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

BOARD OF TRUSTEES
PUBLIC MEETING

Public Agenda

Virtual WebEx Meeting Event

Tuesday, July 7, 2020 – 5:00 p.m.

I. Call to Order

II. Open Public Meetings Act Statement

III. Roll Call

IV. Reports:
- A. Vice Chairman
- B. Secretary
- C. Treasurer
- D. President
- E. Committees
  1. Audit, Finance and Legal Affairs
  2. Education and Student Affairs
  3. Personnel
  4. Site and Facilities
  5. Strategic Planning and Issues
- F. Chairman

V. Unfinished Business/Board Members

VI. New Business/Board Members

VII. Open to the Public

VIII. Actions:

A.	Approval of Minutes:	Tuesday, June 2, 2020
B.	Approval of Consent Agenda:	Tuesday, July 7, 2020

IX. Executive Session, if required
(New Business/Open to the Public)

X. Adjournment

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CONSENT AGENDA

Tuesday, July 7, 2020

Virtual WebEx Event

5:00 p.m.

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

APPROVAL OF BOARD MINUTES: Tuesday, June 2, 2020

AUDIT AND FINANCE (A/F)

1. Approval of Legal Vouchers – DeCotiis, FitzPatrick, Cole & Giblin, LLP.
2. To authorize the purchase of library materials consisting of over 100 titles of print book subscriptions and online resources through Westlaw database from West Publishing Corporation, dba Thompson West, Thomson Reuters – West, for the period July 1, 2020 through June 30, 2021.
3. To authorize the purchase of approximately 1,000 print and e-books from Yankee Book Peddler (YPB) library services, dba GOBI Library Solutions for the period July 1, 2020 through June 30, 2021.
4. To authorize payment to NJEDge.Net fiduciary agent for the VALE (Virtual Academic Library) Consortium, for the College Library's share of the cost of electronic periodical databases for the period July 1, 2020 through June 30, 2021.
5. To renew the Library's annual subscription with Westchester Academic Library Directors Organization (WALDO) for sixteen full-text electronic databases, for the period July 1, 2020 through June 30, 2021.
6. To authorize the purchase of products and services, including but not limited to electronic books and online article database subscriptions, from ProQuest for the period July 1, 2020 through June 30, 2021.
7. To authorize the purchase of print materials and an online resource required for the Legal Studies programs from LexisNexis, dba LexisNexis Matthew Bender for the Library for the period July 1, 2020 through June 30, 2021.
8. To authorize the purchase of periodical titles and online subscription services that contain over 680 journals from EBSCO Information Services for the Library for the period July 1, 2020 through June 30, 2021.
9. To authorize the purchase of a surgical training Manikin system for the Surgical Technology program from Simulab Corporation.
10. To authorize the College's County Capital appropriation request for IT Lifecycle Initiatives and General Construction on the Paramus Campus for FY 2021.
11. To authorize the purchase of Ellucian's Intelligent Learning Platform Software as a Service (ILP SaaS) application to replace the ILP on premise software application.

EDUCATION AND STUDENT AFFAIRS (E/SA)

1. To authorize submission of the Perkins FY 2021 grant application in the maximum amount of $658,680 from the State of New Jersey Department of Education, and to authorize Interim President Anthony Ross, or his designee, to execute required documents.
2. To authorize continued participation in a long standing consortium partnership with the Bergen County Technical Schools District and Greater Bergen Community Action Partnership, Inc. to implement the FY 2021 Bergen County Consolidated Adult Basic Education and Integrated English Literacy and Civics Education (ABE & IELCE) Grant Program funded through the New Jersey Department of Labor and Workforce Development, and to authorize Interim President Anthony Ross, or his designee, to execute required documents.
3. To authorize submission of a budget for year two of four for U.S. Department of Education Award P335A190359, Childcare Access Means Parents in School (CCAMPIS) Program in the amount of $208,343.27, and to authorize Interim President Anthony Ross, or his designee, to execute required documents.
4. To authorize submission of a proposal to Cotton Incorporated in the amount of $7,000 to support scholarship funding though the 2021 Cotton in the Curriculum grant program. This program was developed to further the understanding and knowledge about cotton among students preparing for careers in apparel, textiles, or the merchandising of textile products.
5. Deletion of College Policy: Examination Procedures.
6. Revision of College Policy: Child Development Center.
7. Approve a plan for an Early Career Program for North Arlington High School to be offered at Bergen Community College at the Meadowlands.
8. Approve the revised plan for a Dual Enrollment Program for North Arlington High School to be offered at Bergen Community College at the Meadowlands.

PERSONNEL (P)

1. Appointment: Academic Chairs and Program Coordinators/Faculty
2. Reappointment: Project Personnel – Grants (ABE/ESL)
3. Reappointment: Project Personnel – Grants (STEM and Title V)
4. Approve Stipend

5A. Approve: Return from Leave of Absence/Professional Staff
5B. Approve: Return from Leave of Absence/Grant Staff
5C. Approve: Leave of Absence/Grant Staff

6. Retirement: Support Staff
7. Termination: Grant

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BOARD OF TRUSTEES ACTION A/F1
Approval Date: July 7, 2020

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

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

Action Requested
Approval for payment of the following legal vouchers:

Invoices thru April 30, 2020 DeCotiis, FitzPatrick, Cole & Giblin. LLP. $ 43,347.87

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

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

Charge to:	College Operating Funds
Account Number:	10-01-186100-607566
Amount:	$ 43,347.87

Bergen Community College
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BOARD OF TRUSTEES ACTION A/F2
Approval Date: July 7, 2020

Resolution
To authorize the purchase of library materials consisting of over 100 titles of print book subscriptions and online resources through Westlaw database from West Publishing Corporation, dba Thompson West, Thomson Reuters – West, for the period July 1, 2020 through June 30, 2021.

Submitted By
Dr. Anthony Ross, Interim President
Dr. Brock Fisher, Vice President of Academic Affairs
Mr. David Marks, Dean, Library Services
Mr. Wilton Thomas-Hooke, Managing Director, Finance
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested
Authorization to purchase library materials and services for the period July 1, 2020 through June 30, 2021 from West Publishing Corporation, dba Thompson West, Thomson Reuters – West, for an amount not to exceed $30,000.00.

Justification
West is the publisher and sole provider for print materials and an online resource required for the Legal Studies program, including over 100 titles including the following: *New Jersey Court Reporters; New Jersey Practice; and New Jersey Digest* which come with monthly updated material throughout the year. Approximately $15,000 is spent on print materials and $15,000 for the online resource Westlaw. All these resources are essential for accreditation as well as the success of our students in their chosen field.

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

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

Charge To: College Operating Funds
Account Number: 10-04-490000-607535
Amount: $15,000.00
Account Number: 10-04-490000-607765
Amount: $15,000.00

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BOARD OF TRUSTEES ACTION A/F3
Approval Date: July 7, 2020

Resolution
To authorize the purchase of approximately 1,000 print and e-books from Yankee Book Peddler (YPB) library services, dba GOBI Library Solutions for the period July 1, 2020 through June 30, 2021.

Submitted By
Dr. Anthony Ross, Interim President
Dr. Brock Fisher, Vice President of Academic Affairs
Mr. David Marks, Dean, Library Services
Mr. Wilton Thomas-Hooke, Managing Director, Finance
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested
Authorization to purchase library materials and services for the period July 1, 2020 through June 30, 2021 from YBP, dba GOBI Library Solutions at an amount not to exceed $65,000.00.

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

The College has a need to procure the above library materials and services pursuant to a non-fair and open process in accordance with the provisions of N.J.S.A. 19:44A-20.4. YBP has submitted a Stockholder Disclosure Certification, and a Business Entity Disclosure Certification, certifying that it has not made any reportable contributions to a political or candidate committee in the County of Bergen in the prior year, and that the contract will prohibit it from making any reportable contributions through the term of the contract. The Political Contribution Disclosure Form, Stockholder Disclosure Certification, and Business Entity Disclosure Certificate shall be placed and maintained on file at the College. Library materials and services are exempt from Public Bidding in accordance with New Jersey County College Contracts Law 18A:64A-25.5 (a) (6).

Charge To: College Operating Funds
Account Number: 10-04-490000-607530
Amount: $65,000.00

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BOARD OF TRUSTEES ACTION A/F4
Approval Date: July 7, 2020

Resolution
To authorize payment to NJEDge.Net fiduciary agent for the VALE (Virtual Academic Library) Consortium, for the College Library's share of the cost of electronic periodical databases for the period July 1, 2020 through June 30, 2021.

Submitted By
Dr. Anthony Ross, Interim President
Dr. Brock Fisher, Vice President of Academic Affairs
Mr. David Marks, Dean, Library Services
Mr. Wilton Thomas-Hooke, Managing Director, Finance
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested
Authorization to pay the amount of $97,000.00 to NJEDge.Net, for the VALE Consortium, for the College's share of the cost of electronic periodical databases for the period July 1, 2020 through June 30, 2021.

Justification
VALE is the cooperative purchasing consortium for NJ academic Libraries, which allows substantial discounts for annual subscriptions to full-text electronic databases. These databases are available 24/7 to off-campus and on-campus users. The organization currently has fifty-two active member institutions. The College subscribes to databases offered through the consortium's discount program. See attachment for list of databases.

NJEDge.net is a non-profit organization and is exempt from Pay-to-Play requirements.

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

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

AF4 Attachment

Proposed Subscriptions from VALE
2020-2021

Provider	Database
The Chronicle of Higher Ed	The Chronicle of Higher Education Online
EBSCO	CINAHL (w/Full Text) PsycARTICLES
Gale	Literature Resource Center
LexisNexis	Nexis Uni
Nature	Nature/Scientific American
ProQuest	ABI/Inform Criminal Justice Periodical Index (CJPI) Historical NY Times Theatre & Drama Premium
Springshare	LibAnswers (w/ Screensharing) LibGuides
ALA	RDA Toolkit

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BOARD OF TRUSTEES ACTION A/F5
Approval Date: July 7, 2020

Resolution
To renew the Library's annual subscription with Westchester Academic Library Directors Organization (WALDO) for sixteen full-text electronic databases, for the period July 1, 2020 through June 30, 2021.

Submitted By
Dr. Anthony Ross, Interim President
Dr. Brock Fisher, Vice President of Academic Affairs
Mr. David Marks, Dean, Library Services
Mr. Wilton Thomas-Hooke, Managing Director, Finance
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested
Authorization to pay the amount of $50,000.00 to Westchester Academic Library Directors Organization (WALDO), to provide discounted annual subscriptions of full-text electronic databases, which are available 24/7; for the period July 1, 2020 through June 30, 2021.

Justification
The Westchester Academic Library Directors Organization (WALDO) is a membership organization supporting the procurement and administration of electronic information services for libraries since 1982. The organization provides discounts to annual subscriptions of full-text electronic databases, which are available 24/7. Waldo serves 580 academic libraries in the greater New York metropolitan area.

See AF5 attachment for list of databases.

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

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

AF5 Attachment

Proposed Subscriptions from WALDO

2020-2021

Provider	Database(s)
ABC-CLIO	World Religions - Belief, Culture & Controversy
ACLS	Humanities E-Book - Very Small
Alexander Street	Music Online: Listening Music Online: Classical Scores Library Music Reference Collection
Bloomsbury	Berg Fashion Library
Digital Theatre	Database Plus
Gale	Biography in Context Opposing Viewpoints in Context Testing & Education Reference Center
JSTOR	Language & Literature Ecology & Botany
Mergent Online	Hoover's Academic
Oxford	Oxford/Grove Music
ProQuest	ProQuest Research Library
Statista	Statista Expert

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BOARD OF TRUSTEES ACTION A/F6
Approval Date: July 7, 2020

Resolution
To authorize the purchase of products and services, including but not limited to electronic books and online article database subscriptions, from ProQuest for the period July 1, 2020 through June 30, 2021.

Submitted By
Dr. Anthony Ross, Interim President
Dr. Brock Fisher, Vice President of Academic Affairs
Mr. David Marks, Dean, Library Services
Mr. Wilton Thomas-Hooke, Managing Director, Finance
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested
Authorization to purchase library products and services to support student, faculty, and staff research for the period July 1, 2020 through June 30, 2021 from ProQuest at a cost not to exceed $23,000.00.

