



Brookdale Community College  
Board of Trustees Public Business Meeting  
Tuesday, July 24, 2018 5:30 PM (EDT)  
800 Monmouth Blvd, Wall, New Jersey 07719  
Brookdale at Wall, Rooms 110 and 112

- I. Call to Order, Reading of Statement and Roll Call - Chair Guzzo
- II. Pledge of Allegiance - Chair Guzzo
- III. Adoption of Agenda - Chair Guzzo
- IV. Resolution to Hold a Closed Meeting - Chair Guzzo
- V. Motion to Re-Open the Meeting to the Public - Chair Guzzo
- VI. Reports from the Board Committees and Liaisons - Chair Guzzo
  - A. Executive Committee - July 17, 2018 - Chair Guzzo
  - B. Finance & Facilities Committee - July 17, 2018 - Trustee Kaufmann
    - 1. Monthly Financial Reporting
  - C. Revenue Generating Committee - Vice-Chair Abby-White
  - D. Graduate Trustee Report - Trustee Catellona
  - E. Foundation - Dr. Stout
- VII. Approval of Public Business Meeting Minutes - June 26, 2018 - Chair Guzzo
  - A. Approval of Executive Session Minutes - June 26, 2018 - Chair Guzzo
- VIII. Approval of June 29, 2018 Special Public Business Meeting Minutes - Chair Guzzo
  - A. Approval of June 29, 2018 Executive Session Minutes - Chair Guzzo
- IX. Review of Consent Agenda - Chair Guzzo
  - \*Any item may be removed from the consent agenda for discussion by any voting member of the Board of Trustees*
  - A. Acceptance of Consent Agenda - Chair Guzzo
- X. Public Comment on Agenda Items - Chair Guzzo
- XI. Consent Agenda - Chair Guzzo - 5 minutes
  - A. Human Resources
  - B. Application of Grants
    - National Science Foundation - Community College Cyber Pilot Program;*
    - Office of the Secretary of Higher Education - Educational Opportunity Fund*

C. Acceptance of Grants

*Acceptance of Grants - NJ Department of Labor and Workforce Development - Integrated Adult Basic Skills, English Literacy and Civics Education*

D. Purchases in Excess of \$35,300 and New Jersey “Pay-to-Play” bids, and Pursuant to the New Jersey “Pay to Play” Process, in Excess of \$17,500

E. Open Invoice Payment Requests for Vendor, Student and Employee Payments

F. Monthly Financial Dashboards

XII. President's Report - Dr. David Stout

A. Moment of Silence - Professor Shahin Prizad - Dr. Stout

B. Volunteer Connection - Project Backpack - Dr. Stout

XIII. Presentation of Preliminary Plans of Proposed Renovations of Monmouth Museum - Chair Guzzo

XIV. Public Comment - Chair Guzzo

XV. Old/New Business - Chair Guzzo

XVI. Adjournment - Chair Guzzo

XVII. Appendix - Board Materials

## BROOKDALE COMMUNITY COLLEGE

### Board of Trustees Public Business Meeting Minutes

June 26, 2018

Brookdale Community College  
Brookdale Wall, Rm 110 & 112  
800 Monmouth Blvd  
Wall, NJ 07719

- A. Chair Guzzo called the meeting to order at 5:40 P.M. and the group made the Pledge of Allegiance.
- B. Ms. Gruskos read the following statement: "In compliance with the Open Public Meetings Act, N.J.S. 10:4-6 et seq., advance written notice of this meeting of the Board of Trustees was provided in the following manner:

On June 20, 2018 at 12 PM, advance written notice of this meeting was posted at Brookdale Community College on the first floor of the Brookdale Administrative Center; emailed to the Star Ledger and the Asbury Park Press and filed with the Clerk of the County of Monmouth.

Roll Call:

Present	Trustees	Administration:
	<b>Ms. Abby-White, Vice Chair</b> (arrive 5:55 PM and left at 7:55 PM )	Dr. Herbert Cohen, Interim VP Student Success
	<b>Ms. Suzanne Brennan, Trustee</b>	Mr. Joseph Pingitore, Interim Executive Director Finance
	<b>Mr. Hank Cram, Trustee (5:45 PM)</b>	Dr. Matthew Reed, VP Learning
	<b>Mr. Paul Crupi</b>	Ms. Patricia Sensi, AVP Human Resources & Organizational Safety
	<b>Ms. Madeline Ferraro, Trustee</b>	Dr. Anita Voogt, Exec. Dean, Regional Sites & Partnerships
	<b>Dr. Carl Guzzo, Chair</b>	Ms. Laurie Bender, Interim Executive Director College Relations
	<b>Mr. Bret Kaufmann, Trustee</b>	Dr. Nancy Kegelmann, AVP Planning & Institutional Effectiveness
	<b>Dr. David M. Stout, Secretary</b>	Senior Assistant to the President & the Board of Trustees (Recorder)
	<b>Ms. Marta Rambaud, Trustee</b>	
	<b>Dr. Les Richens, Trustee</b>	Mr. Charles Rooney, Engineer of Record
<b>Absent</b>	<b>Mr. Daniel F. Becht, Trustee</b>	

	<b>Ms. Latonya Brennan, Trustee</b>	
	<b>Mr. Austin Ridoux, Graduate Trustee</b>	
<b>College Counsel</b>	<b>Mr. Matthew Giacobbe, Esq., General and Labor Counsel</b>	<b>Mr. Mitchell Jacobs, Esq., General and Labor Counsel</b>

<b>Topic and Discussion</b>	<b>Votes Taken</b>	<b>Action and Follow-up Actions</b>
<b>Adoption of Agenda for Public Business Meeting – Chair Guzzo</b> made an announcement that the agenda has been revised. Additional HR recommendations will be discussed in executive session and the property and liability insurance proposal analysis will be moved to after the St. John Vianney recognition.	A motion to adopt the revised meeting agenda was made by Trustee Richens and seconded by Trustee Crupi.  Motion passed unanimously.	
<b>Resolution to Hold a Closed Meeting – Chair Guzzo</b>  <i>Mr. Giacobbe read the resolution to hold an executive session (Attachment A)</i>	A motion was made to approve the resolution to hold an executive session by Trustee Crupi and seconded by Trustee S. Brennan.  Motion passed unanimously.	
<b>Topic and Discussion</b>	<b>Votes Taken</b>	<b>Action and Follow Up Actions</b>
<b>Motion to Re-Open the Meeting to the Public</b>	A motion was made to re-open the meeting to the public by Trustee Richens and seconded by Trustee Ferraro.  Motion passed unanimously.	



## **VII. Recognition of First Graduating Class of St. John Vianney Early College Academy**

Dean Franklyn Rother and the Assistant Principal of St. John Vianney, Mrs. Jane Cable, introduced each of the 9 graduates of the Early College Academy. Each graduate provided information on their college major and future plans. (**Attachment B**)

Dr. Stout recognized the efforts of Dean Rother to help these students achieve their dreams.

There was a brief recess for a celebration.

## **VIII. Reports from the Board Committees and Liaisons – Chair Guzzo**

**A. Executive Committee** –Chair Guzzo reported on the executive committee held on June 19, 2018.

**B. Finance & Facilities Committee** –Trustee Kaufmann reported on the Finance & Facilities meeting held on June 18. He highlighted the following:

- a. FY18 surplus estimated to be between \$750,000 and 2.2 million dollars.
- b. The operating fund is doing \$1.2 million better when compared to the same time last year. Expenses are up \$255,000 and revenue is up \$1.5 million compared to the same reporting period last year.
- c. In the past, you’ve heard me explain the challenges stabilizing the Brookdale budget. I wouldn’t say we’re there yet, but in my third years doing this, I’m more optimistic about our financial future than ever before. This report reflects careful management of our resources and hard work by President Stout, ED Pingatore and HFA.
- d. The Central Utility Plant repairs are essentially complete, with only a few operational defects remaining. This summer we expect to re-pave lot 6 and portions of two other high priority road ways. The BAC roof replacement work is complete, except for certifying the lighting protection system.
- e. If approved tonight, T&M, will be designing the new upgrades to the antiquated chillers and controls for the Center for Visual Arts and Larrison Hall, with anticipated completion prior to next years cooling season. T&M will also provide construction administration services for this project
- f. T&M has completed planning and specifications for the fire alarm control panels at 8 locations at Lincroft and coordinated with local fire code officials, who have approved of our approach. This safety project is “ready for bid.”
- g. T&M has completed planning and specifications for the fire alarm control panels at 8 locations at Lincroft and coordinated with local fire code officials, who have approved of our approach. This safety project is “ready for bid.”
- h. The Freehold building has chronic leaking into the lower level, which is reported to have caused mold and water damage. Remediation will commence immediately after tonight’s BOT approval of the funds. We are expecting reimbursement from our insurers.
- i. New sewerage pumps are to be installed at MAS and ATC buildings commencing on or about August 24.
- j. Lastly, I believe the award of the design/construction administration contract to FHVD, the architectural firm that completed the extensive roof investigation report for the College back in 2013 is on tonight for NTE \$39.75k for long overdue roof repairs at five buildings on the Lincroft Campus.

