptable medical documentation in a timely manner.

When an employee is disciplined, he will be given a reasonable period in which to

correct his behavior or face further disciplinary action.

4. If an employee is being called to the Department of Human Resources for the purpose of disciplinary action, a - d above, the Chief Human Resources Officer, Quality and Process Improvement or his/her designee, will notify the employee, prior to coming to the Department of Human Resources, of the reason for the call and of his right to have a Representative present. The Chief Human Resources Officer, Quality and Process Improvement or his/her designee will also notify a Representative prior to the meeting.

An employee being suspended or dismissed may appeal this action through the regular grievance procedure. The Administration and the Association mutually agree to expedite such a grievance in order to process it to its final conclusion within two (2) weeks of its initiation. Notwithstanding the above, the dismissal of a probationary employee for cause is not subject to the grievance procedure.

#### **ARTICLE XVIII - SNOW/EMERGENCY CLOSINGS**

1. When it is necessary to close the College because of heavy snow and emergency this decision will be announced on the appropriate designated radio stations. To the extent practical, employees at home will also be notified by a phone "snow/emergency chain."
2. In order to maintain essential services, any employee may be required to work his/her normal schedule during the period of the closing. Employees in the classifications of Custodians, Groundskeepers, HVAC Mechanics or Public Safety Officers who do not work their normal schedule during the period of closing will be charged vacation days for the time involved. An employee in any other classification who is called in shall receive two (2) times his/her regular hourly rate.
3. The President, or designee, will establish the start time and end time of the snow/emergency closing. Employees required to work during the period of a snow/emergency closing will be paid two (2) times their regular hourly rate; (i.e. an employee working his regular schedule will be paid an extra hour for each hour worked during the period of the snow/emergency closing).

#### **ARTICLE XIX - BENEFITS**

1. The Board agrees to provide each member with full family coverage in a health benefits plan which is comparable to the New Jersey State Health Benefits Program, or its replacement the New Jersey School Employees Health Program. Employees shall contribute to their health care in accordance with Chapter 78, P.L. 2011. The College further agrees that during the term of this Agreement if it negotiates a reduction in the health care contribution level for another bargaining unit at the College, it will agree to re-open negotiations with the Support Staff

Association. The Board will continue to provide for employees a dental plan with its present coverage. Premium costs for the Board shall not exceed for employee only coverage the following dollar amount: \$282.00 per annum. For employee and single dependent coverage the premium cost to the Board shall not exceed \$586.00 per annum. A dependent is an employee's spouse if married or oldest eligible dependent is a single parent. The Board agrees to provide up to family coverage an optical program which provide eye examinations, lenses and frames once each 24 months provided services are performed by the current plan provider. Otherwise the plan will provide partial reimbursement. The parties agree that the College shall have the right to change from its present medical, dental, prescription and vision insurance carriers providing the resulting coverage is equal or better to the current coverage provided to the bargaining unit. The right to change from the present insurance provider shall be exclusive to the College provided the change results in equal or better coverage. The Association agrees to cooperate with the College in efforts to secure cost savings in providing such medical coverage as are presently provided in the future.

2. The College agrees to provide dependent health coverage and pension benefits to the civil union or domestic partners of employees in the same manner as such coverage is provided to the spouse of other employees, provided that the employee meets the requirements of the Domestic Partnership Act (the "Act") N.J.S.A. 26:8A-1, et. seq. or the Civil Union Law (the "Law"), N.J.S.A. 37:128, et. seq.

In order to establish a civil union under the law, both persons must not be a party to another civil union, domestic partnership or marriage in this State; be of the same sex; and be at least 18 years of age, except as provided in section 10 of the Law.

The College reserves the right to request verification from an employee and civil union or domestic partner to determine whether they have met the requirements set forth above.

3. Work incurred injury shall be understood to mean that subject to the provisions of N.J.S.A. 34:15-1 et seq. an employee shall not forfeit any sick leave for absence due to a job connected disabling injury which is covered by Worker's Compensation Insurance. The College agrees to continue his salary and benefits subject to the limitations contained in N.J.S.A. 18A:64A13, and further subject to reimbursement by the employee following the Worker's Compensation Award(s) to the amount of such College compensation. This continuation shall cease when the employee returns to work or reaches the maximum allowable number of weeks of benefit under the Worker's Compensation Law, whichever comes first.

Employees shall report all injuries immediately, no matter how slight, suffered by them in connection with their work, to the Medical Office and/or the Public Safety Department.

4. Educational Opportunity: Full-time employees who have a minimum of six (6) months of active full-time employment with the College, as of the first class day of the course being attended, shall be accorded the privilege of having their dependent children who are residing in their home, attend Bergen Community College. Such dependent children of eligible full time employees may attend Bergen Community College courses for credit as tuition-free registrants provided such dependent children shall be subject to all rules and regulations, including admission requirements, as regular students of the College. Tuition reimbursement ceases at the end of the calendar year in which the dependent child reaches twenty-four (24) years of age, or becomes independent, whichever occurs earlier. Full-time employees and their spouses will be permitted to take up to six (6) credits per semester as tuition-free registrants,

Tuition-free registrants shall only be financially responsible for forty percent (40%) of the general fees and the entire Security/Safety fee levied by the College on student tuition. Tuition free registrants shall not be subject to any other fees except those indicated in the previous sentence. This shall be effective September 1, 2011

Employees or their spouses shall not be blocked or prohibited from registering for a course section that is otherwise closed because the course section has reached the established maximum enrollment. Employees or their spouses may be blocked or prohibited from registering for closed course sections for courses in which enrollment above the established maximum would be a violation of law, or jeopardize safety, or would hinder the proper performance of course requirements for the employee, or spouse, or other students (e.g., laboratory rooms, classrooms with limited, necessary computer terminals and/or software).

Full time employees who have completed two (2) years of service shall be permitted to take two (2) non-credit Continuing Education course tuition free per year on a space available basis.