Justification
ProQuest is a key provider of information, partnering with many content-creators to preserve and make available to libraries and researchers a variety of content, including electronic books and online periodical (newspaper, magazine, and journal) articles. ProQuest has been a business partner with libraries since before the internet became prevalent, and it has assets that pre-date online services.

There exists a need for the College to procure periodicals for the library pursuant to a non-fair and open process in accordance with the provisions of N.J.S.A. 19:44A-20.4. EBSCO Information Services has completed and submitted a Political Contribution Disclosure Form in accordance with N.J.S.A. 19:44A-20.26, a Stockholder Disclosure Certification, and a Business Entity Disclosure Certification, certifying that it has not made any reportable contributions to a political or candidate committee in the County of Bergen in the prior year, and that the contract will prohibit it from making any reportable contributions through the term of the contract. The Political Contribution Disclosure Form, Stockholder Disclosure Certification, and Business Entity Disclosure Certificate shall be placed and maintained on file at the College.

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

Charge To: College Operating Funds
Account Number: 10-04-490000-607530
Amount: $2,500.00
Account Number: 10-04-490000-607765
Amount: $20,500.00

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BOARD OF TRUSTEES ACTION A/F7
Approval Date: July 7, 2020

Resolution
To authorize the purchase of print materials and an online resource required for the Legal Studies programs from LexisNexis, dba LexisNexis Matthew Bender for the Library for the period July 1, 2020 through June 30, 2021.

Submitted By
Dr. Anthony Ross, Interim President
Dr. Brock Fisher, Vice President of Academic Affairs
Mr. David Marks, Dean, Library Services
Mr. Wilton Thomas-Hooke, Managing Director, Finance
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested
Authorization to purchase print materials and an online resource for the Library for the period July 1, 2020 through June 30, 2021; from LexisNexis, dba LexisNexis Matthew Bender at a cost not to exceed $25,000.00.

Justification
Approximately $25,000 for print materials and an online resource required for the Legal Studies programs. This purchase is for subscriptions to several print law book series with bound and continuous paper updates throughout the year. It also includes an online resource Lexis Nexis. Matthew Bender is the publisher and sole provider for these materials. All these resources are essential for accreditation as well as the success of our students in their chosen field.

The College needs to procure periodicals for the library pursuant to a non-fair and open process in accordance with the provisions of N.J.S.A. 19:44A-20.4. EBSCO Information Services has completed and submitted a Political Contribution Disclosure Form in accordance with N.J.S.A. 19:44A-20.26, a Stockholder Disclosure Certification, and a Business Entity Disclosure Certification, certifying that it has not made any reportable contributions to a political or candidate committee in the County of Bergen in the prior year, and that the contract will prohibit it from making any reportable contributions through the term of the contract. The Political Contribution Disclosure Form, Stockholder Disclosure Certification, and Business Entity Disclosure Certificate shall be placed and maintained on file at the College.

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

Charge To: College Operating Funds
Account Number: 10-04-490000-60753
Amount: $15,400.00
Account Number: 10-04-490000-607765
Amount: $9,600.00

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BOARD OF TRUSTEES ACTION A/F8
Approval Date: July 7, 2020

Resolution
To authorize the purchase of periodical titles and online subscription services that contain over 680 journals from EBSCO Information Services for the Library for the period July 1, 2020 through June 30, 2021.

Submitted By
Dr. Anthony Ross, Interim President
Dr. Brock Fisher, Vice President of Academic Affairs
Mr. David Marks, Dean, Library Services
Mr. Wilton Thomas-Hooke, Managing Director, Finance
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested
Authorization to purchase periodicals for the Library for the period July 1, 2020 through June 30, 2021 from EBSCO Information Services at a cost not to exceed $65,000.00.

Justification
EBSCO Industries, Inc. is the preferred subscription service for periodicals for academic libraries. Small vendors are still in the marketplace; however, they offer limited titles on limited subjects and service primarily related to K-12. EBSCO provides a robust system which allows online ordering, billing, renewals, reports, training, claiming, and individual customer service for over 500 periodical titles in our current print collection and online access. EBSCO has been our subscription service for scholarly journals and magazines since the mid 1990's. EBSCO is also the provider of online subscription services, including *Philosopher's Index* – a database that contains over 680 journals. EBSCO provides value added electronic services which are compatible with the college's integrated library management system. This is to purchase periodicals for the library for the academic year July 1, 2020 through June 30, 2021.

The College needs to procure periodicals for the library pursuant to a non-fair and open process in accordance with the provisions of N.J.S.A. 19:44A-20.4. EBSCO Information Services has completed and submitted a Political Contribution Disclosure Form in accordance with N.J.S.A. 19:44A-20.26, a Stockholder Disclosure Certification, and a Business Entity Disclosure Certification, certifying that it has not made any reportable contributions to a political or candidate committee in the County of Bergen in the prior year, and that the contract will prohibit it from making any reportable contributions through the term of the contract. The Political Contribution Disclosure Form, Stockholder Disclosure Certification, and Business Entity Disclosure Certificate shall be placed and maintained on file at the College.

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

Charge To: College Operating Funds
Account Number: 10-04-490000-607537
Amount: $61,000.00
Account Number: 10-04-490000-607765
Amount: $4,000.00

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BOARD OF TRUSTEES ACTION A/F9
Approval Date: July 7, 2020

Resolution
To authorize the purchase of a surgical training Manikin system for the Surgical Technology program from Simulab Corporation.

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

Action Requested
Authorization to purchase TraumaMan surgical training Manikin system, including 3-year maintenance and support, and tissue allowance, from Simulab Corporation, at a cost of $28,972.60.

Justification
The TraumaMan training manikin allows for simulated surgical procedures to be completed for various systems of the body. The system provides the opportunity for surgical incisions of simulated skin and replacement of the skin, making it a cost-effective measure for the Surgical Technology program. Students will be involved in surgical preparation, draping, monitoring, surgical assisting, and the intricacies of various surgeries during the lab session in our on-campus surgical suite prior to hospital experiences. The TraumaMan is only available from Simulab Corporation.

Simulab Corporation has completed and submitted, a Political Contribution Disclosure Form and a Stockholder Disclosure Form in accordance with N.J.S.A. 19:44A-20.26 and a Business Entity Disclosure Certification in accordance with N.J.S.A. 19:44A-20.8, certifying that it has not made any reportable contributions to a political or candidate committee in the County of Bergen in the prior year, and that the contract will prohibit it from making any reportable contributions through the term of the contract. The Political Contribution Disclosure, the Stockholder Disclosure Certification and Business Entity Disclosure will be maintained on file at the College.

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

Charge To: GO Bond
Account Number: 20-00-115300-604212
Total: $28,972.60

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BOARD OF TRUSTEES ACTION A/F10
Approval Date: July 7, 2020

Resolution

To authorize the College's County Capital appropriation request for IT Lifecycle Initiatives and General Construction on the Paramus Campus for FY 2021.

Submitted By

Dr. Anthony Ross, Interim President
Mr. Wilton Thomas-Hooke, Managing Director, Finance
Mr. William Corcoran, Vice-President Facilities Planning, Operations and Public Safety
Mr. Ron Spaide, Chief Information Officer

Action Requested

Authorization of the College's County Capital Appropriation request of $1,500,000.00, which is comprised of $250,000.00 for Information Technology Lifecycle initiatives and $1,250,000 for general construction and capital improvements on the Paramus Campus.

Justification

The Board of School Estimate approves the College's annual capital request for College IT Lifecycle Replacement and General Construction from the County of Bergen. These IT Lifecycle Replacements and Construction projects will enable the College to maintain and upgrade campus technology and facilities at appropriate service levels.

Account Number: To be allocated upon receipt of funds.

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BOARD OF TRUSTEES ACTION A/F11
Approval Date: July 7, 2020

Resolution
To authorize the purchase of Ellucian's Intelligent Learning Platform Software as a Service (ILP SaaS) application to replace the ILP on premise software application.

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

Action Requested
Authorization to purchase Ellucian's Intelligent Learning Platform Software as a Service (ILP SaaS) application to replace the current ILP on premise software application.

Justification
The Intelligent Learning Platform SaaS application provides the integration between the Colleague ERP system and the Moodle Learning Management System. This application, which is currently highly utilized and hosted on premise, will be hosted in the cloud and provide better management features along with improved redundancy and disaster recovery. This would be a three (3) year contract and would have a total cost savings of $18,531 over three years. See below for ILP SaaS yearly costs vs. ILP on premise costs:

Version	Year 1	Year 2	Year 3
ILP On Premise	$ 35,931	$ 38,086	$ 40,371
ILP SaaS	$ 26,614	$ 34,110	$ 35,133
Savings	**$9,317**	**$ 3,976**	**$ 5,238**

Charge to: DataTel
Account Number: 10-01-165100-607656
Amount: $95,857.00

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BOARD OF TRUSTEES ACTION E/SA1
Approval Date: July 7, 2020

Resolution
To authorize submission of the Perkins FY 2021 grant application in the maximum amount of $658,680 from the State of New Jersey Department of Education, and to authorize Interim President Anthony Ross, or his designee, to execute required documents.

Submitted By
Dr. Anthony Ross, Interim President
Dr. Brock Fisher, Vice President of Academic Affairs
Mr. Wilton Thomas-Hooke, Managing Director of Finance
Ms. Barbara Golden, Director, Purchasing and Services
Dr. William J. Yakowicz, Director, Grants Administration

Justification
The State of New Jersey Department of Education awarded Perkins Funds to Bergen Community College in the amount of $658,680 for Fiscal Year 2021 (July 1, 2020 through June 30, 2021). The application will be submitted in two phases. The first phase, due June 26, is the initial application for the funding and items being requested. The second phase, due no later than September 30, is the final application that requires a completed Comprehensive Local Needs Assessment.

The application for 2021 Perkins funding requires Board approval of its submission. The following items are being considered for inclusion in the application:

- Equipment and instructional supplies for Manufacturing, HRM, Fashion, and Health Professions programs.
- Conference, seminar, and workshop attendance for professional development and training especially in: nontraditional student recruitment, enrollment, retention, and completion for Career and Technical Education program faculty and staff.
- Industry/employer guest speakers to enhance instructional lessons
- Additional equipment, supply, and resource options are also expected to be included.

No college funds are required.

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BOARD OF TRUSTEES ACTION E/SA2
Approval Date: July 7, 2020

Resolution
To authorize continued participation in a long standing consortium partnership with the Bergen County Technical Schools District and Greater Bergen Community Action Partnership, Inc. to implement the FY 2021 Bergen County Consolidated Adult Basic Education and Integrated English Literacy and Civics Education (ABE & IELCE) Grant Program funded through the New Jersey Department of Labor and Workforce Development, and to authorize Interim President Anthony Ross, or his designee, to execute required documents.

Submitted By
Dr. Anthony Ross, Interim President
Dr. Brock Fisher, Vice President of Academic Affairs
Ms. Linda Emr, Director of the Philip J. Ciarco Jr. Learning Center
Dr. William J. Yakowicz, Director of Grants Administration

Action Requested
The New Jersey Department of Labor and Workforce Development will award one Adult Basic Skills grant to each county. Bergen Community College, Bergen County Technical Schools (Lead Agency) and the Greater Bergen Community Action Partnership, Inc. propose to continue their consortium partnership agreement that has successfully operated since July 1, 2005, to develop, implement and improve adult basic skills education, English as a Second Language and Integrated English Literacy and Civics Education programs for Bergen County residents and workers. This partnership agreement will enable the consortium to implement the Consolidated ABE & IELCE Grant Program in FY21, from July 1, 2020 through June 30, 2021. The Bergen Community College portion of the grant proposal to provide instructional services is $435,000 to serve 435 students as detailed in the attached Memorandum of Agreement.

Grant Applications require a financial match contribution provided either in cash or in kind. Bergen Community College's financial match contribution is all in kind, including facility costs and administrative oversight.