**C.**

**D. BCC Foundation** – Dr. Stout highlighted the following:

- a. The Foundation board voted to cover the costs to replace 200 computers in the Bankier Library Common Learning Space.
- b. The Scholarship Ball raised \$180,000.
- c. The planning for the Golf Outing on September 27 at Eagle Oaks Country Club has begun.

**E. Revenue Generating** – Vice-Chair Abby-White reported that LifeSports is moving forward with a feasibility study. She described a potential program to allow our Culinary students to have jobs at the local golf clubs.

**F. NJCCC** – Trustee Crupi – no report.

Topic and Discussion	Votes Taken	Action and Follow Up Actions
<b>Approval of Public Business Meeting Minutes – May 15, 2018</b>  A. Approval of Executive Session Minutes – May 15, 2018 – Chair Guzzo	A motion to approve the May 15, 2018 minutes of the Public Business Meeting was made by Trustee Richens and seconded by Vice-Chair Abby-White.  Motion passed with one abstention from Trustee Crupi.  A motion to approve the May 15, 2018 executive session meeting minutes was made by Trustee Cram and seconded by Vice-Chair Abby-White.  Motion passed with one abstention from Trustee Crupi.	
<b>Approval of Special Public Business Meeting Minutes – May 17, 2018</b>	A motion to approve the May 17, 2018 minutes of the Special Public Business Meeting was made by Trustee Richens and seconded by Vice-Chair Abby-White.  Motion passed unanimously.	
<b>XI. Review of Consent Agenda – Chair Guzzo</b> <i>Chair Guzzo announced items 12 and 25 from Purchases was pulled for further review.</i> <b>A. Acceptance of Consent Agenda</b>	A motion to accept the consent agenda with revisions was made by Trustee Richens and seconded by Vice-Chair Abby-White.  Motion passed unanimously.	
<b>XII. Public Comment on Agenda Items</b>  No public comment was made.		

Topic and Discussion	Votes Taken	Action and Follow-up Actions
<b>XIII. Consent Agenda - Chair Guzzo</b>  <b>A. Approval of Human Resources</b>  <b>B. Executive Compensation</b>  <b>C. Acceptance of Gifts</b>  <b>D. Application for Grants</b>  <b>E. Acceptance of Grants</b>  <b>F. Purchases In Excess of \$35,000 and New Jersey "Pay to Play" Process, in Excess of \$17,500 -( Items 12 and 25 removed for further review.)</b>  <b>G. Open Invoice Payment Requests for Vendor, Students and Employee Payments</b>  <b>H. Monthly Financial Dashboards</b>	<p>A motion to approve the revised consent agenda was made by Trustee Richens and seconded by Vice-Chair Abby-White.</p> <p>Motion passed unanimously.</p> <p><b>YES:</b> Trustees Abby-White, S. Brennan, Cram, Crupi, Ferraro, Kaufmann, Rambdaud, Richens and Chair Guzzo.</p> <p><b>NAYS:</b> None</p> <p><b>ABSTENTIONS:</b> None</p>	
<p><b>President's Report</b> – Dr. David M. Stout shared sad news that Dr. Eugenia Parron, retired Professor of Psychology passed away on April 2. He asked for a moment of silence in honor of Dr. Eugenia Parron.</p> <p>Dr. Stout acknowledged all of the contributions of Dr. Carl Calendar to the college. He introduced Meg Natter, who will serve the college as the Interim Dean of Humanities.</p> <p>Dr. Stout acknowledged the hard work of Joe Pingitore and his staff. He congratulated Joe as he has accepted the position of Vice President of Finance at Monmouth University.</p> <p>He acknowledged Ed Johnson who has just accepted the position of Executive Director of Government and Community Relations.</p> <p>Dr. Stout and Chair Guzzo acknowledged the work of Robert Francis and wished him well in his next endeavors.</p> <p><b>A. Auxiliary Budget</b> – Dt. Stout described the new tracking of fee waivers in the Auxiliary budget.</p>		

B. **MSCHE Update** – Dr. Nancy Kegelman reported that on July 2 we should receive a final update on our MSCHE accreditation.

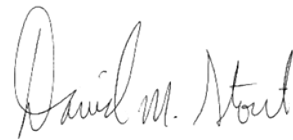
Topic and Discussion	Votes Taken	Action and Follow-up Actions
<b>Approval of Change Order Request</b>	<p>A motion was made to approve the change order request by Trustee Ferraro and seconded by Vice-Chair Abby-White.</p> <p><b>YES:</b> Trustees Abby-White, S. Brennan, Cram, Crupi, Ferraro, Kaufmann, Rambaud, Richens and Chair Guzzo.</p> <p><b>NAYS:</b> None</p> <p><b>ABSTENTIONS:</b> None</p>	
<b>Approval of Revised FY19 Operating and Capital Budget</b>	<p>A motion was made to approve the revised FY19 Operating and Capital Budget of Brookdale Community College by Trustee Kaufmann and seconded by Vice-Chair Abby-White.</p> <p><b>YES:</b> Trustees Abby-White, S. Brennan, Cram, Crupi, Ferraro, Kaufmann, Rambaud, Richens and Chair Guzzo.</p> <p><b>NAYS:</b> None</p> <p><b>ABSTENTIONS:</b> None</p>	
<b>Approval of FY19 Auxiliary Services Budget</b>	<p>A motion was made to approve the FY19 Auxiliary Services Budget by Vice-Chair Abby-White and seconded by Trustee Rambaud.</p> <p><b>YES:</b> Trustees Abby-White, S. Brennan, Cram, Crupi, Ferraro, Kaufmann, Rambaud, Richens and Chair Guzzo.</p> <p><b>NAYS:</b> None</p> <p><b>ABSTENTIONS:</b> None</p>	

Topic and Discussion	Votes Taken	Action and Follow-up Actions
<p><b>Approval of FY19 Associated Students of Brookdale Community College (ASBCC) Budget</b></p> <p>Dr. Stout described a new line item in the budget which will hold funds that were not spent in the previous year, and then the ASBCC will determine how those funds will be spent in the next fiscal year.</p>	<p>A motion was made to approve the FY19 Associated Students of Brookdale Community College (ASBCC) budget by Vice-Chair Abby-White and seconded by Trustee Crupi.</p> <p>Motion passed unanimously.</p> <p><b>YES:</b> Trustees Abby-White, S. Brennan, Cram, Crupi, Ferraro, Kaufmann, Rambaud, Richens and Chair Guzzo.</p> <p><b>NAYS:</b> None</p> <p><b>ABSTENTIONS:</b> None</p>	
<p><b>. Resolution for Purchasing Cooperative – Chair Guzzo</b></p>	<p>A motion was made to approve by resolution the participation of the college in a Purchasing Cooperative with Sourcewell by Trustee Ferraro and seconded by Vice-Chair Abby-White.</p> <p>Motion passed unanimously.</p> <p><b>YES:</b> Trustees Abby-White, S. Brennan, Cram, Crupi, Ferraro, Kaufmann, Rambaud, Richens and Chair Guzzo.</p> <p><b>NAYS:</b> None</p> <p><b>ABSTENTIONS:</b> None</p>	
<p><b>Approval of Additional HR Recommendations</b> (Attachment C)</p>	<p>A motion was made to approve the additional HR recommendations by Trustee Richens and seconded by Trustee S. Brennan.</p> <p><b>YES:</b> Trustees Abby-White, S. Brennan, Cram, Crupi, Ferraro, Kaufmann, Rambaud, Richens and Chair Guzzo.</p> <p><b>NAYS:</b> None</p> <p><b>ABSTENTIONS:</b> None</p>	