Effective July 1, 2000 full time employees may seek tuition reimbursement for credits toward a bachelor's degree subject to the following:

- a) The employee must have a minimum of three (3) years of active full-time employment with the college prior to the first class for which tuition reimbursement is requested.
- b) The employee must have matriculated and graduated with an associate's degree from Bergen Community College unless the associate's degree was previously earned elsewhere.
- c) Enrollment must be in an accredited college for a bachelor's degree.

- d) Courses have to be required for the bachelor's degree and must be pre-approved by Bergen Community College.
- e) Reimbursement occurs after successful completion of the course(s) and upon submission and review of proof of same by the employee.

Reimbursement is for no more than the rate charged per undergraduate credit at Rutgers University as determined annually by Human Resources (for a maximum of twelve (12) credits per year) for undergraduate or self-improvement studies related to and within the scope of the employee's classification at the College, provided his/her course of study has been submitted to the President of the College or his/her designee for review and approval. In special circumstances, an employee may request approval for graduate credits. An employee making such a request must have completed his/her Bachelor's Degree or equivalent, must be enrolled in an accredited college, and must be pursuing a degree related to the employee's classification at the College. Approval for reimbursement will be limited to twelve (12) credits per year (no more than six (6) credits per semester/session) to a maximum of thirty (30) graduate credits. All requests for approval for undergraduate or graduate credit enrollment and subsequent requests for reimbursement after successful course completion must be submitted to the President or his/her designee.

- 5. Those employees who take special job-related courses authorized in writing by their Division/Department Head will be reimbursed for the following expenses upon presentation of proof of successful completion of all courses and submission of appropriate receipts:
  - a. Tuition
  - b. Fees (including licenses if required by the College)
  - c. Books
  - d. Mileage and tolls

Successful completion of the course shall be noted in the employee's personnel file.

- 6. Uniforms: The College shall continue its existing policy of providing uniforms to employees working in the Public Safety and Building and Grounds Departments. Employees so provided shall wear the uniforms while on duty. The College shall continue to pay for dry cleaning and maintenance of Public Safety uniforms as per past practice.
- 7. Effective June 1, 2000, the Board will deduct from the pay of each Association member covered by this Agreement who authorizes in writing such deduction from their salary, the cost of the monthly premium to participate in an Association sponsored temporary disability insurance plan. Revocation of this authorization

must likewise be in writing to the approved carrier and to the Payroll Office.

## **ARTICLE XX- MEAL ALLOWANCE**

### Non-registration Related

1. Any employee who works more than three (3) continuous hours prior to or following his regularly assigned shift shall be provided with a paid meal allowance of four dollars (\$4.00). The payment of a meal allowance is for continuous work only (a one [1] hour interruption shall be considered continuous) and does not apply to call in time worked. An employee who receives the cash allowance must "clock out" for his meal break which will be limited to one-half (1/2) hour.
2. An employee who works in excess of eleven (11) hours on a sixth (6th) day of his normal work week shall receive a four dollar (\$4.00) meal allowance if he is required to "clock out" for the meal break.
3. An employee who works in excess of eleven (11) hours on the seventh (7th) day of his normal work week shall receive a four dollar (\$4.00) meal allowance if he is required to "clock out" for the meal break.

### Registration Related

An employee who is required to work registration for more than one (1) hour beyond their regular shift shall be provided with a paid meal allowance of four dollars (\$4.00). The payment of a meal allowance is for continuous work only (a one [1] hour interruption shall be considered continuous) and does not apply to call in time worked. An employee who receives the cash allowance during registration overtime will not be required to "clock out" for a meal break.

## **ARTICLE XXI- HOLIDAYS**

1. Each employee shall be entitled to fourteen (14) holidays for each contract year.

Effective July 1, 2008, seven (7) holidays shall be taken as follows:

1. Independence Day
  2. Labor Day
  3. Thanksgiving Day
  4. Day after Thanksgiving
  5. Christmas Day
  6. New Year's Day
  7. Memorial Day
3. Effective July 1, 2008, an employee shall have two (2) floating holidays in any year in which the College is open and classes are scheduled on Yom Kippur

and Good Friday. The employee shall notify the College of the intention to take the floating holidays no later than August 15 and January 15. The College shall acknowledge receipt of notification and provide approval no later than September 1 and February 1.

4. The remaining (5) five non-designated holidays will be incorporated into the academic calendar established by the President, as follows:
  - a. In a contract year in which the College is to be closed during the Christmas break, the four (4) working days between Christmas and New Year's will be designated as holidays.
  - b. In a contract year in which the College is not to be closed during the Christmas break, the four (4) working days between Christmas and New Years and four (4) days during the Easter break will be designated as "Split Holidays" with approximately half of the employees taking each period. In determining which employees will take the Christmas period and which will take the Easter period, the operating needs of the College will govern; however, every effort will be made to honor the individual employee's choice.
  - c. The remaining one (1) holiday will be scheduled in accordance with the operating needs of the College and the academic calendar; in selecting this day, preferences expressed by the Association will be considered.
5. Additional holidays beyond the seven (7) designated holidays, two (2) floating holidays, and five (5) non-designated holidays may be had when indicated in the academic calendar as additional non-designated holidays. An act of God or an emergency closing of the College does not constitute a holiday. Scheduling of holidays must be done with due consideration for the operating needs of the various Divisions/Departments of the College.
6. An employee may set aside a maximum of four (4) floating holidays as alternate days off on a day to day basis. The parties agree that floating holidays cannot be carried from year to year. The parties further agree that if the four (4) floating holidays cannot be scheduled within the calendar year, through no fault of the employee, then the College shall pay to the employee the value of the holiday (i.e., one days pay) in lieu of time off for the floating holiday provided the employee's request that the floating holiday be scheduled is documented. Floating Holiday pay for staff scheduled to work will include the appropriate rate for the designated holiday actually worked and the employee who worked the designated holiday will retain the Floating Holiday for future use.
7. Employees shall be entitled to four (4) personal days per year. Personal days are for use by staff for emergencies. Whenever possible, advance notice for

the use of a personal day should be given to the respective supervisor; however, in an emergency situation, a personal day can be used without advanced notice. In all cases, there is no need for any employee to disclose the nature of his/her request to utilize a personal day.