Charge To: ABE/ESL Grant

BERGEN COUNTY TECHNICAL SCHOOLS/SPECIAL SERVICES

District Administrative Office
540 Farview Avenue, Paramus, New Jersey 07652–4897 • Tel. (201) 343–6000

MEMORANDUM OF AGREEMENT

UNDER THE

CONSOLIDATED ADULT BASIC SKILLS AND INTEGRATED ENGLISH LITERACY & CIVICS EDUCATION GRANT PROGRAM – FY 2021

This Agreement is made on this 15th day of June 2020, between the BOARD OF EDUCATION OF THE BERGEN COUNTY TECHNICAL SCHOOLS DISTRICT (BCTS), organized and existing pursuant to N.J.S.A. 18A:54-1 *et seq.*, with its principal office located at 540 Farview Avenue, Paramus, New Jersey 07652 and BERGEN COMMUNITY COLLEGE (BCC), a county college organized and existing pursuant to N.J.S.A 18A:64 et seq. of the laws of the State of New Jersey, with principal offices located at 400 Paramus Road, Paramus, New Jersey-07652 ("College").

RECITALS

WHEREAS, BCTS has applied for a grant formally known as the Consolidated Adult Basic Skills and Integrated English Literacy & Civics Education Grant Program (Adult Basic Skills Grant Program) from the New Jersey Department of Labor and Workforce Development (NJDLWD) and made possible under the federal Workforce Investment Opportunity Act (WIOA) of 2014 (P.L. 113-128), Title II, the Adult Education and Family Literacy Act (AEFLA) in the amount of approximately One Million Three Hundred Forty Two Thousand Four Hundred and Seventy-Two Dollars ($1,342,472) for the period beginning July 1, 2020, and ending June 30, 2021; and

WHEREAS, the New Jersey Adult Basic Skills Grant Program supports eligible providers in the development, implementation and improvement of adult education and literacy programs providing the adult basic education (ABE), English-as-a-Second Language (ESL), and Integrated English Literacy and Civics Education (IELCE) needed for adults to acquire those fundamental educational skills necessary for the literate functioning that leads to productive employment and enabling adults to continue their education to at least the level of completion of a secondary school diploma; and

WHEREAS, the above-named parties are desirous of working collaboratively to improve the literacy and employability of Bergen County low literacy and limited English proficient adults;

NOW THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

SECTION ONE
DURATION

This Agreement shall be effective for a period of one (1) year beginning on July 1, 2020, and terminating on June 30, 2021.

SECTION TWO
SCOPE AND ADMINISTRATION OF PROGRAM

1. Administration of Program

The Adult Basic Skills Grant Program will operate on an annual basis, commencing on July 1 and ending on the following June 30. Each consortium partner will deliver instruction in accordance with a set schedule of days and hours of operation for each delivery site and/or virtual class operated by that partner with the support of ABS grant funds.

Instruction will be delivered either in-person or virtually (online) in compliance with NJDLWD requirements with regard to state and federal WIOA and AEFLA program requirements, including:

- Agencies are required to meet 95 percent of their contracted level of service. Agencies not neeting 95% enrollment requirement that have been reimbursed funds will be required to refund to the LWD the cost-per-participant amount received for each participant in each level in the appropriate component in which they were contracted for services.

- Partners will not change any AEFLA participant fees. There are no exceptions to this policy.

- Participant functioning level in reading and math must be assessed within the first 12 hours of participation. All participants will be retested based upon test publisher guidelines, or in limited and rare exceptions, as determined by the instructor after a minimum of 30 instructional hours, if the participants has indicated a desire to exit and the instructor believes there has been a measurable skill gain. Should conditions warrant online pre and post testing, or make in-person testing impossible, all partners will follow guidance provided by the NJDLWD regarding testing instruments and reporting procedures.

- Class enrollment must use a managed enrollment system, where a student may enter the instructional program only during specific enrollment periods, attend a class for the duration of the class term, continue in the same class only if re-enrolled. Managed enrollment systems include intake (orientation, assessment and goal setting) and counseling to transition participants to other education, training or employment. All aspects of the managed enrollment process, from intake through goal setting, will be conducted virtually if pandemic conditions warrant. Intake forms will identify a viable student email address and those students without an email address will be assisted in obtaining one.

- Partners will not simultaneously enroll participants in other ELA, Evening School for the Foreign-Born, ILECE or state programs funded by the NJDLWD during the contract period.

- A maximum of 25% of the total ABE/ESl and 25% of the total IELCE adults served can have a high school diploma, if they test below 8.9 grade level on tests approved for this purpose by the NJ Assessment policy and require improvement in order to pursue postsecondary training, education or employment.

- A minimum of four class terms in the fiscal year are provided either in-person and/or vitually that enable a participant to attend a minimum of 60 hours of instruction within a 10 week span.

- Each partner will deliver instruction either in-person and/or virtually that is based upon a comprehensive, written curriculum that utilizes the College & Career Readiness Standards (CCRS).

- Each partner agrees to participant as connection sites for the New Jersey Career Connections digital platform and agrees to register, create and/or post a resume on this website for each participant entered into the Entered Employment cohort.

- Partners will develop and/or provide at least one Integrated Education and Training (IET) Program that can be delivered in-person and/or virtually.

- Grant funded program activities will be developed in consultation with with the Bergen Workforce Development Board and co-joined, whenever possible, with the Bergen County One Stop Career System.

In addition to meeting the above program requirements, each partner will provide program space at their primary site and/or at satellite sites within the community that include appropriate classroom, staff and counseling space, and access to educational technology (including computers and the Internet where available) for using during and/or in support of instruction. Each partner will also ensure that all registered students have the email addresses and can access the technology needed to participate in virtual (online) instruction. The primary in-person instructional sites for each partner are as follows:

- BCTS, 200 Hackensack Avenue, Hackensack, New Jersey 07601;

- BCC, The Ciarco Learning Center, 355 Main Street, Hackensack, New Jersey 07601.

2. Program Personnel Staffing

In accordance with the grant criteria BCTS and BCC have agreed to undertake the following activities:

- Actively participate in the Adult Basic Skills Grant Program and attend regularly scheduled meetings of the collaborative;

- Provide and oversee all grant funded adult literacy and IELCE instruction (on and off their agency/school site) as well as supervise and monitor all adult literacy personnel;

- Recruit, intake and screen prospective students (as detailed in the attached grant application);

- Pre-test (using state approved instruments for onsite and online testing) all students to be served through Adult Basic Skills Grant Program funds within the first 12 hours of participation. All pre-testing should be completed in accordance with the guidelines stated in the NJDLWD Program Requirements and New Jersey Assessment PolicyAddendum dated June 2020 ;

- Post-test (using state approved instruments for onsite and online testing) all students to be served through Adult Basic Skills Grant Program funds after sixty (60) hours of instruction (in accordance with NJDLWD guidance, the NJ State Assessment Policy Addendum dated June 2020 and publisher guidelines) or as determined by the instructor and/or NJDLWD recommendations for virtual testing if the participants have indicated a desire to exit for reasons associated with the pandemic and the instructor believes there has been a measurable skill gain;

- Enroll the targeted number of students in accordance with targeted literacy level (as detailed in the attached grant application and in the Financial/Payment Terms section of this MOA). All partners understand that, to be counted as enrolled, students must complete a minimum of twelve (12) hours of in-person and/or virtual instruction that is documented in accordance with proceedures set forth by the NJDLWD;

- Integrate "Career and College Readiness Standards" and methods in all instruction supported by Adult Basic Skills Grant Program funds;

- Monitor student progress during enrollment and conduct follow-up of students after program exit in accordance with NJDLWD requirements;

- At minimum, meet all state-established benchmarks as detailed in the grant application; and

- Collect data that is relevant to the above activities and which contributes to the evaluation of the impact of said activities on the targeted population.

To undertake the above activities, BCC and BCTS agree to deploy the number of staff as may be appropriate and as detailed in the grant application. Each partner agrees that all personnel will have the training and qualifications necessary to adequately perform both in-person and virtual (online) job responsibilities as stated in the NJDLWD issued document entitled "Program Requirements".

Nothing in this Agreement shall be construed, interpreted or deemed to create any employer/employee relationship between BCTS and BCC or between any party and the other's faculty, staff, and/or personnel. BCTS and BCC shall each remain solely responsible for the payment of all salaries of personnel employed by their respective agencies who are assigned to work or otherwise participate in the Program. Each agency shall be solely responsible to withhold applicable payroll taxes from the wages of its staff (such as, but not limited to, state/federal withholdings, FICA, Medicare, Social Security), and shall be responsible for any payroll tax liabilities as the "employer" with respect to its faculty, staff, and/or personnel. Each agency shall also remain solely responsible for the hiring, evaluation, payment of all benefits, and insurance coverage and other responsibilities and liabilities for all personnel hired by their agency who are assigned to work or otherwise participate in the Adult Basic

Skills Grant Program initiative. Each agency shall indemnify and hold the other agency harmless against any and all claims brought against the agency by an individual or a federal/state agency seeking payment of federal or state income taxes, payroll tax, withholdings and the like, including interest, fines and/or penalties with regard to their respective staff members.

3. Recordkeeping and Reporting

It shall be the responsibility of each partner to collect, maintain, and contribute information and statistical data to be included in progress reports relative to the activities for which it has responsibility under this agreement, such information being required to meet the grantor's reporting requirements.

It shall also be the responsibility of each partner to maintain and submit expenditure reports and appropriate supporting documentation relative to the activities for which it has responsibility under this agreement, such information being required to meet the grantor's reporting requirements.

To this end, BCTS and BCC agree to comply with the following reporting guidelines:

- BCTS, as lead agency, will compile and submit reports (both qualitative and quantitative) for the partnership in accordance with NJDLWD requirements and meet grant deadlines. Copies of submitted reports will be distributed to the partner agencies.

- BCTS, as the lead agency, will provide all partners with information about changes in NJDLWD reporting requirements as they may occur and for setting local reporting deadlines and procedures.

- BCTS and BCC are each responsible for entering their individual student data into a data base in accordance with deadlines and procedures established by the lead agency and the NJDLWD.

BCTSand BCC are each responsible for providing data and narrative progress reports as follows. Each partner will:

- Enter data into the LACES system on a bi-weekly schedule, as specified in the NJDLWD issued document entitled "Program Requirements";

- Maintain and provide a log of professional development hours for their agency staff, as stated in the NJDLWD issued documents entitled "Program Requirements";

- Provide all fiscal reports and supporting documentation to the Lead Agency on a monthly basis no later than the 1st of the following month in which the report is due. All partners understand that fiscal reports shall include data and documentation pertaining to both agency expenditures and agency match.

- Submit final expenditure reports to the Lead Agency on or before July 22, 2021.

- Cooperate with any monitoring, evaluation and/or audit conducted by the NJDLWD or their designees and authorized agents.

- Maintain records and accounts in a manner that is compatible with Generally Accepted Accounting Principals (GAAP) and readily accessible for review in the auditing process.

- Provide a list of clients by program area (ABE, ESL and IELCE) and reason the individual can not be accommodated in the program on a quarterly basis as follows: October 1, 2020; January 4, 2021; April 1, 2021; and July 2, 2021.

- Submit interim narrative report data to the Lead Agency no later than December 31, 2020 and final program narrative report data to the Lead Agency on or before September 1, 2021.

5. Financial and Payment Terms

BCTS shall pay BCC on a monthly basis upon receipt of appropriate documentation and their respective invoices. Payment is contingent upon the timely submission of fiscal and program reports as detailed above and upon the achievement of partner-specific student enrollment goals as detailed below.

BCTS shall pay BCC a sum not to exceed Four Hundred and Thirty-Five Thousand Dollars ($435,000), broken down as follows: $330,000 to instruct 330 ABE/ESL students and $105,000 to instruct 105 IELCE students. Receipt of IELCE funds requires the delivery of at least one Integrated Education and Training (IET) program during the program year and the inclusion of the NJDLWD approved IET Waiver form in the students folder indicating the the student has been offered the opportunity to enroll in an IET but is not eligible or did not wish to enroll. Payment is contingent upon receipt of the grant award.

Each partner also understands that funds initially designated to it may be reallocated to another partner in the event that such partner fails to serve the number of clients targeted in each level of instruction identified in this MOA. Each partner agrees to document the expenditure of matching funds to a total of at least twenty-five percent (25%) as consistent with the NGO and detailed in the approved budget detail and summary forms.