<b>Public Comment</b> <b>Mr. Tom Brennan</b> , Radio Station Manager, brought to the attention of the board their financial challenges. In addition, he highlighted their summer programming.		
<b>Old/New Business – Chair Guzzo</b>  The Policy & Education Committee meetings for September and November have been changed to September 20 and November 13 at 4:30 PM. The executive committee meetings for the months of September and November will follow the P & E meetings and begin at 6 PM. A new meeting calendar will be emailed and has been provided in print tonight.  Chair Guzzo announced a Special Meeting will be held on June 29 at 9 AM at the Wall Campus to approve purchases.		
<b>Reconvene Executive Session - Chair Guzzo requested to reconvene the executive session.</b>		
Topic and Discussion	Votes Taken	Action and Follow-up Actions
<b>Motion to Re-Open the Meeting to the Public</b>	A motion was made to re-open the meeting to the public by Trustee Richens and seconded by Vice-Chair Abby-White.  Motion passed unanimously.	
<b>Approval of President's Employment Contract (Attachment D)</b>	A motion was made to approve by resolution the approval and ratification of the employment agreement of Dr. Stout and to authorize the Chairman of the Board to execute the agreement on behalf of the Board by Trustee Ferraro and seconded by Trustee Richens.  Motion passed unanimously.  <b>YES:</b> Trustees Abby-White, S. Brennan, Cram, Crupi, Ferraro, Kaufmann, Rambaud, Richens and Chair Guzzo.  <b>NAYS:</b> None  <b>ABSTENTIONS:</b> None	

Topic and Discussion	Votes Taken	Action and Follow-up Actions
<b>XXIII. Adjournment – Chair Guzzo</b>  <i>The meeting was adjourned at 8:55 PM.</i>	A motion to adjourn the meeting was made by Trustee Richens and seconded by Vice-Chair Abby-White.  Motion passed unanimously.	

Respectfully submitted:



David M. Stout, Ph.D., Secretary

**BROOKDALE COMMUNITY COLLEGE BOARD OF TRUSTEES**

**RESOLUTION AUTHORIZING EXECUTIVE SESSION**

WHEREAS, while the Sen. Byron M. Baer Open Public Meetings Act (N.J.S.A. 10:4-6 et seq.) requires all meetings of the Brookdale Community College Board of Trustees to be held in public, N.J.S.A. 10:4-12(b) sets forth nine (9) types of matters that may lawfully be discussed in "Executive Session," i.e. without the public being permitted to attend, and

WHEREAS, the Brookdale Community College Board of Trustees has determined that **13** issues are permitted by N.J.S.A. 10:4-12(b) to be discussed without the public in attendance and shall be discussed during an Executive Session to be held on **June 26, 2018 at approximately 5:40 PM** the nine (9) exceptions to open public meetings set forth in N.J.S.A. 10:4-12(b) are listed below, and next to each exception is a box which will be marked when the issues to be privately discussed fall within that exception, and after each exception is a space where additional information that will disclose as much information about the discussion as possible without undermining the purpose of the exception shall be written.

☐ "(1) Any matter which, by express provision of Federal law, State statute or rule of court shall be rendered confidential or excluded from public discussion." The legal citation to the provision(s) at issue is: \_\_\_\_\_ and the nature of the matter, described as specifically as possible without undermining the need for confidentiality is \_\_\_\_\_

☐ "(2) Any matter in which the release of information would impair a right to receive funds from the federal government." The nature of the matter, described as specifically as possible without undermining the need for confidentiality is \_\_\_\_\_

☐ "(3) Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly." The nature of the matter, described as specifically as possible without undermining the need for confidentiality is \_\_\_\_\_

**RESOLUTION**  
**June 26, 2018**



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"(4) Any collective bargaining agreement, or the terms and conditions of which are proposed for inclusion in any collective bargaining agreement, including the negotiation of terms and conditions with employees or representatives of employees of the public body."

☐

"(5) Any matter involving the purchase lease or acquisition of real property with public funds, the setting of bank rates or investment of public funds where it could adversely affect the public interest if discussion of such matters were disclosed." The nature of the matter, described as specifically as possible without undermining the need for confidentiality is a

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"(6) Any tactics and techniques utilized in protecting the safety and property of the public body that their disclosure could impair such protection. Any investigations of violations or possible violations of the law." The nature of the matter, described as specifically as possible without undermining the need for confidentiality is: **Safety Issue at our Freehold Campus (Mold abatement)**

☒

"(7) Any pending or anticipated litigation or contract negotiation in which the public body is or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer." The parties to and docket numbers of each item of litigation and/or the parties to each contract discussed are and the nature of the discussion, described as specifically as possible without undermining the need for confidentiality is: **litigation: BCC vs Frank Lawrence; contract negotiations with Winning Strategies, 3H, Monmouth Ocean Foundation, Insurance Program and Hazlet Property Owner's Association**

☒

"(8) Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance, promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting." Subject to the balancing of the public's interest and the employee's privacy rights under South Jersey Publishing Co. v. New Jersey Expressway Authority, 124 N.J. 478 (1991), the employee(s) and nature of the discussion, described as specifically as possible without undermining the need for confidentiality is: **terms and conditions of president's contract; matters concerning 5 faculty members; executive compensation, and appointment of CFO.**

☐ "(9) Any deliberation of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party as a result of an act of omission for which the responding party bears responsibility." The nature of the matter, described as specifically as possible without undermining the need for confidentiality is a

**RESOLUTION**  
**June 26, 2018**

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WHEREAS, the length of the Executive Session is estimated to be 60 minutes after which the public meeting of the Brookdale Community College Board of Trustees shall (select one) ☐ reconvene and where formal action ☐ immediately adjourn or ☒ reconvene and proceed with business may be taken.

Alf all matters are not discussed within the first 60 minutes, the Board of Trustees will reopen the meeting to the public and proceed with business where formal action will take place. At the end of the public business meeting the executive session will be reopened to complete the discussion of the issues not discussed within the first 60 minutes. Once all items are discussed the Board of Trustees shall reconvene where formal action may take place.

NOW, THEREFORE, BE IT RESOLVED that the Brookdale Community College Board of Trustees will go into Executive Session for only the above stated reasons; and

BE IT FURTHER RESOLVED that the Brookdale Community College Board of Trustees hereby declares that its discussion of the aforementioned subject(s) will be made public at a time when the public's interest in disclosure is greater than any privacy or governmental interest being protected from disclosure.

BE IT FURTHER RESOLVED that the Board Secretary, at the present public meeting, shall read aloud enough of this resolution so that members of the public in attendance can understand, as precisely as possible, the nature of the matters that will privately discussed; and

BE IT FURTHER RESOLVED that the Board Secretary, on the next business day following this meeting, shall post this Resolution on the Board website and furnish a copy of this Resolution to any member of the public who requests one at the fees allowed by N.J.S.A. 47:1A-1 et seq.