## **ARTICLE XXII – VACATIONS**

1. Vacation entitlement for a contract year shall be determined by the length of the member's active employment as of July 1 of that year. Employment before the 15<sup>th</sup> day of a month shall be considered employment for the full month.
2. An employee shall receive his/her annual vacation allotment (pro-rated based on date of hire) at the commencement of his/her employment and at the commencement of each academic year thereafter. The following schedule of vacation entitlement shall be in effect:

Year 1 – 13 days	Year 6 – 19 days
Year 2 – 14 days	Year 7 – 20 days
Year 3 – 15 days	Year 8 – 21 days
Year 4 – 16 days	Year 9 – 22 days
Year 5 – 18 days	Year 10 – 23 days

Should an employee separate from service for any reason, and have used more than his/her annual vacation allotment by the time of separation, his/her final paycheck will be reduced accordingly to reflect the over utilization of annual vacation leave.

4. A member who leaves before completing six (6) months of active employment shall receive no vacation credit. A member who resigns before the end of a given month shall receive no credit for that month. Members shall only accrue vacation during months of active employment, not to include leaves of absence (i.e. medical, maternity, family leave or other). Therefore, a member shall have his vacation entitlement to reflect his months of active employment.
5. All members are expected to utilize their vacation entitlement within the contract year in which it has been earned or, with the approval of the appropriate administrator, within fifteen (15) months immediately following the year in which it has been earned. Any vacation entitlement not utilized as prescribed above shall be forfeited. Employees can utilize up to two (2) vacation days annually in one (1) hour increments.
6. Vacations shall be scheduled with due consideration for the operating needs of the College, division, department; however, individual requests will be considered by the Administration to the extent practical. If it should be necessary to choose between employees in the same job in arranging the vacation schedule, seniority at the college shall rule.



7. Earned but unused vacation shall be paid to the estate of an employee in the event of his/her death during employment.

### **ARTICLE XXIII - SAFETY AND HEALTH**

The Board and the Association recognize the importance of safety provisions for the welfare of the employees and for the protection of College property and both the parties recognize their mutual interest to assist in the prevention, correction and elimination of all unhealthy and unsafe working conditions and practices.

The College shall continue to make reasonable provisions for the safety and health of the employees during the hours of their employment. The College and the Association and the employees shall cooperate in maintaining safe working procedures throughout the College, and exercise due care at all times.

No employee shall be expected to perform work under conditions which are in violation of safety and health rules established by the College or any local, State or Federal health and safety laws.

### **ARTICLE XXIV - NON-DISCRIMINATION**

The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, age, religion, national origin, sex, domicile, handicap, marital status or political affiliation.

### **ARTICLE XXV - PERSONNEL FILE**

1. The official personnel file of each employee shall be maintained in the Department of Human Resources and shall be available to the employee upon written request. However, before the file is made available to the employee, all references not generated by the College will be removed from his file. An Association Representative may accompany the employee at the time the file is examined. The file shall not be removed from the Department of Human Resources by the employee.
2. Except for a) references and other confidential information related to employment of the individual, b) confidential material relating to the discharge of an employee, no other material shall be placed in the employee's personnel file until he has been given the opportunity to read the contents and attach any comments he may so desire. All such material shall be initialed by the employee before being placed in his file as evidence of his having seen the same. This initiating shall not be deemed to constitute approval by the employee of the contents of the material. If the employee refuses to initial any

material after having been given an opportunity to read the same, a statement to that effect, witnessed by a second party should be affixed to the document.

3. If a Division/Department File exists or if any material pertinent to an employee's file exists elsewhere, but is not part of the official Personnel File. This material shall not be used against the employee unless the employee has prior knowledge of the documentation and has had an opportunity to initial same.
4. The College will expunge documents as defined below in item (7). Eligible documents, dated prior to a three (3) year period from July 1<sup>st</sup> of the current year, will be removed from the personnel file. Employees can request an expungement of documents (as defined in item 7) for the period of July 1<sup>st</sup> to July 15<sup>th</sup> of the current year.
5. An employee who wished to have his/her file expunged shall submit a written request for a review of the file per Article XXV of the Agreement. The employee will meet the Assistant Director of Human Resources or his/her designee to review the file. They will in-turn consult with the Chief Human Resources Officer, Quality and Process Improvement.
6. The Assistant Director of Human Resources will consult with the Chief Human Resources Officer, Quality and Process Improvement, as necessary, to determine the appropriate documents to be expunged and will do so with notification to both the employee and Association;
7. Expungement of documents will be applicable to letters, notices and memoranda/reports on progressive disciplinary matters, including but not limited to:
  - \*Tardiness
  - \*Absenteeism
  - \*Performance not resulting in impairment of work operations, loss of revenues or significant resources of the College
  - \*Unexcused absence from post
  - \*Failure to punch in/out
  - \*Minor safety violations not posing direct threat to self/others
  - \*Use of telephone for personal phone calls
  - \*Smoking on College premises not resulting in a safety/hazardous situation or not related to statutory violations
  - \*Disregard of uniform regulations
  - \*Failure to comply with leave request policies
  - \*Violation of call-in procedures
  - \*No-call/no show

8. Letters, notices, memoranda/reports on disciplinary matters related to the following are not eligible for expungement:

- \*Use, possession or distribution of alcohol, drugs, controlled substances
- \*Unauthorized weapons possession/and/or use of a weapon
- \*Harassment
- \*Fighting and/or physically acting out against an individual
- \*Sexual Harassment
- \*Bias/Discriminatory behavior
- \*Illegal Conduct on College premises
- \*Gambling on premises
- \*Verbal and/or threatening and/or intimidating behavior
- \*Sleeping on the job
- \*Insubordination/Refusal to follow instructions or complete assignments from a Supervisor, Public Safety Officer or College Administrator.
- \*Impairment of work operations through physical/verbal misbehavior
- \*False malicious statements/misrepresentation of self, other employees, faculty, staff, students
- \*Interference with Public Safety Officers in carrying out duties or conducting an investigation
- \*Falsification of any College record
- \*Punching another's time card
- \*Forging of another's signature
- \*Theft of College property whether intellectual and/or real tangible property
- \*Misuse and/or defacement of College property/equipment, including but not limited to, computers, telephones, equipment, vehicles
- \*Misuse of telephone services resulting in significant expenditures to College
- \*Negligence on the job resulting in impairment of work operations
- \*Moral/ethical misconduct
- \*Willful violation of safety regulations resulting in direct threat to the safety of others/self