Finally, all partners understand that ***All budget modification requests must be completed and approved by LWD no later than December 31, 2020 and upon approval all budget adjustments must be made and finalized no later than January 31, 2021.***

SECTION THREE
ADDITIONAL TERMS

Assignment. No party shall have the right to assign this Agreement.

Cancellation. This Agreement may be cancelled by any named party upon the cancelling party's provision of two (2) months written notice to the other parties of its intent to terminate the Agreement.

Indemnification. The parties shall mutually agree to indemnify, defend and save harmless each other, its officers, agents, servants and employees and each of them, from and against, any and all lawsuits, claims, demands, damages, liabilities, losses and expenses, including court costs and attorneys' fees to the extent caused by the Parties negligent acts, errors, intentional acts or omissions in the performance of their services and responsibilities under this Agreement.

Insurance. Each party shall provide insurance coverage as set forth immediately herein below. Each party shall furnish to the Board a Certificate of such insurance coverage containing a thirty (30) day advance cancellation clause; and which said coverage shall name each agency as an additional insured:

a. All agencies' personnel shall be fully and properly insured for Worker's Compensation coverage as required by the laws of the State of New Jersey.

b. Comprehensive General Liability Insurance coverage in the amount of $1,000,000.00 per occurrence/$ 2,000,000.00 aggregate for combined bodily injury and property damage, including personal liability covering the risk of false arrest, false imprisonment, and malicious prosecution, defamation of character, libel and slander.

c. Umbrella Liability Insurance coverage in the amount of $ 1,000,000.00 per occurrence/$ 1,000,000 aggregate for combined bodily injury and property damage, including personal liability covering the risk of false arrest, false imprisonment, and malicious prosecution, defamation of character, libel and slander.

d. Automobile Liability insurance with coverage limits of $1,000,000.00 combined single limit for losses resulting from operation of vehicle of owned or leased by the agency and used in providing services to be rendered under this Agreement.

Notices. All notices under this Agreement shall be in writing and delivered by mail or courier to the addresses set forth below:

Bergen County Technical Schools
Office of the Superintendent of Schools
540 Farview Avenue
Paramus, New Jersey 07652
For the Bergen Community College
Office of the President
400 Paramus Road
Paramus, NJ 07652

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 Agreement between the parties.

No Construction against Draftsperson. This Agreement shall be deemed to have been drafted jointly by counsel for their respective parties hereto, and there shall be no inference drawn against any party as a result of their participation in the drafting of this Agreement.

Governing Law. This Agreement shall be governed, construed and interpreted in accordance with the law of the State of New Jersey as its 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.

Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

Non-Waiver. It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the Parties, or of any right which is not explicitly waived in this Agreement. A party's waiver of a breach of any term of this Agreement shall not constitute a waiver of any subsequent breach of the same or another terms contained in this Agreement. A party's subsequent acceptance of performance by the other party shall not be construed as a waiver of a preceding breach of this Agreement other than failure to perform the particular duties so accepted.

Entire Agreement. This Agreement sets forth the entire understanding of the Parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same is in writing, duly authorized and signed by all the Parties hereto. Notwithstanding anything contained herein, and without prejudice to the right and ability of the parties to enter into any other shared services agreements with other public, non-profit or private entities or school districts, in the event any party enters into any such other shared services, or other agreement(s) during the term of this Agreement, the terms and conditions provided in this Agreement shall not be amended, altered or affected in any way except by mutual written agreement of the Parties.

Headings. The paragraph headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

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.

Authority to Bind. The Undersigned represent that they have the requisite authority to sign this Agreement on behalf of their respective parties.

Miscellaneous. The Parties represent, warrant and covenant to each other as follows:

a. Each is duly qualified and has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement and has secured any and all necessary approvals for same.

b. The execution, delivery and performance of this Agreement (1) has been approved by each Parties' Board, (2) does not require any consent, approval or referendum of voters, and (3) will not violate any judgment, order, law or regulation applicable to the party or any provisions of the Parties' resolutions.

c. The execution of this Agreement, and the performance of all obligations set forth herein, do not conflict with, and will not, nor with the passage of time or the giving of notice, constitute a breach of or event of default under any charter, ordinances or resolutions of the party or any

agreement, indenture, contract, instrument or applicable laws to which the party is a party or by which it is bound, to the best of the Parties' knowledge.

d. This Agreement has been duly executed and delivered and, as of the Contract Date, constitutes a legal, valid and binding obligation of the party, enforceable in accordance with its terms, except to the extent that the enforcement thereof is limited by any applicable insolvency, reorganization, moratorium or other Laws relating to or limiting creditor's rights generally and the application of general principles of equity.

e. To the best knowledge of the Parties (after reasonable inquiry), there is no action, suit or proceeding, at law or in equity, before or by any court or Governmental Authority, pending or threatened against it, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the party of its obligations hereunder, or which, in any way, would adversely affect the validity or enforceability of this Agreement.

f. The Parties will take all actions necessary to effectuate the terms of this Agreement, and they shall perform their obligations under the terms of this Agreement.

g. The Parties shall refrain from taking any actions that would adversely affect or be inconsistent with the rights and/or obligations of the other Party under the terms of this Agreement.

The parties executed this Agreement on this Fifteenth day of June 2020

By:

BERGEN COMMUNITY COLLEGE

WTA _____ 06/10/2020

Wilton Thomas-Hooke Managing Director, Finance Date

By:

BERGEN COUNTY TECHNICAL SCHOOLS DISTRICT

_____ _____

Dr. Howard Lerner, Superintendent of Schools Date

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

BOARD OF TRUSTEES ACTION E/SA 3
Approval Date: July 7, 2020

Resolution:
To authorize submission of a budget for year two of four for U.S. Department of Education Award P335A190359, Childcare Access Means Parents in School (CCAMPIS) Program in the amount of $208,343.27, and to authorize Interim President Anthony Ross, or his designee, to execute required documents.

Submitted By
Dr. Anthony Ross, Interim President
Dr. Brock Fisher, Vice President of Academic Affairs
Dr. Adam Goodell, Interim Dean of Business, Arts and Social Sciences
Ms. Sally Dionisio, Director of the Child Development Center
Dr. William Yakowicz, Director of Grants Administration

Action Requested
Authorize submission of year two budget for award P335A190359 in the amount of $208,343.27 for CCAMPIS Program grant from the U.S. Department of Education. CCAMPIS is a four-year project with each of the subsequent years separately funded at the same or slightly increased levels, contingent on the availability of federal funds and the successful attainment of goals and outcomes. Total funding over the four-year project is expected to be at least $823,000.00.

The purpose of Bergen's CCAMPIS grant is to expand accredited childcare services for student parents and to support the Child Development Center's (CDC) infrastructure development needs. The CDC team will create parent workshops for early childhood students, re-open a third classroom, and expand center hours for families on Saturdays and evenings. CDC will also seek technology improvements, including the use of I-pad applications and program support materials.

No college funds are required.

Charge to: CCAMPIS Grant

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BOARD OF TRUSTEES ACTION E/SA4
Approval Date: July 7, 2020

Resolution

To authorize submission of a proposal to Cotton Incorporated in the amount of $7,000 to support scholarship funding though the 2021 Cotton in the Curriculum grant program. This program was developed to further the understanding and knowledge about cotton among students preparing for careers in apparel, textiles, or the merchandising of textile products.

Submitted By

Dr. Anthony Ross, Interim President
Dr. Brock Fisher, Vice President of Academic Affairs
Dr. Adam Goodell, Interim Dean of Business, Arts and Social Sciences
Ms. Mary Bays, Assistant Professor, Fashion Apparel Design, Department of Visual Arts
Dr. William Yakowicz, Director of Grants Administration

Action Requested

Authorize submission of a grant application for $7,000 in funding to enable the Fashion Apparel Design (FAB) program to support two apparel design contests. FAB student projects will focus on Creative Cotton Upcycling, a theme supporting Cotton Incorporated's Cotton Sustainability program area. Contest winners will receive first place awards of $2,000 and second place awards of $1,000 in scholarships for each contest.

Contest 1 – Sewing 1 students will use existing cotton denim clothing and redesign a garment with the existing cloth and trim it with anything that is cotton such as threads, appliques, patches, etc.
Contest 2 – Students throughout the FAB department will design a look from old cotton garments that they have at home - they will have to resew and embellish the material with cotton trim of choice.

Each student will document the cotton upcycle process that they use to make a garment of professional quality using a video diary or a photo diary that they will post to the BCC website and FAB instagram page. The video diary will show the journey of how the garment was upcycled and demonstrate the students creativity, workmanship, commitment to sustainable methods of working and professionalism.

The grant is requesting funding for 1st and 2nd place scholarship awards, faculty supervision of the events, and promotional activities.

No college funds are required.

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BOARD OF TRUSTEES ACTION: E/SA5
Approval Date: July 7, 2020

Resolution
Deletion of College Policy: Examination Procedures.

Submitted By
Dr. Anthony Ross, Interim President
Dr. Drorit Beckman, Executive Assistant to the Executive Vice President
Dr. Brock Fisher, Vice President of Academic Affairs

Action Requested
To delete the College Policy: Examination Procedures.

Justification
This policy is being deleted as part of the college's on-going review of college policies.

Examination procedures for each course section are at the discretion of the teaching faculty.

See attached policy.

TO BE DELETED

BERGEN
Community College

Administrative guidelines, regulations, and procedures

No. D:DH Examination Procedures
Date 6/1/1979 Page 1 of 1

Alban Reid
President

Distribution: Members of Executive Council, Administrative Council, Directors Council, Department Heads, Coordinators

Subject: Final Examination Procedures

1. The determination as to whether or not there should be a final examination in any given course is subject to the respective department's policy. Where final examinations are given, copies of such final examinations shall be filed in the offices of the Department Head and the appropriate Dean at least a week in advance. Faculty members giving final examinations in the same course at different times and days shall prepare different final examinations for each of their classes.

2. Instructors shall file with the Department Head and the appropriate Dean at the beginning of the semester, course outlines which include information for students regarding the final exam and how students will be evaluated in their respective courses.

3. Classes shall meet according to their normal schedule during final examination week. Instructors who are giving a final examination shall use their last class meeting for that purpose. If the final examination is to take more than one class period, the two last class meetings shall be used for that purpose.

4. When a final examination is given that is comprehensive in nature, i.e., covering the whole term's work, an examination should be given either in an 85 minute period or in two 50 minute periods. When the "final" examination is not comprehensive, but covers the last unit in the semester, a 50 minute test is permissible.

5. If there are courses that in the opinion of the instructor and Department Head require a two-hour final examination without interruption, the Department Head shall inform, in advance, the appropriate Dean who shall proceed to schedule such an examination and make all other necessary arrangements.

6. Students scheduled for more than two final examinations in one day may file a conflict report with the appropriate Dean who shall proceed to reschedule those examinations in excess of two and inform the faculty affected by the changes.

7. If there are instructors interested in having a review class meeting after their final examination, they shall use the next to the last class meeting to give the final examination and the last class meeting for review. Notice in advance must be given to the Department Head and appropriate Dean for approval for the last class meeting to be held as a review after final examination.

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BOARD OF TRUSTEES ACTION: E/SA6
Approval Date: July 7, 2020

Resolution
Revision of College Policy: Child Development Center.

Submitted By
Dr. Anthony Ross, Interim President
Dr. Drorit Beckman, Executive Assistant to the Executive Vice President
Dr. Brock Fisher, Vice President of Academic Affairs
Ms. Sally Dionisio, Director of the Child Development Center

Action Requested
To revise the College Policy: Child Development Center.

Justification
This policy is being revised as part of the college's on-going review of college policies.

See attached policy.

TO BE DELETED

Bergen Community College
Board of Trustees

Section D: Educational Program Policies

DE: Child Development Center

1. The Board of Trustees authorizes the College to operate a Child Development Center serving children between the ages of 2 1/2 and 6.

2. The Child Development Center will be used as a laboratory for students enrolled in the Early Childhood and Education curricula.