**RESOLUTION**  
**June 26, 2018**

## ECA Class of 2018 College Acceptances

Gabriella Amaturio

Attending: Fordham

Majoring In: Finance

Credits: None transferring

Sara Beitler

Attending: Carnegie-Mellon

Majoring In: Biology & Psychology

Credits: At least 30

William DeMuria

Attending: Syracuse

Majoring In: Newspaper & Online Journalism

Credits: Taking almost all

Theodora Ekeocha

Attending: Rutgers

Majoring In: Biological Sciences (Pre-Med)

Credits: All

Kelly Garcia

Attending: Syracuse

Majoring In: Communication Science & Disorders (Speech Pathology)

Credits: Taking almost all

Christopher Hurni

Attending: Rutgers

Majoring In: Arts & Sciences for Computer Science

Credits: All

Dylan Raskin

Attending: University of Michigan

Majoring In: Business Administration

Credits: At least 30

Lauren Repmann

Attending: Rowan

Majoring In: Biomedical Engineering

Credits: All

Amanda Tadros

Attending: Rutgers

Majoring In: Biological Sciences (Pre-Med/Pharmacy)

Credits: All

## HUMAN RESOURCES ADDENDUM

### A. HIRES

#### EXECUTIVE

1. Name: Edmund Rutkowski  
Address: Collegeville, Pennsylvania  
Department: Finance & Operations  
Position: Vice President  
Salary: Contracted employee through The Registry - \$155,000 per year  
Effective: 7/16/18 for an anticipated 6 to 12 month assignment  
Education: M.B.A., 1967, Business Administration, Fairleigh Dickinson University  
B.S., 1963, Business Administration, Rider University  
Experience: 1994 - 2016, Vice President for Finance & Administration, Pratt Institute  
1992 - 1993, Vice President for Administration & Finance, Harcum College  
1990 – 1992, Dean for Administration & Finance, Hudson County Community College

## HUMAN RESOURCES ADDENDUM

### B. CHANGE OF STATUS

#### FACULTY

1.     Name:                 Howard Finkelstein  
       Department:        Sociology  
       Position:           Professor  
       Action:             No FY19 general wage increase  
       Salary:             \$128,344  
       Effective:          9/1/18 – 6/30/19

**HUMAN RESOURCES ADDENDUM****B. CHANGE OF STATUS****ADMINISTRATIVE**

1.     Name:                   Torina Armstrong  
        Department:         Student Success  
        Position:           Student Success Coach, EOF  
        Action:             Non-renewal rescinded, appointment from faculty to administrative position pending receipt of executed settlement agreement  
        New Salary:         \$72,086  
        Effective           7/1/18
  
2.     Name:                   Alice Dressner-Ehrlich  
        Department:         Vice President for Learning  
        Position:           Student Success Coach, Title III Grant  
        Action:             Non-renewal rescinded, appointment from faculty to administrative position pending receipt of executed settlement agreement  
        New Salary:         \$91,390  
        Effective:          7/1/18
  
3.     Name:                   Fidel Wilson  
        Department:         Student Success  
        Position:           Student Success Coach, EOF  
        Action:             Non-renewal rescinded, appointment from faculty to administrative position pending receipt of executed settlement agreement  
        New Salary:         \$77,421  
        Effective:          7/1/18

**C. SEPARATIONS****FACULTY**

1.     Name:                   Basem Hassan  
        Department:         Graphic Arts  
        Position:           Assistant Professor  
        Action:             Resignation  
        Effective:          6/26/18

**RESOLUTION OF THE BROOKDALE COMMUNITY COLLEGE BOARD OF TRUSTEES APPROVING AND  
RATIFYING EMPLOYMENT AGREEMENT FOR DR. DAVID STOUT**

**WHEREAS**, pursuant to N.J.S.A. 18A:64A-12(e), the board of trustees of a county college is empowered to appoint and fix compensation and term of office of a president of a college, who shall be the chief executive officer of the college and an ex officio member of the board of trustees; and

**WHEREAS**, the Brookdale Community College Board of Trustees ("the Board") appointed a committee (the "Committee"), consisting of a cross section of the entire Brookdale Community College (the "College") community, to undertake a nationwide search for qualified candidates for the office of President of the College; and

**WHEREAS**, the Committee conducted a thorough and diligent nationwide search for candidates for the position of President of the College; and

**WHEREAS**, the Committee received and reviewed numerous resumes and applications of potential candidates and the Board having interviewed several candidates for the position of President of the College; and

**WHEREAS**, as a result of the search process, the Board determined that Dr. David Stout, possessed the necessary skills and qualifications to serve as President of the College and to lead the College into the future; and

**WHEREAS**, the Board further determined that it would be desirable and in the best interests of the College to secure the services of the Dr. Stout to serve as President of the College and to extend an offer of employment to Dr. Stout; and

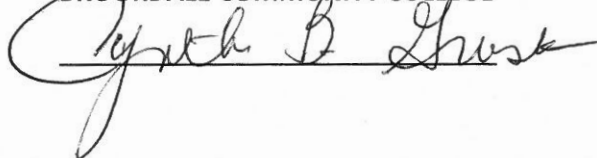
**WHEREAS**, Dr. David Stout was thereby appointed to the office of President of Brookdale Community College for a term of three (3) years; and

**WHEREAS**, by Resolution dated May 15, 2018, the Board appointed Dr. Stout to the office of President of Brookdale Community College and directed that negotiation of a mutually acceptable employment agreement take place;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Brookdale Community College, as follows:

1. The compensation and other terms of employment of Dr. Stout are set forth in the Employment Agreement attached to this Resolution and made part hereof as though more particularly set forth at length.
2. The Employment Agreement is hereby approved and ratified.
3. The Chairman of the Board is hereby authorized and directed to execute and deliver said Employment Agreement on behalf of the Board.

**BROOKDALE COMMUNITY COLLEGE**



Date adopted: June 26, 2018

## **PRESIDENT'S EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (the or this "Agreement"), effective as of the 15th day of May, 2018, by and between Dr. David Stout, a resident of Monmouth County, New Jersey (the "President" or "Dr. Stout"), and THE BOARD OF TRUSTEES OF BROOKDALE COMMUNITY COLLEGE (the "Board"), a body corporate organized and existing under the laws of the State of New Jersey, with its principal offices located at 765 Newman Springs Road, Lincroft, New Jersey 07738-1597;

### **WITNESSETH**

**WHEREAS**, pursuant to N.J.S.A. 18A:64A-12(e), the board of trustees of a county college is empowered to appoint and fix compensation and term of office of a president of a college, who shall be the chief executive officer of the college and an ex officio member of the board of trustees; and

**WHEREAS**, the Board appointed a committee ("Committee"), consisting of a cross section of the entire Brookdale Community College (the "College") community, to undertake a nationwide search for qualified candidates for the office of President of the College; and

**WHEREAS**, the Committee conducted a thorough and diligent search for candidates for the position of President of the College; and

**WHEREAS**, many candidates were interviewed by the Committee for the position of President of the College; and

**WHEREAS**, several candidates were recommended to and interviewed by the Board; and

**WHEREAS**, as a result of the search process the Board has determined that Dr. David Stout, possesses the necessary skills and qualifications to serve as President of the College and to lead the College into the future; and

**WHEREAS**, the Board has determined that it would be desirable and in the best interests of the College to secure the services of the Dr. Stout to serve as President of the College; and

**WHEREAS**, the Board desires to extend an offer of employment to Dr. Stout; and

**WHEREAS**, Dr. Stout wishes to serve in office as President of the College;

**NOW, THEREFORE**, in consideration of the premises, mutual covenants and obligations herein contained, the Board and the Dr. Stout hereby agree as follows:

1. **Term and Early Termination Without Cause.** The Board hereby employs the President under this Agreement. The President hereby accepts employment with the College under this Agreement and will serve at the pleasure of the Board, for a three (3) year and six (6) week term commencing on May 15, 2018 (the effective date of this Agreement) and expiring on June 30, 2021 (the "Term"). The full Board, acting as a body of the whole may terminate this Agreement without cause upon ninety (90) days written notice to the President during the first year of the Term and one hundred and 180 days written notice to the President during the second and third



years of the Term. In the event that this Agreement is terminated pursuant to this Paragraph, the Board shall pay to the President (a) his weekly salary through the end of the notice period and (b) subject to required documentation, any unpaid, reimbursable expenses incurred to the date of termination of this Agreement. If such early termination is exercised by the Board under the provisions of this Paragraph 1, the President shall be reinstated to a position equivalent to a Vice President level, if one is available for which he qualifies, at 80% of salary, or to a faculty position at the maximum salary of the Professor rank. It is understood that Dr. Stout retains his tenure rights pursuant to N.J.S.A. 18A:60-1 et seq. No such obligation shall exist to return President to his former position or its equivalent if the President is terminated for cause as more fully set forth in accordance with the provisions of Paragraph 13 hereinafter.

2. **Duties.** During the Term of this Agreement, the President shall serve as the President of the College. In such capacity, he shall have overall responsibility for all matters relating to the College's personnel and the day to day operations of the College. The President agrees to devote his full time, energy and ability to his professional responsibilities to the College, in accordance with the College's By-Laws, Rules, Regulations and Policies, New Jersey Statutes, New Jersey Code, the Guidelines governing the accreditation of the College and the direction and requirements of the Board of Trustees of the College as may be conveyed and set from time-to-time. The President shall accept and seek to attain the goals unilaterally set for him by the Board. The President shall not hold any position, paid or unpaid, adjunct or otherwise, without the prior written consent of the Board.