## **ARTICLEXXVI- LEAVES OF ABSENCE**

### **1. Sick Days**

During the initial twelve months of an individual's employment there will be a pro rata earning (one day per month - no bank arrangement) of sick days. Any employee on the job on or before the 15th of the month shall be allowed one (1) sick day for said month. After the initial twelve months, each employee shall be allowed fifteen (15) additional sick days for a full year of active employment; for less than a full year the sick day allowance shall be prorated. An employee can utilize up to two (2) sick days annually in one (1) hour increments. After the initial twelve months, all sick leave shall be calculated on a bank arrangement, i.e., an employee could use any sick time to be earned through

June 30th of the current year at any time during that year. Should said employee terminate employment with the College prior to earning sufficient time to cover the advance from the bank, said employee would be financially penalized for the number of days outstanding.

Unused sick leave is accumulated from year to year, maximum fifteen (15) days each year. Sick leave may be used for the employee's illness or a sick dependent. The Term "dependent" shall conform to the criteria used in the Internal Revenue Service Code for 1983. An employee may be asked to produce a doctor's certificate at no cost to the College if absent for more than three (3) consecutive working days or when there is a demonstrated pattern of sick day use or when there is a collective effort by employees to abuse sick time. The College shall advise each employee, in writing, as to the amount of accumulated sick leave time on or before June 30 of each year.

An employee shall be allowed a maximum of three (3) days per annum (two (2) commencing July 1 and one (1) commencing January 1) which shall not be charged against sick leave provided the employee meets one-half (1/2) of his obligations on said days.

In medical emergency circumstances, a member of the bargaining unit without sufficient sick days to cover the period of the medical emergency ("affected member") may receive and use sick days obtained from the Emergency Sick Day Bank, which is hereby established at Bergen Community College. Emergency medical circumstances shall be determined on a case-by-case basis, and such determination must be requested by one of the Parties and agreed to by the other Party. Members of the bargaining unit who have been employed for more than two years with greater than or equal to ten (10) sick days may voluntarily donate up to five (5) of his/her own accumulated and earned sick days to the Emergency Sick Day Bank. Additional days may be allowed but will be subject to administrative review. Said sick days shall be subtracted from the donating member's total, accumulated and earned sick days and be deposited into the Emergency Sick Day Bank, and then transferred to the affected member's sick day account. Donations shall be made by a bargaining unit member by contacting the designated Human Resources employee and submitting and executing the appropriate form. Donations may be made at any time. The Emergency Sick Day Bank shall be administered by the Human Resources Department of the College. Quarterly reports of the sick bank usage will be compiled by Human Resources Department and forwarded to the Support Staff Association President. A maximum of one-hundred (100) sick days per medical emergency occurrence may be transferred to an affected member's sick day account. A member of the bargaining unit shall be eligible for Emergency Sick Day Bank transfers for more than one medical emergency occurrence under the same process described above.

Sick leave payouts at the time of retirement/death shall be in accordance with applicable New Jersey law. The employee shall be paid for one-half (1/2) of his unused accumulated sick days at a daily rate based upon the employee's salary at the time of retirement up to a maximum payment of \$17,500. Employees hired on or after May 21, 2010, shall be paid a maximum of \$15,000 at the time of retirement. In the event of an employee's death prior to termination, regardless of age or length of service, his beneficiary(ies) shall be paid one-half (1/2) of the unused sick calculated as above.

### Bereavement Days

An employee covered by this Agreement shall be entitled to four (4) work-days of leave with pay upon the death of a member of his immediate family. Immediate family is defined as father, mother, sister, brother, child, dependent stepchild, spouse, grandchild, grandmother, grandfather, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

Other than immediate family, one (1) day shall be allowed for aunts, uncles, first cousins and nieces and nephews of the employee and spouse plus grandparents of the spouse.

If an employee is on vacation and a death occurs in the immediate family as listed above during such vacation, such allowable absence shall not be considered vacation time and shall be rescheduled for a time which does not interfere with the College's operations.

## 2. Jury Duty Days

When an employee receives a subpoena for jury duty, he must present the notice to his supervisor immediately. An employee on jury duty is expected to report to work when he is not actively serving as a juror, provided he has been excused by the judge or other duly authorized court official. When an employee is serving on jury duty, he shall be paid the difference between his base pay earnings, including any applicable shift premium, and his jury pay. Jury pay excludes court compensation for mileage. A certification of the number of days actually spent by an employee on jury service must be obtained from the appropriate court official and submitted to the College. The employee shall forward any jury pay in excess of \$5.00 (less compensation for mileage) to the College.

## 3. Military Leave

Any employee inducted into the Armed Forces of the United States during the period of this agreement shall have the right to reinstatement to his former position at the termination of such service, provided that within ninety (90)

days of receiving an honorable discharge from such Armed Forces, the employee applies to the College for reinstatement. Time spent in military service shall be treated as a leave of absence during which time an employee will not be entitled to any form of compensation but he may accumulate seniority.

The College shall pay to employees who are called into the Armed Forces of the United States for annual two (2) week periods of active duty for training, the difference between their military pay for such periods and their pay from the College for two (2) weeks of a regular work schedule. The College will respect all other rights of such employees in accordance with applicable state and federal statutes. An employee returning from Military Leave, shall be placed on a salary schedule at the level he would have achieved had he not been absent on Military Leave.