3. The Child Development Center will provide a service for students, faculty and staff, enrolling approximately 60 children. Children of full-time students, faculty and staff will have first priority for enrollment, those of part-time students, faculty and staff will have second priority and children from the community will be enrolled on a first come-first serve, space available basis.

4. The fee schedule for the Child Development Center service shall be reviewed annually, with the objective of minimizing College subsidy of the Center.

Section: D: DE
Adopted: 5/12/82
Resolution: #21
Updated: 4/2/96
Amended: 6/9/82, 5/4/88

TO BE APPROVED

BERGEN COMMUNITY COLLEGE POLICY

Policy Name:	Child Development Center				
Section #:		**Section Title:**		**Former #:**	D: DE
Approval Authority:	Board of Trustees	**Adopted:**	5/12/82	**Reviewed:**	
Responsible Executive:	Vice President of Academic Affairs	**Revised:**	6/9/82; 5/4/88; 4/2/96		
Responsible Office:	Child Development Center	**Contact:**	sdionisio@bergen.edu		

1. **Policy Statement**

   This policy gives the College the authority to operate the Child Development Center as described below.

2. **Reason for Policy**

   To delineate the purpose of the Child Development Center, and outline the population served.

3. **Who Should Read this Policy**

   The Bergen Community College community.

4. **Resources** n/a

   Child Development Center website

   Contact:

   Director of the Child Development Center
   Phone: 201-447-7165
   Bergen Community College
   Child Development Center (Ender Hall)
   400 Paramus Road
   Paramus N.J. 07652

5. **Definitions** n/a

6. **The Policy**

   1. The Board of Trustees authorizes the College to operate a Child Development Center, serving children between the ages of 2 1/2 and 13 years old.

2. The Child Development Center's preschool will be used as a laboratory for students enrolled in the Early Childhood and Education curricula.

3. The Child Development Center will provide a service for students, faculty and staff, enrolling approximately 45 children. Children of students, faculty and staff will have first priority for enrollment. Children from the community will be enrolled on a first come-first serve, space available basis.

7. **The Procedure**

n/a

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BOARD OF TRUSTEES ACTION E/SA7
Approval Date: July 7, 2020

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
Dr. Anthony Ross, Interim President
Dr. Christine M. Gillespie, Executive Director of Continuing Education and Workforce Development
Ms. Cinzia D'Iorio, Dean of Continuing Education and Workforce Development

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

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

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

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

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

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

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

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

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

I. COURSES TO BE OFFERED UNDER THE EARLY CAREER PROGRAM

1. BCC agrees to provide year-long courses in Advanced Manufacturing, Healthcare and Early Childhood Education to any and all North Arlington students enrolled in the Early Career Program.

2. The courses will be taught by BCC instructors and shall be provided at BCC's Meadowlands campus or virtually as per guidance from the .

3. The Certified Logistics Associate / Certified Logistics Technician - Material Handling at the Front-line training program will be divided into the following three modules: (1) Certified Logistics Associate (2) Certified Logistics Technician and (3) Intro to Material Handling. Intro to Material Handling will include an internship during the spring semester.

4. The Childhood Development Associate - Early Childhood Education training program prepares students to sit for the nationally-recognized CDA exam. This program will also include an internship starting in late spring. Upon earning the CDA credential, students meeting admission requirements can be awarded 9 credits to the AAS, Early Childhood The Advanced Manufacturing Course will also include an internship starting annually in January.

5. The Medical Office Assistant - Health Professions includes in-classroom learning from September to May. Upon completion of the program, students receive job placement assistance in late spring or summer.

5. Students enrolled in the Early Career Program are required to complete all modules, together with the offsite internship, in order to complete the above courses.

6. Students will not receive high school credit from the North Arlington School District for the courses perviously described. 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 enroll in the Early Career Program by completing an Early Career Program Application and returning it to a North Arlington School Counselor. The Board retains the sole discretion to modify or revise any and all enrollment forms to be completed by North Arlington students. A sample Early Career Program Packet effective as of the date of this Agreement is attached as Exhibit A and incorporated into this Agreement.

2. All application materials must be submitted by a student and his or her parent(s) or guardian(s) by the required deadlines. All eligible juniors will be notified of the required deadlines annually by May 1.

3. The Early Career Program shall be available to all North Arlington High School seniors who have satisfied the Early Career Program Requirements, as set forth within Exhibit A to this Agreement. Namely, in order to be eligible to participate in the program for senior year, the following criteria must be attained before the end of 11th grade:

    a. Completion of all New Jersey High School Graduation Requirements, with the exception of English 4, PE/Health, and two electives.

    b. Clean Disciplinary Record aligned to the Student Code of Conduct, as determined by the High School Principal.

    c. Consistent adherence to the North Arlington Attendance Policy.

    d. Participation in, and receipt of valid scores on all State assessments.

    e. Graduation assessment proficiency, as demonstrated through (1) state-approved pathways, or (2) in process of completing the portfolio appeal pathway during senior year.

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

4. Additionally, in order to be eligible for participation, the student and his or her parent(s) or guardian(s) shall agree to the Early Career Code of Conduct Agreement. A sample copy of the Early Career Code of Conduct Agreement is set forth within Exhibit A to this Agreement. The Board retains the sole discretion to modify the Early Career Code of Conduct Agreement. In the event that the Board elects to change the Code of Conduct requirements, the Board agrees to notify BCC of the changes in writing within 30 days of the changes being made

5. Each year that this Agreement is in place, the Board shall inform all high school students and their parent(s)/guardian(s) of the Early Career Program by:

    a. Notification provided to all students and their parents via the District's website;
    b. Counselor visits to North Arlington High School freshman classes;
    c. Presentation to parents at the High School Back to School Night.

6. Each year that this Agreement is in place, the Board shall remind all High School juniors and their parent(s)/guardian(s) of the Early Career Program by:

    a. Notification provided to all students and their parents via the District's website;
    b. Counselor visits to North Arlington High School junior classes;
    c. Program descriptions sent home to parents;
    d. Presentation to parents at the High School Back to School Night

7. All students deemed eligible for participation in the Early Career Program shall be notified in writing by the North Arlington Supervisor of Guidance no later no later than June 30, and students will be required to confirm their intent to participate in the program in writing by August 1.

III. JOINT OBLIGATIONS OF THE PARTIES

1. The Parties shall abide and comply with all applicable State and federal law, as well as the policies and regulations of each respective institution, as they apply to the furnishing of data, reports, and other documents as may be required to effectuate the terms of this Agreement.

2. In any given year, the number of students in the Early Career Program shall not exceed 23 students per class, unless mutually agreed otherwise by the Parties in writing.

3. The Parties agree that for each year that this Agreement remains in effect, there must be a minimum of five students enrolled in the Early Career Program. Therefore, the Parties mutually agree and acknowledge that unless five students have applied for, been accepted, and confirmed an intent to participate in the program by September 10th of each school year, this Agreement will not go into effect for that particular school year. The

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

4. Thereafter, the Parties mutually agree and acknowledge that unless five students have applied for, been accepted, and confirmed an intent to participate in the program annually by September 1st the program shall not operate for the following school year, unless agreed otherwise by the Parties in writing.

5. It is understood and acknowledged by the Parties that the Advanced Manufacturing Course will provide students with credit towards career certificates in Advanced Manufacturing, and that following high school graduation this credit may be used towards attainment of the credits through one of the several pathways between BCC and the following colleges/universities: New Jersey Institute of Technology, Fairleigh Dickinson University, Ramapo College, and Montclair State University.

6. This Agreement shall not constitute a binding precedent by either BCC or the Board and shall not apply to any other current or future Dual Enrollment program between BCC and the Board.

IV. OBLIGATIONS OF BCC

1. BCC agrees to provide the facilities, faculty, and staff necessary to effectuate and fully implement the provisions of this Agreement.

2. As indicated above, each year that this Agreement remains in effect BCC shall offer an Advanced Manufacturing Course to all North Arlington students enrolled in the Early Career Program, which shall be inclusive of the four modules discussed above (Safety, Manufacturing Processes and Production, Quality Practices, and Measurement Awareness), together with an offsite internship. BCC expressly agrees that the Advanced Manufacturing Course will include at least 150 hours of direct instruction annually.

3. Each of the four modules within the Advanced Manufacturing Course has its own standardized examination developed by the Manufacturing Skills Standards Counsel. BCC agrees to yearly offer these standardized examinations to all North Arlington students enrolled in the Early Career Program. The testing will be administered at the lab at the BCC Meadowlands campus.

4. The number of students in the Early Career Program shall not exceed 23 students per class, unless mutually agreed otherwise by the Parties.

5. Beginning annually in January of each school year that the Early Career Program continues in effect, participating students will commence offsite internships to be

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

6. The MSSC credentials and credit recommendations for the Early Career Program are currently under review by BCC to determine the final credit award and the appropriate certificate for participating North Arlington students. BCC agrees to complete this review and so notify the Board in writing by September 1, 2020.

7. BCC agrees that criminal background checks shall be conducted in a manner consistent with N.J.S.A. 18A:6-7.1 et seq.

V. OBLIGATIONS OF THE BOARD

1. The Board agrees to pay to BCC the amount of $7,500 for each Advanced Manufacturing Course provided to North Arlington students enrolled in the Early Career Program and an additional amount of $750 for "hands-on" learning once per week from September through December, not to exceed 12 sessions. As the Parties have agreed and acknowledged that each class may have up to 23 students, it is understood that the Board's entire financial responsibility for the Advanced Manufacturing Course for the 2020-2021 school year and 2021-2022 school year will each be limited to $8,250, unless more than 23 students participate in the Early Career Program.

2. The Board agrees to purchase all books and supplies selected and approved by BCC to be used for the Advanced Manufacturing Course(s) in which North Arlington students are enrolled or shall be enrolled under the terms of this Agreement. It is understood by the Parties that the costs of textbooks will be approximately $280 per student, and that these costs will be in addition to the $8,250 course cost identified in Paragraph V.1 above.

3. As indicated above, BCC shall yearly offer and administer to all North Arlington students enrolled in the Early Career Program the standardized assessments necessary to complete each module of the Advanced Manufacturing Course. The Board expressly agrees that it shall be responsible for all fees associated with this registration and testing, which is understood to be approximately $130 per assessment, per student, and that these costs will be in addition to the $8,250 course cost identified in Paragraph V.1 above.

4. The Board shall be responsible for transporting all North Arlington students participating in the Early Career Program to and from the BCC Meadowland campus. The Board shall not, however, be responsible for arranging transportation for any student to or from his/her offsite internship. Such transportation shall remain the responsibility of each individual student.

VI. INDEMNIFICATION AND INSURANCE

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

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

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

VII. TERM, CONDITIONS UPON RENEWAL, AND TERMINATION

1. Term: This Agreement shall commence on September 1, 2020 and end on June 30, 2022, unless the Board notifies BCC by September 10th of each school year that fewer than five students have confirmed participation in the Early Career Program for that particular school year. This Agreement does not commence until a time after the expiration of the current Agreement ending on June 30, 2020.

2. Renewal: This Agreement may be extended for successive two year terms, upon agreement by the parties and execution of addenda for each successive term.

3. Breach: In the event of a breach of this Agreement by either BCC or the Board, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have seven days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to terminate this Agreement upon written notice to the breaching party as of the date specified in the written notice. In the event this Agreement is terminated, the Parties agree that it shall remain in effect until the completion of the semester commenced at the time of such termination, in order that North Arlington Students may complete the courses and obtain credits earned.

VIII. MISCELLANEOUS PROVISIONS

1. Merger: This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the Parties relating to the subject matter of this Agreement and constitutes the entire contract between the Parties.

2. Modification: This Agreement may only be modified by an instrument in writing signed by both Parties to this Agreement.

3. Waiver: No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement. Neither party may waive any of its rights or any obligations of the other party or any provision of this Agreement except by an instrument in writing signed by that party.

4. Severability: If any term or provision of this Agreement or the application hereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5. Notice: All notices pertaining to this Agreement shall be in writing, and delivered in person or sent certified mail to the Parties at the following address:

For the Board:

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

For Bergen Community College:

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

6. Governing Law: This Agreement shall be governed, construed and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and performed in New Jersey. The Superior Court of the State of New Jersey, in the County of Bergen, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to the Agreement or to any matter arising therefrom. Each of the Parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court. **The Parties hereby knowingly irrevocably waive their right to trial by jury in any action arising out of or relating to this Agreement.** This waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial by jury. This waiver is knowingly, intentionally and voluntarily made by the Parties.