The President will provide the Board with appropriate and timely information in order that the Board may promulgate policy. The President, as Chief Executive Officer, is responsible for executing policies and implementing identified goals through the day-to-day management of the institution. The President is accountable to the Board acting as a body. Decisions of the Board acting as a body are binding upon the President except instances when the Board, acting as a body, delegates appropriate functions to the Board Chair or a committee of the Board. The Board shall allow the President to conduct the day to day operation of the College pursuant to the College's By-Laws and applicable New Jersey Statutes.

3. **Compensation.** For the services rendered to the College during the Term of this Agreement, the Board shall pay to the President a salary based on an annual amount of \$205,000 from May 15, 2018 through June 30, 2019. For the second and third years of the Term thereafter, the President shall receive an increase in salary in the same percentage as that provided to the Brookdale Community College administration.

The President shall be paid in accordance with the College's usual payroll timing and practices. The President shall not be entitled to overtime payment or compensatory time.

In addition to Dr. Stout's regular pension benefits afforded to him as a College employee, the College shall establish a 403b plan for his benefit. For each year of the Term of this Contract, the College shall pay into said 403b plan an amount equal to eight (8%) percent of the difference between the maximum amount allowed for pensionable salary pursuant to Chapter 31, P.L. 2010 and his base yearly salary. By way of example and not limitation, the limitation on pensionable salary is currently \$141,000.00. The additional 403b contribution for Year One of the Term (provided the limitation under the law remains unchanged) will be \$5,120.00 (\$205,000-\$141,000 x 8%). In no event will such contribution amount exceed the current IRS compensation limit. This amount will be paid on a regular schedule with other pension contributions.

4. **Professional Development and Expenses.** The Board shall reimburse the President for expenses incurred in carrying out his duties as President. Said reimbursement shall be subject to all College policies and regulations regarding the reimbursement of expenses. Said payment shall be initiated upon presentation to the Board Chair and Confidential Assistant to the Board of written vouchers with attachments, or receipts satisfactory to the Board Chair and the Confidential Assistant to the Board evidencing all such reimbursable expenses incurred by the President. Reimbursable expenses shall include those amounts incurred in the performance of President's duties for the College, the promotion of the College and other business related expenses, which shall include expenses incurred for the convenience or benefit of the College. Such expenses include those incurred by the President for travel, transportation, accommodations, meals and entertainment which serve as a bona fide purpose in furtherance of the business of the College. Such expenses shall also include those incurred for professional development as more particularly set forth below. The President shall provide a monthly report of President's expenses to the Board Chair and the Confidential Assistant to the Board detailing the date, location, business reason, type and amount of the each expense incurred. Reimbursement by the Board shall not be provided to the President until the Board approves such expenses at a public meeting. The President shall also strictly adhere to all College policies and regulations regarding the approval and payment of expenses including but not limited to College Regulation 4.3501R and will submit all required forms of the College for expense and travel reimbursement, including but not limited to, the Request for Travel Approval Form and Travel Expense Report Form.

Both the Board and the President acknowledge that the President's leadership and management acumen will be an essential component of the President's evaluation set forth hereinafter. To that end, the President is encouraged to attend and participate in educational conferences, mentorship programs, professional organizations, conferences, conventions, workshops, seminars, community networking opportunities and similar events to further the President's leadership, management and fundraising qualities. In addition to the above, the President, on an as needed basis and at least on a monthly basis, agrees to consult with Steven Rose, current President of Passaic Community College (or any other New Jersey Community/County College President if President Rose is not available), for no fewer than 3 hours per month, on professional development type issues. The President acknowledges that a line item(s) has been established in the College's Budget for the purposes set forth in this Paragraph and that an amount, in the sole discretion of the Board, for such purposes, will be included in future budgets for each year of the Term.

Any expense in excess of the line item budget amount must be pre-approved by the Board Chair.

5. **Assistance and Facilities.** The Board shall endeavor to furnish the President with the assistance and facilities necessary for the performance of the President's duties for the College under this Agreement. The Board Chair and the Board Vice Chair shall periodically meet with the President to address any of the President's and/or Board's issues or concerns with respect to same.

6. **Vacation, Sick and Personal Days.** During the Term of this Agreement, the President shall be entitled to the same amount of annual paid vacation, sick and personal days as provided to the Brookdale Community College administration. Said vacation or personal days shall be taken at such time or times as shall not unreasonably interfere with the operations of the College. The President and the Board hereby agree that the policy in affect for executive level employees and the law of the State of New Jersey at the time of termination will control as to whether the

President will be compensated for any accrued and unused vacation, sick or personal days that remain upon the termination of this Agreement.

7. **Disability.** If the President is unable, due to illness, injury or other disability, to perform his duties under this Agreement, this Agreement shall automatically terminate thirty (30) days from the date of such disability (in the absence of written terms and conditions as the parties shall agree). Disability shall be defined as: (1) absence from work or the inability to perform the functions of his position for thirty (30) consecutive days or (2) if in the College's good faith judgment during the Term of Employment, by reason of physical or mental disability, the President is incapable of performing the essential functions of the President's position, with or without reasonable accommodation for a period of any 90 calendar days during any 12-month period. The salary of the President during any period of disability shall be in accordance with the then-current policy of the College. In such event, there shall be no obligation of the Board to return the President to his former position or its equivalent

In the event that President is terminated due to disability, President's employment shall be subject to any tenure rights that he may have to his professorship position subject to and under the provisions of N.J.S.A. 18A:60-1 et seq.

8. **Payments on Death.** Upon the President's death while he is employed hereunder, this Agreement shall automatically terminate upon the date of death and the Board shall pay to, or cause to be paid to, the President's designated beneficiary or, if none, to his personal representatives: (a) his unpaid weekly compensation through the date of death; (b) subject to required documentation, any unpaid, reimbursable expenses incurred to the date of death and (c) any death benefit, if any, that he may be entitled to.

9. **Retirement Benefits.** The Board shall make its employer contribution to the account of the President with the President's current Alternate Benefit Plan (ABP) vendor in accordance with the ABP retirement program in accordance with Section 403(b) of the Internal Revenue Code of 1986, as amended, in the amount or percentage required by law or the policies of the College. The President shall make or may make his own contributions to his account as required or permitted by law or the policies of the College.

10. **President's Evaluation.** In or about September of each year of the Term a presidential review shall be conducted. The evaluation process and review shall consist of: (1) a self-assessment by the President; (2) the appointment of an ad hoc evaluation committee ("Evaluation Committee") by the Board Chairperson; (3) a written appraisal of the President's performance by the Evaluation Committee and the formulation of corrective measures to present to the Board of the whole; (4) a review and discussion between the Evaluation Committee and the Board of the whole and a consensus of the Board as to any corrective measures or corrective actions (5) a discussion of the self-assessment and appraisal between the Chair and Vice Chair of the Evaluation Committee and the President and (6) the communication to the President of corrective measures and updated goals as the Board deems necessary and appropriate.

At the Board spring retreat, the Board shall discuss and establish, in writing, the Presidents goals for the upcoming fiscal year. The evaluation of the goals set at the Board spring retreat shall be conducted in the month of September after the applicable fiscal year as ended. For example, the goals that are set in April of 2018 shall be evaluated in September 2019 (allows for a one year period of performance).

11. **Indemnity.** The Board agrees, to the fullest extent permitted under the laws of the State of New Jersey (the "State"), to defend and indemnify the President against and hold the President harmless from any and all claims, suits, loss, liability, damage and expense (including attorneys' fees) asserted against the President by anyone other than the Board for actions taken by the President while acting within the scope of his employment, in the exercise of good faith judgment, in furtherance of the performance of his duties hereunder.

12. **Medical and Other Benefits.** The President shall be entitled to the same medical or other benefits as are provided to the Brookdale Community College administration. The President shall not be entitled to overtime payment or compensatory time.