#### 4. Medical Leave

An employee may be granted a leave of absence without pay for a period of up to two (2) years for medical reasons. Such leave may be granted for a period of up to six (6) months by the Board of Trustees. If additional leaves are required, they may be granted, but the total of such leaves shall not exceed two (2) years. Said employee shall be asked to present a doctor's certificate each time an additional six (6) months of leave is requested. Said employee may be required to have a physical examination with a physician chosen by the College; in such an event, the College will pay for the physician's services. The employee may not be gainfully employed during this period. During the period of the leave, the College will pay all health, dental and vision benefit premiums for 30 days after the employee goes off payroll. The employee is expected to pay for his own benefit premium thereafter.

The employee shall be required to present a doctor's certificate indicating that said employee is physically able to return to his position; he may be required to have a physical examination with a physician of the College's choosing to substantiate his fitness to perform his job, in which case the College will pay for the physician's services. An employee returning to work at the same position level that he held prior to the commencement of the leave shall receive a salary no less than that which he earned prior to the medical leave. If an employee is unable to perform the duties of the position that he held prior to the medical leave, then the College may place the employee in a position and at a salary as close as practical to the position he held prior to commencing the leave.

An employee with more than two (2) years of continuous service, who is authorized a medical leave for three (3) months or less without pay, commencing on the date specified by the attending physician, shall, upon return, be placed in the same position he held prior to the leave. Said employee shall receive full salary entitlement for the position.

Time on leave is excluded from "active employment" but included in seniority.

#### 6. Maternity/Adoption Leave

After two (2) years of continuous employment with the College, a female employee shall be entitled to a maternity/adoption leave for a period of up to one (1) year, without pay, commencing on the date specified by the attending physician or adoption agency.

The leave may be extended by application of the employee to the Board of Trustees for additional periods of up to one (1) year, not to exceed a total leave of two (2) years. The employee must use vacation time and may elect to use sick leave time in any combination with maternity/adoption leave.

An employee returning from such a maternity/adoption leave shall be required to give the Department of Human Resources a one (1) month advance written notice of a desire to return to work. Upon return, said employee shall be placed in a position as close as practical to her position prior to the commencement of the leave, at a salary no less than that which she earned prior to the maternity/adoption leave.

A female employee with more than two (2) years of continuous service may elect a maternity/adoption leave, for three (3) months or less, without pay, commencing on the date specified by the attending physician or adoption agency. The employee must use vacation time and may elect to use sick leave time, for the purposes of compensation during the leave but not for the purpose of extending the leave period. An employee returning from such a maternity/adoption leave shall be required to give the Department of Human Resources a one (1) week advance written notice of a desire to return to work. Upon return, said employee shall be placed in the same position she held prior to the leave and shall receive her full salary entitlement for the position.

A female employee with less than two (2) years of continuous service shall be entitled to a maternity/adoption leave of not more than nine (9) weeks, without pay, commencing on the date specified by the attending physician or adoption agency. The employee must use vacation time and may use sick leave time for the purpose of compensation during the leave but not for the purpose of extending the leave period. An employee returning from such a maternity/adoption leave shall be required to give the Department of Human Resources a one (1) week advance written notice of a desire to return to work. Upon return, said employee shall be placed in the same position she held prior to the leave and shall receive her full salary entitlement for the position.

Time on maternity/adoption leave is excluded from active employment but included in seniority.

The employee may not be gainfully employed, except at the College, during the period of any of the maternity/adoption leaves as outlined above.

During the period of the leave the College will pay all health, dental and vision benefit premiums for 30 days after the employee goes off payroll. The employee is expected to pay for her own benefit premium thereafter.

## 7. Other Leaves of Absence

Upon written request to the employee's Division/Department Head and the Chief Human Resources Officer, Quality and Process Improvement or his/her designee, the Board of Trustees may grant a leave for up to six (6) months. An employee shall have been employed for at least two (2) years at the College before said leave is granted. When required, an extension of this leave may be granted for a period of an additional six (6) months. The employee may not be gainfully employed during this period. The employee must return on the date specified in the leave agreement. If an employee fails to return on the specified date, this failure to return may be considered as a resignation from employment at the College. Exceptions to this policy will only be made in case of emergency. In the event of such an emergency, the employee shall request permission from the College for a delayed return. Permission shall not be arbitrarily withheld.

This leave shall be without pay and neither retirement nor salary increase nor any other benefits shall be granted during the period of the leave. Upon return, said employee shall be placed in a position and at a salary as close as practical to his position and salary prior to commencing the leave. Time on leave is excluded from "active employment" but included in seniority.

## 8. Concurrent Use of Leaves of Absence

In the event an employee is eligible to utilize sick days, medical leave, maternity leave, paternity leave, adoption leave or other leave of absence (excluding jury duty leave, military leave, or bereavement days) under Article XXVI, and/or is eligible to utilize and requests to utilize leave under the Federal Family Medical Leave Act and/or the New Jersey Family Leave Act, such leave shall be taken on a concurrent basis (i.e., there shall be no pyramiding of leaves, nor the scheduling of leaves on a consecutive basis one after another) providing such leaves of absences for which the employee is eligible arose from the same event, circumstance or medical condition.



## ARTICLE XXVII - GRIEVANCE PROCEDURE

### 1. Intent

The College and the Association agree that they will use their best efforts to encourage the informal and prompt settlement of complaints and grievances which may arise between the Association, its employees and the College. Nothing herein shall prevent employees from discussing problems privately with their supervisors in an attempt to resolve them.

### 2. Definition

A grievance is an allegation by an employee or the Association that there has been a misinterpretation, misapplication or violation of the terms of this Agreement or any related established policies and administrative decisions applicable hereto, or an arbitrary or discriminatory act by the College affecting a term or condition of employment.

### 3. Procedure

#### a. Step One

Within fifteen (15) working days after the occurrence giving rise to a grievance is known or should have been known the employee shall discuss the grievance informally with his immediate supervisor with the object of resolving the matter informally.