7. Assignment: Neither party may transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other, and any such transfer or assignment or attempt thereat shall be null and void.

8. Mutually Drafted: This Agreement shall be deemed to have been negotiated and prepared at the joint request, direction and construction of the Parties, at arm's length, and shall be interpreted in accordance with its terms without favor to either party. Therefore, this Agreement shall not be construed against the party or its representatives, who drafted this Agreement, or any portion thereof, merely by application of any rule construing any provisions against the drafter thereof. For purposes of interpretation, the Parties shall be deemed to have drafted this Agreement mutually and together.

9. Section Headings: Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.

10. Counterparts: This Agreement may be executed in any number of counterparts, which, taken together, shall constitute but one instrument. It is not necessary that all Parties sign all or any one of the counterparts, but each party must sign at least one counterpart for the Agreement to be effective.

11. Entire Understanding: This Agreement contains the entire understanding and agreement of the Parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein. No additions, changes, modifications, renewals, extensions or other representations or promises shall be binding upon the Parties unless reduced in writing and signed by both Parties.

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

WITNESS:

Samantha Dembowski

SAMANTHA DEMBOWSKI
School Business Administrator/ Board Secretary

DATED: 4/28/2020

NORTH ARLINGTON BOARD
OF EDUCATION

BY: Michele Higgins

MICHELE HIGGINS
Board President

DATED: 4/28/2020

WITNESS:

_____

DATED:

BERGEN COUNTY
COMMUNITY COLLEGE

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

DATED:

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

BOARD OF TRUSTEES ACTION E/SA8
Approval Date: July 7, 2020

Resolution:
Approve the revised plan for a Dual Enrollment Program for North Arlington High School to be offered at Bergen Community College at the Meadowlands.

Submitted By:
Dr. Anthony Ross, Interim President
Dr. Brock L. Fisher, Vice President of Academic Affairs
Ms. Jennifer Migliorino-Reyes, Interim Associate Dean, College/High School Partnerships

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

Justification
The establishment of the Dual Enrollment Program for North Arlington High School located at Bergen Community College at the Meadowlands in 2017 represented a new chapter in the partnership between the two institutions and a unique opportunity for the College to carry out its mission.

This revised partnership represents a variation of the model of the Applied Technology High School that was successfully launched at Bergen in the fall 2015 as a means to provide an educational program that offers high-school level students a combination of academic high school curriculum and college classes offered on a college campus. This partnership provides a similar blend of high school and college curricula that allows high school students to take college classes on a college campus and graduate from high school with a significant number of earned college credits or an associate's degree. Because of this initial partnership, Bergen has been able to develop Early College programs with other high schools in the region.

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

THIS AGREEMENT made this 27 day of April, 2020, by and between the North Arlington Board of Education ("Board") and Bergen Community College ("BCC") (hereinafter collectively referred to as the "Parties"), for the purpose of establishing a Dual Enrollment Program.

WHEREAS, the Parties desire to create a Dual Enrollment Program for the benefit of the students enrolled therein; and

WHEREAS, the Parties have developed a curriculum designed to provide students enrolled in the program with either an Associate of Arts degree in Liberal Arts or an Associate of Science degree in Business Administration from BCC upon graduation from the North Arlington High School; 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 those efforts conclude with each student receiving an Associate of Arts degree in Liberal Arts or an Associate of Science degree in Business Administration; and

WHEREAS, the Parties are in agreement that the Dual Enrollment 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 DUAL ENROLLMENT PROGRAM

1. BCC agrees to provide the following courses, at its campus and taught by BCC Adjunct Professors, to any and all North Arlington Students enrolled in the Dual Enrollment Program:

ACC110	Introduction to Accounting
ACC210	Managerial Accounting
ANT101	Cultural Anthropology
ART101	Introduction to Art and Visual Culture
BIO101	General Biology I
BIO108	Introduction to Environmental Biology
BUS101	Introduction to Business
BUS129	Event Planning and Management I
BUS201	Marketing Principles
BUS207	Principles of Business Management
CHM100	Introduction to Chemistry
COM102	Public Speaking
ECO101	Principles of Macroeconomics

ECO102	Principles of Microeconomics
GEO101	World Geography
HIS101	Western Civilization to the Reformation
HIS102	Western Civilization since the Reformation
INF101	Introduction to Information Technology
INF102	Introduction to Computing
LAN170	American Sign Language I
MAT130	Contemporary Math
MAT150	Statistics I
MUS101	Introduction to Music
PHR101	Introduction to Philosophy
PHR121	Religions of the World
PSY101	Introduction to Philosophy
SOC101	Sociology

2. A full course list along with the course description for each individual course offered shall be attached and incorporated into this Agreement as Exhibit A.

3. The course list may be modified only by mutual written consent of the Parties.

II. STUDENT ELIGIBILITY REQUIREMENTS AND ENROLLMENT PROCESS

1. Each year this Agreement is in place, the Board shall inform all its students and their parent(s)/guardian(s) of the Dual Enrollment Program by

    a. Notification sent to eligible students and their parents;
    b. North Arlington High School counselor visits to middle school to inform students;
    c. Program descriptions sent home to parents;
    d. Presentation to parents at Back to School Nights (Middle and High School).

2. In order be considered eligible for participation in the Dual Enrollment Program, the student and his or her parent(s) or guardian(s) shall agree to the Early College Program Code of Conduct Agreement. In addition, the program requirements set forth in Exhibit C shall be imposed upon all students at each respective grade level. In order to be eligible to participate in the Dual Enrollment Program each applying student is required to satisfy the requirements therein

3. The Board retains the sole discretion to modify or revise any and all enrollment requirements as needed. In the event that the Board elects to change its enrollment requirements, the Board agrees to notify BCC of the changes in writing within 30 days of the changes being made. Initial enrollment requirements effective as of the date of this Agreement, as well as a sample Early College Program Code of Conduct Agreement, are attached and incorporated into this Agreement as Exhibit B.
4. The Parties agree that all students otherwise eligible to be enrolled in the Dual Enrollment Program shall not be denied participation in the program because of inability to pay.

5. A student and his or her parent(s) or guardian(s) shall indicate their intention to participate in the Dual Enrollment Program by completing an Early College 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 College Program Packet effective as of the date of this Agreement is attached and incorporated into this Agreement as Exhibit C.

6. All application materials must be submitted by a student and his or her parent(s) or guardian(s) by the required deadlines. All students that are found to be eligible for participation in the Dual Enrollment Program shall be notified in writing by the North Arlington Superintendent of Schools no later than June 1.

III. 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. BCC agrees to provide the facilities, faculty, and staff necessary to effectuate and fully implement the provisions of this Agreement.

3. The Board will pay to BCC a $5,000 yearly processing fee, which will be paid in two equal installments of $2,500 no later than October 1, 2020, March 1, 2021, October 1, 2021, and March 1, 2022 respectively. The Board will also pay to BCC one half of the in-county tuition rate per course for each student who satisfies the Early College Program Requirements identified in Exhibit C and participates in the Dual Enrollment Program. The current in-county tuition is $146.50 per credit and the course fee is $85.00. Therefore, for the 2020-2021 school year and the 2021-2022 school year, the Board shall pay $73.25 per approved student per credit plus $42.50 per contact hour for laboratory courses where the number of contact hours exceeds the number of credits (course fee). All other fees related to the provision of educational services by BCC to North Arlington students enrolled in the program for the 2020-2021 school year and 2021-2022 school year shall be waived by BCC.

4. BCC agrees that criminal background checks shall be conducted in a manner consistent with N.J.S.A. 18A:6-7.1 et seq.

5. The Board agrees to purchase all books and supplies selected and approved by BCC to be used for the courses in which North Arlington students are enrolled or shall be enrolled under the terms of this Agreement.

6. The residency requirement for graduating with an Associate of Arts degree in Liberal Arts or an Associate of Science degree in Business Administration for students enrolled in the Dual Enrollment Program 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.

7. BCC agrees to grant North Arlington students enrolled in the Dual Enrollment Agreement applicable credit for all courses successfully completed.

8. BCC agrees to grant each North Arlington Student enrolled in the Dual Enrollment Program an Associate of Arts degree in Liberal Arts or an Associate of Science degree in Business Administration when all course requirements for that degree have been successfully completed within any and all applicable time, financial, residency, admission, and enrollment constraints.

9. 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. INDEMNIFICATION AND INSURANCE

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

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

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

V. TERM, CONDITIONS UPON RENEWAL, AND TERMINATION

1. Term: The term of this Agreement shall commence July 1, 2020, and terminate on June 30, 2022. This Agreement does not commence until a time after the expiration of the current Agreement ending on June 30, 2020.

2. Renewal: This Agreement may be extended for successive two year terms (collectively with the initial term, the "Term"), upon agreement by the parties and execution of addenda for each successive term. The BCC President or his/her designee shall meet with the Superintendent or his/her designee, on or before March 16, 2022, to review the terms of their Agreement and any extension thereof so that the addenda may be finalized, executed and approved by the parties on or before April 30th of each successive term of this Agreement, unless either party sends written notice of termination to the other party at least sixty (60) days prior to the expiration of the Term then in effect.

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 (7) 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.

VI. MISCELLANEOUS PROVISIONS

1. Merger: This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the Parties relating to the subject matter of this Agreement and constitutes the entire contract between the Parties.

2. Modification: This Agreement may only be modified by an instrument in writing signed by both Parties to this Agreement.

3. Waiver: No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement. Neither party may waive any of its rights or any obligations of the other party or any provision of this Agreement except by an instrument in writing signed by that party.

4. Severability: If any term or provision of this Agreement or the application hereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5. Notice: All notices pertaining to this Agreement shall be in writing, and delivered in person or sent certified mail to the Parties at the following address:

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

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

6. Governing Law: This Agreement shall be governed, construed and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and performed in New Jersey. The Superior Court of the State of New Jersey, in the County of Bergen, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to the Agreement or to any matter arising there from. Each of the Parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court. **The Parties hereby knowingly irrevocably waive their right to trial by jury in any action arising out of or relating to this Agreement.** This waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial by jury. This waiver is knowingly, intentionally and voluntarily made by the Parties.

7. Assignment: Neither party may transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other, and any such transfer or assignment or attempt thereat shall be null and void.

8. Mutually Drafted: This Agreement shall be deemed to have been negotiated and prepared at the joint request, direction and construction of the Parties, at arm's length, and shall be interpreted in accordance with its terms without favor to either party. Therefore, this Agreement shall not be construed against the party or its representatives,

who drafted this Agreement, or any portion thereof, merely by application of any rule construing any provisions against the drafter thereof. For purposes of interpretation, the Parties shall be deemed to have drafted this Agreement mutually and together.

9. Section Headings: Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.

10. Counterparts: This Agreement may be executed in any number of counterparts, which, taken together, shall constitute but one instrument. It is not necessary that all Parties sign all or any one of the counterparts, but each party must sign at least one counterpart for the Agreement to be effective.

11. Entire Understanding: This Agreement contains the entire understanding and agreement of the Parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein. No additions, changes, modifications, renewals, extensions or other representations or promises shall be binding upon the Parties unless reduced in writing and signed by both Parties.