13. **Termination for Cause.** Notwithstanding the provisions of Paragraph 1 above, at any time, the Board shall have the right to immediately terminate the President's employment under this Agreement prior to the expiration of the Term for "cause". For the purposes hereof, "cause" shall mean that, as determined by the Board, the President has engaged in: (i) dishonesty, disloyalty, insubordination, unsatisfactory performance or attendance, or failure to follow the College's By-Laws, policies, rules, regulations, goals of the Board of Trustees, codes of conduct, guidelines or procedures, (ii) nonperformance or breach by the President of any of the provisions of this Agreement (including inaccuracy of representations), (iii) conviction of a crime under U.S. federal, state or local laws or any applicable foreign laws (including any pleas of *nolo contendere*), (iv) serious misconduct in connection with or affecting the operations of the College and/or College Community or any affiliate thereof, (v) serious neglect or gross negligence in performing the President's duties hereunder, (vi) a failure to perform the President's duties hereunder after delivery to the President by the Board or its legal counsel of written notice identifying the duties not being performed by the President and thirty (30) days from receipt of such notice to cure the deficiencies, (vii) illegal drug use, (ix) a request for reimbursement of expenses not actually incurred by President and/or not in accordance with the College's travel and entertainment policy, or assisting others in such efforts, (x) a failure to pass the College's customary background checks (employment and education verification, credit and criminal checks) to the Board's satisfaction, (xi) any violation of College Policy or Regulation, (xii) lack of candor to the Board, (xiii) willful disregard of the defined goals that may be determined by the Board from time to time or (xiv) the President's commission of any act involving the misuse or misappropriation of money or other property of the College; repeated use of drugs or intoxicants; or any act or relationship which disparages the integrity and reputation of or otherwise compromises the integrity or reputation of the College. In the event of termination for cause, the President shall be entitled to all salary due and owing up to the date of termination for cause together with all documented unpaid expenses. The Board shall not be obligated to return President to his former position or its equivalent.

In the event that the President is terminated for cause, the President's employment shall be subject to any tenure rights that he may have to his professorship position subject to and under the provisions of N.J.S.A. 18A:60-1 et seq.

14. **Injunctive Relief.** If the President commits a breach of this Agreement, the Board shall have the right and remedy to have such provisions specifically enforced by any court of competent jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the College and that money damages will not provide an adequate remedy to the Board. It is the intention of the President and the Board that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of New Jersey and policies of the College and its Board of Trustees. The right



and remedy set forth in this Section 14 shall be in addition to and not in lieu of any other rights and remedies available to the Board under law or in equity.

15. **Consent to Jurisdiction.** Each of the President and Board hereby consents to the jurisdiction of the Superior Court of the State of New Jersey, County of Monmouth, and the United States District Court for the District of New Jersey for all purposes in connection with this Agreement and further consent that any summons or other process in connection therewith may be served by certified or registered mail or by personal service in accordance with the provisions of this Agreement, within or without the State of New Jersey, provided a reasonable time for appearance, answer and/or motions is allowed.

16. **Assignment.** The parties acknowledge that the services to be rendered by the President are unique and personal. Accordingly, neither party may assign (other than in the case of naming a designee or beneficiary of life insurance or a beneficiary of other plans in which the President participates), any rights or delegate any duties or obligations under this Agreement.

17. **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, distributees and successors, and permitted assigns.

18. **Amendments.** No modification, amendment, addition to, or termination of this Agreement, nor waiver or any of its provisions, shall be valid or enforceable unless in writing and signed by the parties to this Agreement.

19. **Notices.** Any notice, request, instruction or other document to be given under this Agreement by any party hereto to any other party shall be in writing and delivered personally with signed receipt, dispatched by facsimile transmission, or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested:

As to the President, to:  
Dr. David Stout  
1712 Forest Street  
Wall, New Jersey 07719

As to the Board, to:

Brookdale Community College Board of Trustees  
Brookdale Community College  
BAC Building  
765 Newman Springs Road  
Lincroft, New Jersey 07738.1597

with a copy to:  
Cleary Giacobbe Alfieri & Jacobs, L.L.C.  
955 State Route 34, Suite 200  
Matawan, New Jersey 07747  
ATTENTION: Mitchell B. Jacobs, Esq.

or at such other address or facsimile number for a party or as shall be specified by like notice. Any notice that is delivered personally in the manner provided herein shall be deemed to have been duly given to the person or entity to which it is directed upon actual receipt by such party (or its

agent for notices hereunder). Any notice that is dispatched by facsimile transmission shall be deemed to have been duly given to the person or entity to which it is addressed upon transmission and confirmation of receipt by a facsimile operator. Any notice that is addressed as provided herein and mailed by registered or certified mail shall be conclusively presumed to have been duly given to the person or entity to which it is addressed at the close of business, local time of such party, on the fifth calendar day after the day it is so placed in the mail. Any notice that is addressed as provided herein and sent by a nationally recognized overnight courier service shall be conclusively presumed to have been duly given to the person or entity to which it is addressed at the close of business, local time of such person or entity, on the next business day following its deposit with such courier service for next day delivery. Notwithstanding the foregoing conclusive presumptions of receipt, any party sending a notice under this Agreement shall take steps which are reasonable in the particular circumstances to confirm, through telephone or written confirmation from the intended recipient party (or its attorney listed above), return receipt from certified mail or otherwise, that the recipient party has in fact received such notice.

20. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the subject matter contained herein and supersedes, nullifies, voids and renders of no further force and effect all prior agreements, whether oral or written, between the parties hereto with respect to the subject matter contained herein. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

21. **Waiver.** Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such term, covenant or condition nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

22. **Titles.** The titles of all Sections herein are for convenience only and shall not be considered in construing the provisions hereof

23. **Severability.** In the event any portion of this Agreement shall be deemed to be void or unenforceable, the balance of the Agreement shall remain in full force and effect as if the void or unenforceable portions were not included.

24. **Representations and Warranties of Executive.** The President hereby represents and warrants that (a) he has the right to enter into this Agreement with the Board and to grant the rights contained in this Agreement, and (b) the provisions of this Agreement do not violate any other contracts or agreements that the President has entered into with any other individual or entity.

25. **Survival.** The following provisions of this Agreement shall survive, in accordance with their terms, the expiration or termination of this Agreement for any reason: Sections 10, 13, 14, and 15.

26. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of New Jersey without giving effect to the principles of conflict of laws thereof.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the day and year first above written,

**ATTEST:**

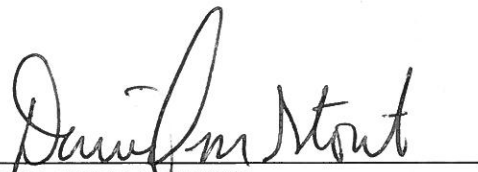
**THE BOARD OF TRUSTEES OF  
BROOKDALE COMMUNITY COLLEGE**

Cynthia B. Shustka

By:   
**DR. CARL J. GUZZO**  
Chairman

**WITNESS:**

Cynthia B. Shustka

By:   
**DR. DAVID STOUT**

### 3.1 Human Resources Recommendations

Hires, Change of Status & Separations - This month there are a total of 21 recommended items. A summary of the action items is listed below with supporting documentation attached.