#### b. Step Two

If within ten (10) working days following the initial discussion (Step One), the grievance has not been resolved to the satisfaction of the employee, he may formally submit to the Assistant Director of Human Resources or his/her designee a written grievance. Within twenty (20) calendar days after receiving the written grievance the Assistant Director of Human Resources or his/her designee shall render a written report of the disposition of the grievance to the grievant.

#### c. Step Three

In the event the grievant is not satisfied with the disposition of the grievance at Step Two, he may, within ten (10) working days after receipt of the disposition of Step Two, refer the grievance to the President. The President, or her designee, shall conduct a hearing on the grievance appeal. The President shall render her report and decision on the grievance appeal within twenty (20) working days from her receipt of the grievance. Copies of the President's decision shall be given to the grievant and the

Association.

d. Step Four

- i. If the employee is not satisfied with the disposition of his grievance by the President, he may request in writing that the Association submit his grievance to advisory arbitration. If the Association desires to submit the grievance to arbitration, it must do so within twenty (20) working days after receipt by the Association of the Step Three decision of the President of the College.
  - ii. The Association and the College shall jointly request a list of arbitrators from the Public Employee Relations Commission and the matter shall proceed in accordance with the rules and regulations of the Public Employee Relations Commission in the selection of an arbitrator.
  - iii. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and recommendations on the issues submitted. The arbitrator shall be without power or authority to add to, alter, amend or modify the terms of this Agreement and without authority to make any recommendations which require the commission of an act prohibited by law. The arbitrator shall also be bound by the laws of the State of New Jersey and of the United States and decisions of the Commissioner of Education and the State Board of Higher Education.
  - iv. The costs for services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of hearing rooms shall be borne equally by the College and the Association. Any other expenses incurred shall be paid by the party incurring same.
  - v. Upon receipt of the arbitrator's recommendations, representatives of the College and the Association shall meet to review them and determine what further action is appropriate under the particular circumstances.
- e. The College or its representatives fail to respond at any step of the grievance procedure within the time limits, the grievant or the Association will have the option of requesting an immediate response or moving the grievance to the next step of the procedure. Failure of the grievant and/or the Association to respond within the time limits shall be deemed to be an acceptance of the College's decision.
- f. The time limits set forth in the procedure may be extended by mutual agreement.
- g. Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, by a representative of the Association.

- h. All conferences and hearings conducted under this grievance procedure shall be conducted in private and shall be limited to the parties in interest, their representatives, and a witness, during the course of his testimony.

### **ARTICLE XXVIII - ASSOCIATION REPRESENTATIVES**

The Board recognizes the right of the Association to designate the necessary number of Association Representatives needed to handle such Association affairs as may from time to time be delegated to them by the Association. For the term of this Agreement, there shall be no more than six (6) Association Representatives.

An Association Representative shall suffer no loss in regular compensation for time spent in all steps in the grievance process. The Board agrees to cooperate with the Association in assuring that when practical, an Association Representative shall be available for the processing of grievances. In the event the Representative is not available, the Board shall recognize an alternate Association Representative designated by the Association. A Representative may communicate with an employee under his jurisdiction concerning a grievance and an employee may communicate with his appropriate Association Representative concerning a grievance.

### **ARTICLE XXIX - SENIORITY**

#### Definition

The purpose of this article is to provide job security for all full-time employees based on length of continuous active service.

Seniority within job classification shall mean total length of continuous active college service plus years of service within present classification. Seniority for the purpose of this article shall accrue for employees on authorized leaves of absence but shall not be considered as "active employment" for salary increases nor other benefit entitlements.

#### Causes for Loss of Seniority

An employee will lose all seniority rights for the following reasons:

- a) voluntary resignation
- b) discharge for just cause
- c) absence for five (5) consecutive working days without notifying the employer-barring highly unusual circumstances which make it impossible to contact the employer
- d) failure to return from lay-off within seven (7) days from date of recall unless an extension is approved in writing by the Chief Human Resources Officer, Quality and Process Improvement or her designee

- e) lay-off in excess of the following allowed period since he last worked for the College:

<u>Time in Service with College</u>	<u>Recall Period</u>
More than 3 months but less than 6 months	2 months
6 months but less than 12 months	4 months
12 months but less than 13 months	6 months
13 months but less than 16 months	8 months
16 months but less than 19 months	10 months
19 months or more	12 months

### Seniority List

A Master seniority list shall be compiled for all employees by Group and Job Classification. Each group of job classifications shall have separate Master seniority lists based on College and Job Classification seniority.

#### Group I

- |                             |  |
|-----------------------------|--|
| 1. Administrative Secretary | 7. Secretary                                       |
| 2. Department Coordinator   | 8. Switchboard Operator                            |
| 3. Executive Secretary      | 8. Office Assistant                                |
| 4. Production Assistant     | 8. Library Assistant                               |
| 5. Senior Secretary         | 9. Child Care Assistant (10 month and/or 12 month) |
| 6. Senior Office Assistant  |  |
| 6. Senior Library Assistant |  |

#### Group II

- |                                 |                            |
|---------------------------------|----------------------------|
| 1. Sr. Data Entry Control Clerk | 4. Data Entry Operator     |
| 2. Data Entry Control Clerk     | 5. Jr. Data Entry Oper. II |
| 3. Sr. Data Entry Operator      | 6. Jr. Data Entry Operator |

#### Group III

- |                                   |  |
|-----------------------------------|--|
| 1. Mail Services Supervisor       | 8. Payroll Assistant                     |
| 1. Senior Buyer                   | 9. Offset Pressperson                    |
| 2. Buyer                          | 10. Bookkeeper                           |
| 3. Payroll Supervisor             | 11. Senior Office Assistant (Accounting) |
| 4. Mailroom Supervisor            | 11. Senior/Mail Stock Clerk              |
| 5. Senior Inventory Control Clerk | 12. Mail/Stock Clerk                     |
| 5. Accounting Assistant           | 13. Office Assistant (Accounting)        |
| 6. Senior Offset Pressperson      |  |
| 6. Inventory Control Clerk        |  |
| 7. Head Bookkeeper                |  |