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

WITNESS:

Samantha Dembowski

SAMANTHA DEMBOWSKI
School Business Administrator/
Board Secretary

DATED: 4/28/2020

NORTH ARLINGTON BOARD
OF EDUCATION

BY: Michele Higgins

MICHELE HIGGINS
Board President

DATED: 4/28/2020

WITNESS:

_____

DATED:

BERGEN COUNTY
COMMUNITY COLLEGE

BY: _____

DR. BROCK FISHER
Vice President, Academic Affairs

DATED:

Exhibit A

ACC110 – Introduction to Accounting
This course explores the need and use of accounting information in the business world, as well as provides an overview of accounting careers. The course is designed to give students a user's perspective of accounting and also to provide them with the necessary communication and analytical skills needed to succeed in future accounting courses. Lecture [2.00], Laboratory [2. 00].
Credits 3

ACC210 – Managerial Accounting
This course explores accounting information as a tool used in decision making by management. Emphasis will be placed on cost behaviors as they relate to the planning, control and evaluation of a business entity. Lecture [2.00], Laboratory [2.00].
Credits 3

ANT101 – Cultural Anthropology
This course is a comparative study of human cultures. Attention is given to the various ways in which people cope with their natural settings and their social environments and to the ways in which customs are learned and handed down from one generation to the next. Topics of discussion include the family, social change, religion and magic, economic and political systems, the arts, and urban anthropology. >General Education Course. >Diversity Course. Lecture [3.00].
Credits 3

ART101 – Introduction to Art and Visual Culture
This course trains students in the analysis of images and aesthetic objects and considers issues regarding art production, viewer response, and art in society. A spectrum of fine art, decorative arts, and commercial design from diverse cultures is presented in a non-chronological format through illustrated lectures, discussions, and independent visits to exhibitions. Techniques of visual and thematic analysis are applied to exemplary works from world cultural history and contemporary life. >General Education Course. Lecture [3.00].
Credits 3
*This course serves as dual enrollment to meet North Arlington High School's Fine and Performing Arts graduation requirement in addition to Associate degree requirements.

BIO101 – General Biology I*
This is the first course in a two-semester sequence in general biology. It is designed to explain the fundamental principles of biology and to promote an awareness of their significance to society. Lecture topics include: Introduction to biology, review of basic chemistry, cell biology, genetics, and a survey of Kingdoms Monera, Protista, and Fungi. Laboratory exercises develop proficiency in the use of laboratory equipment and guide students in investigations of cell biology, genetics, and microbiology. >General Education Course. Lecture [3.00], Laboratory [3.00].
Credits 4
*This course serves as dual enrollment to meet North Arlington High School's Science graduation requirement in addition to Associate degree requirements.

BIO108 – Introduction to Environmental Biology*
This deals with humans and their interactions with the environment. Topics covered include fundamental aquatic and terrestrial ecology, air and water pollution, world population problems, loss of biodiversity, pesticides, solid waste problems and an extensive review of energy problems and their solutions. Laboratories include measurements of various environmental pollutants, analysis of environmental parameters and descriptive and practical reinforcement of lecture material. >General Education Course. Lecture [3.00], Laboratory [3.00].
Credits 4
*This course may replace CHM100 as a better fit for NAHS students earning an Associate degree. See asterisk for CHM100.

BUS101 – Introduction to Business
This course is a study of the activities that make up the field of business. Some of the topics covered are the ownership, organization, and management of business; finance; marketing; unions; and government regulations. Lecture [3.00].
Credits 3

BUS129 – Event Planning and Management I
This introductory event planning course will provide the information and tools needed to meet the operational requirements and to exceed the needs and expectations of meeting and event participants in an ever-changing profession and conceptual age, with content relevant to the required daily activities and decisions. Various types of events will be planned, implemented, and executed. Lecture [1.00]. Lab [4.00].
Credits 3

BUS201 – Marketing Principles
This course introduces the student to the principles, functions, and tools of modern marketing practices. The interrelationship among product, price, promotion, and distribution decisions on the success of an organization is emphasized. The impact of the economic, competitive, socio-cultural, technological, and legal-regulatory forces in the marketing environment are explored. The similarities and differences in the marketing of goods, services, and ideas are considered. Lecture [3.00].
Credits 3

BUS207 – Principles of Business Management
This course introduces the student to the management process through which an organization utilizes human, financial, physical, information and entrepreneurial resources effectively and efficiently to accomplish the organization's objectives. The managerial functions of planning, organizing, staffing, communicating, leading, and controlling are explored within the context of a rapidly changing and increasingly diverse global society. The ethical implications of management decisions are emphasized. Lecture [3.00].
Credits 3

CHM100 – Introduction to Chemistry*
This course is designed to give non-science majors awareness and an understanding of the fundamental concepts of modern chemistry. Topics covered include measurement, atomic

theory, chemical bonding, the periodic table, chemical reactions, and stoichiometry. The course includes a writing and communications requirement that relates the topics covered to a broad historical, social, and cultural context. >General Education Course. Lecture [3.00], Laboratory [3.00].
Credits 4
*Course may be removed and replaced with BIO108 as a better fit for their Associate degree, as NAHS students take Chemistry in their sophomore year and will have the ability to take AP Chemistry if this course is changed.

COM102 – Public Speaking
This is a course in effective speaking in academic, workplace, and public environments which stresses organization, effective delivery, and critical listening skills. A strong emphasis is placed on student performance to help the student gain speaking practice and develop self-confidence in a variety of speaking situations. >General Education Course. Lecture [3.00].
Credits 3

ECO101 – Principles of Macroeconomics
This course provides an analytical and institutional study of the American economy. This course explores issues such as inflation, recession, unemployment, financial markets, money and banking, and the role of government spending and taxation to achieve an optimal allocation of resources, price stability, full-employment level of national income, and long-term growth under the modern market economy. >General Education Course. Lecture [3.00].
Credits 3

ECO102 – Principles of Microeconomics*
This course is the study of the organization and operation of the American economy for the production and distribution of goods and services. This course explores pricing of products and resources in market situations varying from competition to monopoly, as well as behavior of the firm in determining quantity of output and hiring of factors of production. This course introduces dynamics of resource allocation, price determination and the importance of elasticity in different market structures. General Education Course. Lecture [3.00].
Credits 3
*This course serves as dual enrollment to meet North Arlington High School's Financial Literacy graduation requirement in addition to Associate degree requirements.

GEO101 – World Geography
This course is a detailed study of topography, land usage, and natural resources as they directly and indirectly affect human, economic, historical and political interaction. >General Education Course. >Diversity Course. Lecture [3.00].
Credits 3

HIS101 – Western Civilization to the Reformation
This course is a study of the Western world from ancient times to the Renaissance and Reformation. Major cultural, social, economic, political, and religious developments in the history of the West are surveyed. >General Education Course. Lecture [3.00].
Credits 3

HIS102 – Western Civilization since the Reformation
This course is a study of the Western world from the sixteenth century to the contemporary period. Major cultural, social, economic, political, and religious developments in modern Western history are surveyed. >General Education Course. Lecture [3.00].
Credits 3

INF101 – Introduction to Information Technology
This course examines computing tools, processes, and applications and their appropriate use in society. Topics include hardware, software, the Internet and web, communications and networking, and the effective use of related tools. Labs will provide hands-on activities relating to the course content. Students will work in an online learning system. >General Education Course. Lecture [2.00], Laboratory [2.00].
Credits 3

INF102 – Introduction to Computing
This course introduces computing hardware, software, applications, and their appropriate use. Topics include purchasing a computer, securing and maintaining a home computer, and setting up a wireless home router. Labs will provide hands-on activities relating to the course content and will include use of productivity software. Laboratory [2.00]. >General Education Course.
Credits 1

LAN170 – American Sign Language I
This course is an introduction to the expressive and receptive skills required for communication in American Sign Language [ASL]. Through active class use of basic vocabulary, grammar, and syntax, students will begin exploration of Deaf Culture and begin to learn the language of that culture. This course is recommended for students who have had less than one year of previous study of this language. Students with more than two years of prior study should consult with the Academic Department Chair of the World Languages and Cultures Department for course placement guidance. >General Education Course. Lecture [3.00], Laboratory [1.00].
Credits 3

MAT130 – Contemporary Math
This course is a study of some of the fundamental concepts in mathematics. Topics considered include set theory, symbolic logic, number systems, principles of counting, and probability. Applications of these topics in various fields of study are included in the course. >General Education Course. Lecture [3.00].
Credits 3

MAT150 – Statistics I
This course is an introduction to the solution of problems in the management, natural, behavioral, and social sciences. Topics covered include mathematical models, matrices, linear systems, and linear programming. >General Education Course. Lecture [3.00].
Credits 3

MUS101 – Introduction to Music
This course is an introduction to the study of music, including a variety of musical styles and genres, spanning from ancient times to the present. Through attentive listening and critical thinking, students will develop the ability to analyze and communicate effectively about the role of music in human societies. >General Education Course Lecture [3.00].
Credits 3

PHR101 – Introduction to Philosophy
This course is a study of the basic problems and methods of philosophical inquiry, concentrating on the work of such major thinkers as Plato, Aristotle, Augustine, Aquinas, Descartes, Hume, Kant, Hegel, Marx, Kierkegaard, and Sartre. Topics of discussion include the nature and limits of human knowledge, the existence of God, the differences between right and wrong conduct, the nature of the good life, and the meaning and value of human existence. >General Education Course. Lecture [3.00].
Credits 3

PHR121 – Religions of the World
This course is a comparative study of the history, basic beliefs, and characteristic practices of such major religious systems as Hinduism, Buddhism, Taoism, Confucianism, Judaism, Christianity, and Islam. Some attention is also given to the religions of ancient Middle Eastern and Mediterranean peoples, to ancient and modern tribal religions, and to contemporary sectarian and cultic movements. >General Education Course. >Diversity Course. Lecture [3.00].
Credits 3

PSY101 – Introduction to Philosophy
This course is a study of the basic problems and methods of philosophical inquiry, concentrating on the work of such major thinkers as Plato, Aristotle, Augustine, Aquinas, Descartes, Hume, Kant, Hegel, Marx, Kierkegaard, and Sartre. Topics of discussion include the nature and limits of human knowledge, the existence of God, the differences between right and wrong conduct, the nature of the good life, and the meaning and value of human existence. >General Education Course. Lecture [3.00].
Credits 3

SOC101 – Sociology
This course is an examination of the culture and structure of human societies. The course focuses on social groups and institutions, their norms and controls, and how and why they change. Topics of discussion covered include the family, education, deviance, race and ethnicity, gender roles, social change, and social inequalities. >General Education Course. Lecture [3.00].
Credits 3

Exhibit B

College Program Code of Conduct & Academic Agreement

Acceptance into the Early College Program is a privilege and an honor. Therefore, North Arlington High School has established a clear set of expectations to which you must adhere to as your matriculate through the program.

- Adhere to all rules and regulations as stated in the NAHS Student Handbook as well as the Bergen Community College Code of Conduct (http://bergen.edu/current-students/student-services-departments/student-conduct/student-code-of-conduct).
- Maintain an overall G.P.A. of B or better each semester without earning less than a C in any course at BCC (unweighted).
- A grade of *F* in any course (BCC & NAHS Courses) will result in removal from the program at the end of BCC's semester, in which the student failed. This applies to the Early College Academy and Early Credit Advantage.
- Four Advanced Placement courses, which account for dual enrollment credit within the Early College Academy program, are required, and will be provided by NAHS staff to ensure compliance with Associate Degree track. These courses include, but are not limited to, AP Language Arts and AP Literature and Composition, along with two additional AP courses.
  - Students enrolled in the Early College Academy are required to register and complete each AP exam. The Board of Education will reimburse students who achieve a 3 or higher.
  - Juniors who achieve a 3 or higher on both AP exams may continue in the Early College Academy.
  - Juniors who do not achieve a 3 or higher on both AP exams will be removed from the Early College Academy; however, may apply to the Early Credit Advantage as a senior.
  - Juniors who achieve a 3 or higher on one of the two attempted AP exams will be subject to a review of academic record. To remain in the Early College Academy, students must meet the following criteria:
    - Unweighted average of 90 or better in all 11th grade NAHS classes.
    - Unweighted average of A- or better in all BCC first-year classes.
    - Either complete the missed course in Summer Session II or III or provide NAHS guidance with confirmed schedule for enrollment in the fall semester by August 20th , where the student bears the cost. The course must be approved by NAHS and BCC for dual enrollment purposes in advance.
- If a student does not meet these criteria, he/she may apply to the Early Credit Advantage as a senior.
- Report inappropriate behavior immediately to your guidance counselor.
- Students cannot drop a course without prior approval from the Supervisor of Guidance.
- If you are absent from NAHS, you may go to class at BCC, but it will count as a full day absent at NAHS due to loss of instructional time.
- Students who miss class, are late excessively, or absent too often may be removed from the program, at the discretion of the Principal, in coordination with the Supervisor of Guidance.
- During BCC breaks, students will be required to remain at the high school until 12:49pm.
- During NAHS breaks, students should continue attending their BCC classes. Students are responsible for adhering to BCC attendance policies. Failure to do so could result in loss of college credit. During NAHS closures (i.e. Snow Day), students still must follow BCC's schedule. If BCC is open, transportation will be provided to students.
- Suspensions/Excessive Detentions may result in removal from the program.
- Any act of dishonesty may also result in removal from the program.
- Students must avoid detentions due to their schedule at BCC.
- Students enrolled in the Early College Academy will not be permitted to transfer to the Early Credit Advantage component mid-semester.
- Failure to meet expectations in the program may result in removal or reduction in courses.
- BCC Courses may conflict with school-based assemblies and activities (i.e. Pep Rallies).
- It is your responsibility to communicate and advocate for yourself with BCC professors.
- The last day to drop either program is the Friday either before or on October 15th of each school year.