**A. Hires**

Executive

Faculty

Administrative

Adjuncts

Coaches

**Recommendations**

1

2

3

3

2

**B. Change of Status**

Faculty

Administrative

Support Staff

**Recommendations**

1

4

1

**C. Separations**

Executive

Faculty

Administrative

**Recommendations**

2

1

1



**HIRES****EXECUTIVE**

1. Name: Recommendation Removed at Board Meeting

**FACULTY**

1. Name: Caitlin Raiten  
Department: Nursing  
Position: Instructor, temporary fall semester  
Salary: \$28,416 prorated from an annual base of \$58,677  
Effective: 9/1/18 – 12/22/18
2. Name: Chad Schoonveld  
Department: Culinary Arts  
Position: Instructor  
Salary: \$58,677  
Effective: 9/1/18, pending current contract notification requirement

**FACULTY DEGREE SUMMARY**

Masters	Baccalaureate
1	1

**ADMINISTRATIVE**

1. Name: Susan Altshuler  
Department: College Relations  
Position: Interim Director, Marketing, Website & Creative Services  
Salary: \$30,978 prorated from an annual base of \$74,922  
Effective: 7/25/18 until further notice, but not later than 12/21/18
2. Name: Barbara Cattelona  
Department: Automotive Technology  
Position: Coordinator, Auto Lab  
Salary: \$45,541 prorated from an annual base of \$51,594  
Effective: 8/13/18

3.     Name:                   Carla Vanzant  
       Department:        EOF Office  
       Position:           Student Success Coach, EOF  
       Salary:             \$51,708 prorated from an annual base of \$55,250  
       Effective:          7/25/18

**ADJUNCTS**

1.     Name:                   Louise Hosseini  
       Department:        Interior Design
2.     Name:                   Yin Bao  
       Department:        Computer Science
3.     Name:                   Joanie Scott  
       Department:        Nursing

**ADJUNCT DEGREE SUMMARY**

Doctoral	Masters
2	1

**COACHES**

1.     Name:                   Morgan Schweitzer  
       Department:        Athletics  
       Position:           Assistant Women's Volleyball Coach  
       Compensation:      \$3,150  
       Dates:              8/1/18 – 11/30/18
2.     Name:                   Steve Van Vorhis  
       Department:        Athletics  
       Position:           Assistant Women's Tennis Coach  
       Compensation:      \$3,150  
       Dates:              8/1/18 – 11/30/18

**B. CHANGE OF STATUS****FACULTY**

1. Name: Prince Sekyi  
Department: Mathematics  
Position: Instructor  
Action: Non-renewal rescinded, due to employment eligibility extension  
New Salary: \$58,677  
Effective: 9/1/18 – 6/27/19

**ADMINISTRATIVE**

1. Name: Torina Armstrong  
Department: Vice President for Learning  
Position: Student Success Coach, Title III Grant  
Action: Transfer from EOF to Title III Grant  
New Salary: No change  
Effective: 7/25/18
2. Name: Barbara Devine  
Department: Continuing & Professional Development  
Position: Program Administrator, Teacher Training  
Action: Change in status from N4 to A3 through bona fide search  
New Salary: \$50,645 prorated from an annual base of \$55,250  
Effective: 8/1/18
3. Name: Erin Mattsson  
Department: Continuing & Professional Studies  
Position: Confidential Administrative Assistant II  
Action: Monthly stipend of \$230 for additional responsibilities  
Effective: 7/1/18 until further notice, but not later than 12/31/18
4. Name: Linda Roma  
Department: Continuing & Professional Studies  
Position: Director, Adult Basic Education  
Action: Monthly stipend of \$312 for additional responsibilities  
Effective: 7/1/18 until further notice, but not later than 12/31/18

**SUPPORT STAFF**

1. Name: Patricia Meyer  
Department: Payroll  
Position: Payroll Specialist  
Action: N3 to N4  
New Salary: \$42,675 GWI only, no salary increase between bands, salary not reduced from N4 to N3 during 2015 reduction in force  
Effective: 7/1/18

**C. SEPARATIONS****EXECUTIVE**

1. Name: Marie Lucier-Woodruff  
Department: Continuing & Professional Studies  
Position: Associate Vice President  
Action: Retirement  
Effective: 8/31/18
2. Name: Edmund Rutkowski  
Department: Finance & Operations  
Position: Interim Vice President  
Action: Withdrawal of candidacy as Assigned Member from The Registry for consultant as, Interim Vice President, Finance & Operations

**FACULTY**

1. Name: Shahin Pirzad  
Department: Chemistry  
Position: Professor  
Action: Deceased, 7/6/18

**ADMINISTRATIVE**

1. Name: Helen Vota  
Department: College Store  
Position: Interim Manager  
Action: Retirement  
Effective: 6/30/18

## **2.2 Application for Grants**

### **Executive Summary**

#### **National Science Foundation**

##### **Community College Cyber Pilot Program**

Brookdale submitted a collaborative proposal to the National Science Foundation under its Community College Cyber Pilot Program on July 6, 2018. Funding for the program will offer Scholarships for Service (SFS) to cohorts of returning adults and veterans to earn academic certificates or the AAS degree in cybersecurity.

Brookdale submitted this collaborative proposal with three other community colleges nationally recognized for their cybersecurity program offerings. Cohorts of adults and veterans will be guided through a rigorous six- to twelve-month program and leave with cyber industry certifications or the AAS degree. Students will be provided opportunities to visit worksites at federal facilities and access to mentors from local government agencies. Michael Qaissaunee, Department Chair, Engineering and Technology will administer this three-year grant program.

The total grant request is **\$660,000** and does not require a match.

#### **Office of the Secretary of Higher Education**

##### **Educational Opportunity Fund**

Brookdale submitted a proposal to the Office of the Secretary of Higher Education under the Equal Opportunity Fund program on July 9, 2018. The program helps low-income New Jersey residents access higher education by offering supplemental financial aid and a wide array of campus-based outreach and support services for program students. Richard Morales-Wright, Director of the college's EOF program, will administer this program.

The grant request is \$598,232\* with a cash match of \$182,667 and in-kind contributions of \$169,689, for a total program budget of **\$950,558**. \*Includes student financial aid and program support.

#### **Recommendation:**

The President recommends that the Board of Trustees approve submission of the grant applications listed.

June 26, 2018: Director of Grants and Institutional Development, Laura Qaissaunee

**2.1 Acceptance of Grants  
Executive Summary****New Jersey Department of Labor and Workforce Development  
Integrated Adult Basic Skills, English Literacy & Civics Education Grant Program**

The New Jersey Department of Labor and Workforce Development approved Brookdale's grant under its Adult Basic Skills and Integrated English Literacy and Civics Education Grant Program on June 27, 2018. Funding for the program will provide continued support for the development, improvement, and delivery of adult education and literacy programs to over 700 students throughout the county.

Brookdale has served as the lead agency for the Monmouth County Adult Basic Skills Consortium for over twenty years. Consortium agencies include (1) Literacy Volunteers-Monmouth County; (2) Monmouth County Vocational School District; (3) Community Affairs and Resource Center; and (4) Ladacin Network, Inc. In addition to serving as lead agency, the College will provide direct services to over 500 individuals in Adult Basic Education (ABE), English as a Second Language (ESL), Civics Education and General Educational Development (GED). Brookdale's direct services are available at Long Branch, Hazlet, Freehold and Neptune Higher Education Centers. Linda Roma, Director of Adult Basic Education, will administer the program.

The total grant request is **\$736,740**. The College provides a contribution of **\$123,601** for a total of **\$860,341**.

**Recommendation:**

The President recommends that the Board of Trustees adopt a resolution accepting the funds listed and authorizing the President to sign funding notification forms and any appropriate amendments.

**RESOLUTION**

July 24, 2018: Director of Grants and Institutional Development, Laura Qaissaunee

**WHEREAS**, the Board of Trustees of Brookdale Community College has applied for the grant funds listed below:

	<u>Amount</u>
Adult Basic Skills and Integrated English	\$736,740
Literacy and Civics Education	
NJLWD	

**WHEREAS**, the College has been notified that the funds have been approved; and

**WHEREAS**, Board Policy 2.0000 requires Board acceptance of all grants received by Brookdale Community College; and

**WHEREAS**, the President recommends acceptance of said grant funds;

**NOW THEREFORE BE IT RESOLVED**, that the Board of Trustees of Brookdale Community College authorizes the President to accept the grant funds listed above and to sign the funding notification forms and any appropriate amendments thereto.

July 24, 2018: Director of Grants and Institutional Development, Laura Qaissaunee

4.2 *Purchases in Excess of \$35,300 and New Jersey "Pay-to-Play" bids, and Pursuant to the New Jersey "Pay to Play" Process, in Excess of \$17,500*

Enclosed is a resolution with an attached list indicating proposed Public Contracts for Brookdale Community College in excess of \$35,300. These proposed contracts have been bid in accordance with "County College Contracts Law," N.J.S. Chapter 64A-Title 18A, and Board of Trustees' Policy No. 4.2000, are under State contract or are legal exceptions to the Public Contracts Law.

Also listed are bids and proposals over \$17,500 that met the New Jersey State "Pay-to-Play" Law, N.J.S.A. 19:44a-20.1 et seq., Chapters 51 and 271.

This report was reviewed by the President and the Finance & Facilities Committee of the Board of Trustees at a meeting held July 17, 2018.