#### Group IV

- |               |                            |
|---------------|----------------------------|
| 1. Programmer | 4. Sr. Computer Operator I |
|---------------|----------------------------|

- |                             |                         |
|-----------------------------|-------------------------|
| 2. Jr. Programmer           | 5. Computer Operator II |
| 3. Sr. Computer Operator II | 6. Computer Operator I  |

#### Group V

- |                                    |                             |
|------------------------------------|-----------------------------|
| 1. Head (working) Electrician      | 5. Plumber's Helper         |
| 1. Head (working) Maint. Repair    | 5. Head (working) Custodian |
| 1. Master plumber                  | 5. Public Safety Sergeant   |
| 2. Electrician                     | 6. H.V.A.C. Mechanic "C"    |
| 2. H.V.A.C. Mechanic "A"           | 6. Maintenance Repairperson |
| 2. Plumber                         | 7. Senior Groundskeeper     |
| 3. H.V.A.C. Mechanic "B"           | 7. Senior Custodian         |
| 3. Maintenance Mechanic            | 8. Public Safety Officer    |
| 4. Public Safety Lieutenant        | 8. Groundskeeper            |
| 5. Senior Maintenance Repairperson | 8. Custodian                |

### **ARTICLE XXX- REDUCTION OF STAFF, SEVERANCE AND RECALL**

#### 1. Reduction of Staff

Should it be necessary for the College to terminate or lay-off any employee due to lack of work such as, but not limited to, financial exigency, bona fide discontinuance of a program or the elimination/reduction of the size of a Division/Department, the reduction of staff shall be made within a Group by total seniority within a job classification. The least senior employee is to be the first laid-off. Employees shall be given at least two (2) weeks' notice of intended lay-off, except in the case of an extreme emergency. Because of the highly specialized knowledge required for some job classifications, employees who desire to exercise downward job bumping rights must hold greater College employment seniority than the individual they wish to bump and must be capable of performing the available work as scheduled or can function in the new job within two (2) weeks with some on-the-job training.

No regular employee shall be laid-off until all temporary, on-call, and probationary employees holding positions in the same job classification are dismissed.

#### 2. Severance Allowance

The terminated or laid-off employee, as referenced above, shall receive one (1) weeks' pay for each year of service to a maximum of fifteen (15) weeks. Before terminating or laying-off an employee, the College will make every effort to place the employee in another available position.

#### 3. Recall

Employees who are laid-off shall be placed on a re-employment list in the event

the College should rehire any employee in the job classification of those laid-off. The first (1st) person rehired shall be the individual with greatest job classification seniority.

#### **ARTICLE XXXI - PART-TIME EMPLOYEES**

A regular part-time employee may be an employee in Groups I, II and III. A regular part-time employee shall not work less than 20 hours per week. A regular part time employee shall receive prorated holidays, sick days, and vacation days. The Retirement plan and the Medical plan shall be provided as prescribed by law. The salary for a regular part-time employee shall be prorated. It is understood that no regular full-time employee within any group will be laid-off, unless the full-time employee has had the opportunity to bump all regular part-time employees. The bumping procedure will not be affected when the regular part-time employee has a highly specialized skill which the regular full-time employee cannot perform satisfactorily within a two week period.

It is understood that when a combination of hours, during which regular part-time employees are used, can conceivably develop into a regular full time position, by combining positions, a regular full-time position will be created.

Before a new employee is hired to fill a regular full-time position, the most senior regular part-time employee who applies shall be given the full-time position, provided he has the same or better qualifications and experience as other applicants for that regular full-time position.

When a regular part-time employee is offered a regular full-time position, he must satisfactorily complete a thirty (30) working day probationary period. An employee who fails to qualify shall be allowed to return to his former position, unless that position has been eliminated in which case the bumping procedure shall apply.

A regular part-time employee successfully transferring to a regular full time position will be considered as a newly hired regular full-time employee and will be placed at the bottom of the appropriate regular full time seniority list. For vacation and sick day entitlement, the new regular full-time employee shall receive half credit for all time worked as a regular part-time employee.

#### **ARTICLE XXXII - SERVICE OF NOTICE**

Whenever formal communication is required to be given by either of the parties to this Agreement to the other, either party shall do so by registered letter or by hand delivery, with a signed return acknowledgement of receipt thereof.

**Appendix A**

**BERGEN COMMUNITY COLLEGE  
Supportive Staff Salary Ranges**

**GROUP I****7/1/14 – 6/30/18**

Administrative Assistant	\$37,325	\$38,087	\$44,721
Administrative Secretary	\$31,537	\$32,317	\$38,332
Library Associate	\$29,850	\$30,502	\$35,932
Department Coordinator	\$29,850	\$30,501	\$35,932
Executive Secretary	\$29,850	\$30,501	\$35,932
Production Assistant	\$29,469	\$30,120	\$35,506
Senior Secretary	\$28,340	\$28,896	\$33,863
Senior Office Assistant	\$27,720	\$28,222	\$32,954
Senior Library Assistant	\$27,720	\$28,222	\$32,954
Secretary	\$27,099	\$27,545	\$32,040
Switchboard Operator	\$26,391	\$26,787	\$31,048
Office Assistant	\$26,391	\$26,787	\$31,048
Library Assistant	\$26,391	\$26,787	\$31,048
Child Development Center Assistant	\$22,669	\$22,881	\$26,156
Customer Service Assistant	\$26,530	\$26,971	\$31,382



**GROUP II****7/1/14 – 6/30/18**

Senior Data Entry Control Clerk	\$30,471	\$31,177	\$36,842
Data Entry Control Clerk	\$29,320	\$29,933	\$35,187
Senior Data Entry Operator	\$27,720	\$28,222	\$32,954
Data Entry Operator	\$27,010	\$27,316	\$31,380
Junior Data Entry Operator II	\$25,857	\$26,278	\$30,552
Junior Data Entry Operator	\$25,056	\$25,390	\$29,312