I HAVE READ, UNDERSTAND, AND MUST ABIDE BY THE ABOVE RULES, REGULATIONS, AND RESPONSIBILITIES.

Student's Signature _____ Date _____ Parent's Signature _____ Date _____

Exhibit C

Early College Program Requirements

8th Graders

The following criteria must be attained before the end of 8th grade:

- Participate and receive a valid score on:
  - NJSLA-ELA 8
  - NJSLA-Math 8 or NJSLA-Math (Algebra I)
- Maintain Exemplary Disciplinary Record aligned to Student Code of Conduct
- Adhere to Attendance Policy

9th Graders

The following criteria must be attained before the end of 9th grade:

- Participate and receive a valid score on:
  - NJSLA-ELA 9
  - NJSLA-Math (Algebra I) or NJSLA-Math (Geometry)
- Maintain Exemplary Disciplinary Record aligned to Student Code of Conduct
- Adhere to Attendance Policy

10th and 11th Graders

The following criteria must be attained before the end of 10th grade:

- Participate and receive a valid score on:
  - NJSLA-ELA 10
  - NJSLA-Math (Geometry and/or Algebra II), if applicable
- Maintain G.P.A. of 90+
- Maintain Exemplary Disciplinary Record aligned to Student Code of Conduct
- Adhere to Attendance Policy
- Reach the age of 16 by September 1st of year enrolled

  AND
- SAT Math: 500+
- SAT Evidence-based Reading and Writing: 450+

  OR
- Next Generation Accuplacer Arithmetic: 264
- Next Generation Accuplacer Quantitative Reasoning, Algebra, and Statistics: 264
- Next Generation Accuplacer English Basic Skills (Essay): 6
- Next Generation Accuplacer English Basic Skills (Reading): 243
- **Students will only have two opportunities per year to take the Accuplacer to meet the criteria above.**

It is recommended that students take the Accuplacer before sitting for the SAT. During their sophomore year, students will have two chances to take the Accuplacer (TBD by Guidance). Students wishing to pursue the Early Credit Advantage component as seniors will have two opportunities to take the Accuplacer as juniors.

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

**Requirements are subject to change*
***2020 NJSLA Participation will not be taken into consideration due toCOVID-19*

Courses to be offered under the Dual Enrollment Program

ACC110 Introduction to Accounting
ACC210 Managerial Accounting
ANT101 Cultural Anthropology
ART101 Introduction to Art & Visual Culture
BIO101 General Biology I
BIO108 Introduction to Environmental Biology
BIO 103 The Human Body
BIO 104 Microbiology
BIO 109 Anatomy and Physiology 1
BIO 209 Anatomy and Physiology 2
CHM 100 Introduction to Chemistry
CHM 140 Gen Chem 1
CHM 141 Gen Chem Lab
CHM 240 General Chemistry 2
CHM 241 General Chemistry 2 Lab
BUS101 Introduction to Business
BUS129 Event Planning & Management I
BUS201 Marketing Principles
BUS207 Principles of Business Management
CHM100 Introduction to Chemistry
COM102 Public Speaking
ECO101 Principles of Macroeconomics
ECO102 Principles of Microeconomics
GEO101 World Geography
HIS101 Western Civilization to the Reformation
HIS102 Western Civilization since the Reformation
INF101 Introduction to Information Technology
INF102 Introduction to Computing
LAN170 American Sign Language I
MAT130 Contemporary Math
MAT150 Statistics I
MUS101 Introduction to Music
PHR101 Introduction to Philosophy
PHR121 Religions of the World
PSY101 Introduction to Psychology
SOC101 Sociology

LIT210 The Short Story Credits: 3

This course is a study of short fiction: the stylistic and technical qualities of the genre, its kinship with narrative forms that stretch to the earliest literatures of diverse cultures, and the range of themes expressed in short stories, by authors writing in English and a variety of other languages.

Prerequisite: WRT-101

CRJ108 Topics in CRJ Credits: 3

This course is an introductory study of major topics in policing, corrections, and the courts, including but not limited to such topics as judicial misconduct, law enforcement stress management, terrorism, criminalistics, prison gangs, sex offenders, domestic violence, and suicide by police.

MAT 160 Int. Algebra Credits: 4
This course is the study of polynomial and rational expressions, integral and fractional expressions, roots and radicals, linear and quadratic equations, functions, elementary curve sketching, and inequalities.

BIO 104 Microbiology Credits: 4
This is a laboratory science course that emphasizes the principles of biology as they apply to microorganisms. The morphology, anatomy, physiology, growth, metabolism, nutrition, control, and identification of the various microbes, genetics including recombination technology, industrial and clinical case studies in microbiology are discussed. Representative laboratory exercises include staining procedures, media preparation, pure culture techniques, culture identification, and serology.

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BOARD OF TRUSTEES ACTION P1
Approval Date: July 7, 2020

Resolution
Appointment: Academic Chairs and Program Coordinators/Faculty

Submitted By
Dr. Anthony Ross, Interim President
Dr. Brock Fisher, Vice President, Academic Affairs
Ms. Gwendolyn Harewood, Director of Human Resources and Employee Relations

Action Requested
To extend the current appointment of the individuals listed below to the position of Academic Chairs, and Program Coordinators/Directors at the pro-rated stipends and release time shown for the period July 1, 2020 – September 30, 2020.

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

PROGRAM COORDINATORS/DIRECTORS

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

PROGRAM LIAISON

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

Justification

To extend the existing appointments of the Academic Department Chairs, Program Coordinators/Directors and Program Liaison per the agreement with the BCCFA until the elections occur.

Charge To:
Account Number:

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BOARD OF TRUSTEES ACTION P2
Approval Date: July 7, 2020

Resolution
Reappointment: Project Personnel – Grants

Submitted By
Dr. Anthony Ross, Interim President
Dr. Brock Fisher, Vice President, Academic Affairs
Ms. Gwendolyn Harewood, Director of Human Resources and Employee Relations

Action Requested
That the grant personnel listed below be reappointed to the position indicated for the period commencing July 1, 2020 through June 30, 2021.

Name	Position
Elizabeth Gieske DeFeo	CLC Project Director/Adult Basic Education/ Continuing Education and Community Outreach

Justification
Reappointment of grant-funded positions are contingent upon continued grant funding/renewal and awaiting receipt of FY21 Grant Award Notification. This position is at-will.

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BOARD OF TRUSTEES ACTION P3
Approval Date: July 7, 2020

Resolution
Reappointment: Project Personnel – Grants

Submitted By
Dr. Anthony Ross, Interim President
Dr. Brock Fisher, Vice President, Academic Affairs
Ms. Gwendolyn Harewood, Director of Human Resources and Employee Relations

Action Requested
That the grant personnel listed below be reappointed to the positions indicated for the period commencing July 1, 2020 through September 30, 2020, pending receipt of FY21 Grant Award Notification.

Name	Position
Barbara Abolafia	Summer Explorations Coordinator (Title V)
Luis DeAbreu	STEMatics Grant Program Director (STEMatics)
Lauren Fowler	Professional Success Coach/Academic Counselor (Title V)
Laura Frazer	Sr. Grant Manager/Compliance Officer - Grants Administration (Title V, STEM, Perkins, TPSID, IDC)
Matthew Greene	STEM Academic Counselor (STEM)
Randi Greene	Financial Literacy Specialist/Buyer (STEMatics/Grants Administration)
Erica James	Professional Success Coach/Academic Counselor (Title V)
Laura Madera	Peer Mentor Coordinator/Coach (Title V)
Alan Manzueta	Professional Success Coach (Title V)
Iqra Shabbir	Supplemental Instruction (SI) STEM Coordinator (STEM HSI/Cerullo Learning Assistance Center)
Jacqueline Stoddardt	STEM Academic Counselor (STEM)
Majeda Sultana	STEMatics Academic Counselor (STEMatics)

Justification
Reappointments of grant-funded positions are contingent upon continued grant funding/renewal and awaiting receipt of FY21 Grant Award Notification. These positions are at will.

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BOARD OF TRUSTEES ACTION P4
Approval Date: July 7, 2020

Resolution
Approve Stipend

Submitted By
Dr. Anthony Ross, Interim President
Ms. Gwendolyn Harewood, Director of Human Resources and Employee Relations

Action Requested
To approve a monthly stipend in the amount of $500.00, effective April 1, 2020, to Laura Frazer, Sr. Manager of Grants/Compliance Officer, for assuming additional, day-to-day operational responsibilities for managing the Grants Administration Department until such time as the Director of Grants Administration returns from medical leave.

Justification
To provide a stipend for additional day-to-day operational responsiblities within Grants Administration to provide day to day leadership and supervision of operations and staff.

Charge to: College: Grants Administration
Account Number: 10-01-199500-601153

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BOARD OF TRUSTEES ACTION P5A
Approval Date: July 7, 2020

Resolution
Approve: Return from Leave of Absence/Professional Staff

Submitted By
Dr. Anthony Ross, Interim President
Mr. Ronald Spaide, Chief Information Officer
Ms. Gwendolyn Harewood, Director of Human Resources and Employee Relations

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

Name	Position/Division	Salary	Effective Date
Arooj Javed	Technical Support Specialist I/Documents and Records/Information Technology	$35,875.00 (pro-rated)	06/24/20 (retroactive)

Justification
Maternity Leave

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BOARD OF TRUSTEES ACTION P5B
Approval Date: July 7, 2020

Resolution
Approve: Return from Leave of Absence/Grant Staff

Submitted By
Dr. Anthony Ross, Interim President
Ms. Gwendolyn Harewood, Director of Human Resources and Employee Relations

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

Name	Position/Division	Salary	Effective Date
Majeda Sultana	STEMatics Academic Counselor/ Counseling Center/Student Affairs	$51,000.00	06/08/20 (retroactive)

Justification
Return from Family Leave

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BOARD OF TRUSTEES ACTION P5C
Approval Date: July 7, 2020

Resolution
Approve: Leave of Absence/Grant Staff

Submitted By
Dr. Anthony Ross, Interim President
Ms. Gwendolyn Harewood, Director of Human Resources and Employee Relations

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

Name	Position/Division	Effective Dates
Erin Meccia	Success Coach/Turning Point/Office of Specialized Services/Academic Affairs	06/15/20 (retroactive)

Justification
Family Leave

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BOARD OF TRUSTEES ACTION P6
Approval Date: July 7, 2020

Resolution
Retirement: Support Staff

Submitted By
Dr. Anthony Ross, Interim President
Dr. Brock Fisher, Vice President, Academic Affairs
Ms. Gwendolyn Harewood, Director of Human Resources and Employee Relations

Action Requested
To approve the retirement of the following individuals:

Name	Position/Department/Division	Effective Date
Linda Karalian	Executive Secretary/Business, Arts and Social Sciences/Academic Affairs	08/01/20
Barbara Bliss	Executive Secretary/Business, Arts and Social Sciences/Academic Affairs	10/01/20

Justification
Retirement

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BOARD OF TRUSTEES ACTION P7
Approval Date: July 7, 2020

Resolution
Termination: Grant

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

Action Requested
To approve the termination of the following individual:

Name	Position/Division	Effective Date
Sajeda Jones	Student Success Coach-Facilitator (Perkins)	06/30/20 (retroactive)

Justification
To terminate the individual in the grant-funded position due to the expiration of the grant.