**GROUP III****7/1/14 – 6/30/18**

Mail Services Supervisor	\$33,663	\$34,553	\$41,144
Senior Buyer	\$33,663	\$34,553	\$41,144
Buyer	\$32,158	\$32,993	\$39,245
Payroll Supervisor	\$31,537	\$32,317	\$38,332
Mail Room Supervisor	\$30,914	\$31,661	\$37,503
Accounting Assistant	\$30,205	\$30,881	\$36,429
Senior Inventory Clerk	\$30,205	\$30,881	\$36,429
Senior Payroll Assistant	\$30,205	\$30,882	\$36,429
Senior Offset Pressperson	\$29,320	\$29,933	\$35,187
Inventory Clerk	\$29,320	\$29,933	\$35,187
Head Bookkeeper	\$28,723	\$29,337	\$34,525
Senior Mail/Stock Clerk	\$28,340	\$28,896	\$33,863
Payroll Assistant	\$28,165	\$28,707	\$33,616
Offset Pressperson	\$28,076	\$28,602	\$33,449
Bookkeeper	\$27,986	\$28,475	\$33,201
Senior Office Assistant-Accounting	\$27,720	\$28,222	\$32,954
Mail/Stock Clerk	\$26,567	\$26,996	\$31,380
Office Assistant-Accounting	\$26,391	\$26,787	\$31,048

**GROUP IV****7/1/14 – 6/30/18**

Programmer	\$36,065	\$37,156	\$44,630
Junior Programmer	\$32,156	\$32,981	\$39,202
Senior Computer Operator II	\$31,385	\$32,076	\$37,807
Senior Computer Operator I	\$30,763	\$31,422	\$36,982
Computer Operator II	\$29,519	\$30,090	\$35,242
Computer Operator I	\$28,899	\$29,436	\$34,413

**GROUP V****7/1/14 – 6/30/18**

Head (working) Electrician	\$37,462	\$38,479	\$45,893
Master Plumber	\$37,462	\$38,479	\$45,893
Head (working) Maintenance Repairperson	\$37,462	\$38,479	\$45,893
Electrician	\$35,378	\$36,362	\$43,436
H.V.A.C. Mechanic "A"	\$35,378	\$36,362	\$43,436
Plumber	\$35,378	\$36,362	\$43,436
Head (working) Groundskeeper	\$35,378	\$36,362	\$43,436
H.V.A.C. Mechanic "B"	\$33,071	\$33,912	\$40,288
Maintenance Mechanic	\$33,071	\$33,912	\$40,288
Plumber's Helper	\$31,949	\$32,711	\$38,719
Senior Maintenance Repairperson	\$31,949	\$32,711	\$38,719
Head (working) Custodian	\$31,117	\$31,801	\$37,477
Public Safety Sergeant	\$31,117	\$31,801	\$37,477
H.V.A.C. Mechanic "C"	\$30,853	\$31,528	\$37,145
Maintenance Repairperson	\$30,853	\$31,528	\$37,145
Senior Custodian	\$29,875	\$30,471	\$35,739
Senior Groundskeeper	\$29,875	\$30,471	\$35,739
Senior Public Safety Officer	\$29,875	\$30,471	\$35,739
Public Safety Officer	\$28,633	\$29,141	\$33,999
Groundskeeper	\$28,633	\$29,141	\$33,999
Custodian	\$28,633	\$29,141	\$33,999

Leadperson to receive a differential of \$1.25 per hour, and Back Hoe Operator to receive a differential of \$.75 per hour.

Master Plumber to receive a differential of \$800.00 per year as a permanent leadperson.

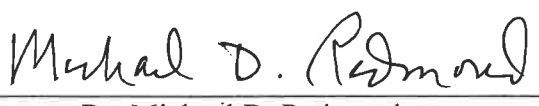
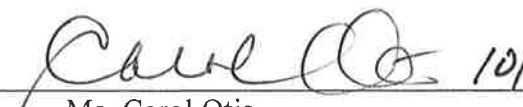
**The parties having executed this Agreement as set forth below mutually warrant that:**

- a) They are authorized to bind their members and the Board of Trustees, as the case may be;
- b) This Agreement contains all of the terms and conditions of employment applicable on the signing date of the Agreement as applied to all employees covered by this Agreement and shall continue to be so applicable during the terms of this Agreement;
- c) This Agreement constitutes the entire Agreement between the parties and encompasses all matters which were the subject of negotiations or could have been the subject of negotiations;
- d) This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties; and
- e) Nothing in this Agreement shall apply retroactively unless specified.

FOR THE ASSOCIATION

  
Albert J. Legge, BCCSSA President  
Maurine Mitchell, BCCSSA Treasurer

FOR THE EMPLOYER

  
Dr. Michael D. Redmond,  
President of Bergen Community College  
Ms. Carol Otis,  
Chairman of the Board of Trustees



**BOARD OF TRUSTEES ACTION S/F 1**  
**Approval Date: October 2, 2018**

**Resolution**

To award professional services to Arcari & Iovino Architects PC for the preparation of plans and specifications for the One-Stop renovation/expansion project.

**Submitted By**

Mr. William Corcoran, Vice President, Facilities Planning, Operations and Public Safety  
Mr. Victor Anaya, Executive Director, Finance  
Ms. Barbara Golden, Director, Purchasing & Services  
Mr. Robert P. Coane, Director, Campus Planning

**Action Requested**

Authorization to award professional services to Arcari & Iovino Architects PC for the preparation of plans and specifications for the One-Stop renovation/expansion project in the amount of \$141,350.00, plus direct costs not to exceed \$3,650.00.

**Justification**

The existing One-Stop facilities are scattered throughout the main campus. This project will provide a central location for enrollment activities by creating a more functional space where students can complete all the steps necessary for admissions and registration which will simplify the enrollment process.

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".

Proposals were received from the companies listed below.

Firm	Amount	Direct Costs
Arcari & Iovino Architects PC	\$141,350.00	\$3,650.00
RSC Architects	\$182,050.00	\$0.00
NK Architects	\$298,377.00	\$14,500.00

**Charge To:** Chapter 12  
**Account Number:** TBD