July 24, 2018: Interim Director Finance & Operations, Teresa Manfreda



## **RESOLUTION**

**WHEREAS**, County College Contracts Law, Chapter 64A, title 18A, requires Board approval for any purchase in excess of \$35,300, or purchases with a combined total in excess of \$35,300; and

**WHEREAS**, the New Jersey State “Pay-to-Play” Law, N.J.S.A. 19.44a-20.1 et seq, Chapters 51 and 271, requires Board of Trustee approval for any purchase over \$17,500, that is not awarded pursuant to a “fair and open” process; and

**WHEREAS**, the Executive Director, Finance & IT has determined and certified in writing that the value of the acquisition will exceed \$17,500; and

**WHEREAS**, the vendor has completed all the required certifications and disclosures; and

**BE IT FURTHER RESOLVED** that the Business Disclosure Entity Certification and the Determination of Value be placed on file in the Purchasing Office with this resolution; and

**WHEREAS**, the Board of Trustees has reviewed the purchases on the list attached hereto and made a part hereof; and

**WHEREAS** the College certifies the availability of funds to cover the maximum dollar value of the pending contract as set forth in this resolution;

**NOW THEREFORE BE IT RESOLVED** by the Board of Trustees of Brookdale Community College that Purchases as indicated on the attached list have been reviewed and the same are hereby approved.

**Agenda for Purchases in Excess of \$35,300  
July 24, 2018**

Board Item No.	Vendor/Contractor	Category / Description	Basis of Award	Amount of Purchase
<b>Operating</b>				
1	NJCCC Consortium South Jersey Energy Direct Energy	<b>Natural Gas</b> Exempt 18A:64A-25.10 (Joint purchases by county colleges, municipalities or counties; authority). This is a 2-year contract for the supply and delivery of natural gas and is funded by the Operating Budget. FY18 \$595,746.	Exempt	\$ 580,853.00
2	Positive Expectations, LLC	<b>Student Recruitment Advertising</b> Exempt 18:64A-25.5.a.(20) (Recruitment and advertising). This contract is for digital and online marketing to include keyword campaigns targeted to different market segments in support of the overall recruitment strategy. Deliverables include Google AdWords, contextual and site-targeted placements, mobile app ads for both Apple and Google Play platforms, and special media ads on Facebook, Twitter, and Instagram. This contract is funded by Institutional Marketing Budget. FY18 \$60,000.	Exempt	\$ 60,000.00
3	Collegiate Enterprise Solutions, LLC - dba Registry for College and University Presidents	<b>Professional Services</b> Exempt 18A:64A-25.5.a.(15) ITEM REMOVED FOR FURTHER REVIEW AT BOARD MEETING	Exempt	\$

\* Estimated expense based on historical data

Unless otherwise exempt, bids were publicly advertised according to law.



#### 4.2b *Payments to Vendors, Students, and Employees*

Payments made to vendors, students, and employees in the month of June totaled \$2,148,162.42. This summarizes all payment transactions of the College and includes payments made on previously approved purchase orders as well as travel expenses and varied monthly expenses in accordance with collective bargaining contracts.

Additional documentation for payments is available in the Accounts Payable Department.

This report was reviewed by the President and the Finance & Facilities Committee of the Board of Trustees at a meeting held July 17, 2018.

July 24, 2018: Interim Director, Finance & Operations, Teresa Manfreda

**Analysis of Cash Balance  
FY18**

	<b>FY16</b>	<b>FY17</b>	<b>FY18</b>
<b>July</b>	8,690,966.52	3,924,507.00	8,467,104.38
<b>August</b>	12,975,549.79	5,257,967.16	10,794,724.59
<b>September</b>	9,877,698.58	14,230,855.98	8,116,282.16
<b>October</b>	17,120,989.56	10,034,966.35	12,704,404.96
<b>November</b>	13,016,350.05	5,881,692.09	12,851,711.00
<b>December</b>	11,686,611.54	5,813,306.39	9,253,180.00
<b>January</b>	15,380,777.32	10,936,117.45	13,533,588.30
<b>February</b>	15,038,852.73	12,352,432.38	12,149,359.50
<b>March</b>	17,305,625.98	7,804,144.44	10,721,561.17
<b>April</b>	14,070,405.87	7,677,357.19	12,993,416.87
<b>May</b>	10,565,164.81	7,240,211.55	12,510,624.36
<b>June</b>	<b>5,051,778.69</b>	<b>5,718,427.39</b>	<b>11,242,830.38</b>

**Note:**

Cash balances include capital, auxiliary and ASBCC combined.



## BROOKDALE COMMUNITY COLLEGE PROJECTS

## A. CONSTRUCTION PROJECTS

- 1) LINCROFT CAMPUS CENTRAL UTILITY PLANT- Estock Piping, Inc. Base Bid \$489,150  
Alt. Bid \$623,767  
TOTAL CONTRACT \$1,112,917

SCOPE: Due to limited funds, the project scope was limited to replacement of the water piping within the plant (base bid) with possible replacement of the cooling towers (alternate bid).

STATUS: A contract in the amount of \$1,112,917 was awarded to Estock Piping on August 22, 2017. The project improvements have been completed and startup of the new cooling system was successfully performed on April 19, 2018). The project was completed without using the "Miscellaneous Work Allowance" of \$50,000 within the contract award amount. In addition, a reduction in internal piping within the new cooling towers resulted in an additional savings of \$20,000. In light of these project savings, the Facilities Department identified additional improvements directly related to the completed work for consideration at this time:

- a) Additional Valve and Drain \$3,903.95
- b) sand filter system work \$8,864.60

These extra work items were approved by the Board of Trustees at their April 24, 2018 meeting and the improvements have been subsequently completed.

Currently the cooling system is up and running. However, on all four cells of the towers, minor separation of a metal seam has occurred which requires repair. The contractor is aware of this issue and is presently scheduling the repair work. In addition, on occasion, the cooling towers have overflowed when the system is only using one tower instead of both towers. This appears to be related to a water level sensing setting which is currently being investigated. Final payment will not be recommended until these issues have been properly addressed.

2) LINCROFT CAMPUS PARKING LOTS

The College is managing a Not to Exceed budget of \$805,000 for the milling and paving of Parking Lots 6 and 7 at the Lincroft Campus. Lot 7 was completed during the summer of 2017 for a cost of approximately \$230,000. In Lot 6, curbing and sidewalk replacement along the arena was completed during the fall of 2017 at a cost of \$23,500. The Monmouth County Highway Department is scheduled to begin paving of parking lot 6 and a portion of Arena Drive next week (July 16, 2018). The College intends to include other paving needs such as portions of other lots on a risk assessed basis to maximize efficiencies of the County paving team while on site. The Not to Exceed amount of \$805,000 will be monitored and reported on monthly as work progresses.



3) BAC ROOF REPLACEMENTS/LINCROFT CAMPUS

BAC- A contract to prepare plans and specifications to replace the roof was awarded to USA Architects in December 2017 in the amount of \$14,600. The BOT awarded a contract to Roof Management of Wall, NJ in the amount of \$143,000 on March 27, 2018. Construction has been completed. During re-certification of the lightning protection system, deficiencies in the system outside the project scope were discovered by the contractor. Required upgrades to the system were authorized by the BOT at the June 26, 2018 meeting. The upgrades are currently underway and are expected to be completed shortly.

4) FIRE ALARM PANEL REPLACEMENT PROJECT

Due to the age of eight existing fire alarm panels on the Lincroft campus and the difficulty in finding parts to maintain these panels, our office was authorized by the BOT at their May 15, 2018 meeting to proceed with preparation of plans and specifications to replace these panels. Bid documents have been completed and the project will be advertised shortly. Our intent is to have the project completed in early fall. In addition, we recommend the College pursue a comprehensive review of its current fire alarm system with an eye of bringing it up to current day standards.

5) SEWER EJECTOR PUMPS/LINCROFT CAMPUS

A contract for the replacement of sewer ejector pumps at the MAS and ATC buildings was awarded to Longo Electrical-Mechanical, Inc. in the amount of \$84,700.00 by the BOT at their May 15, 2018 meeting. Contracts have been signed and contract submittals are currently pending. Based on discussions with the academic leadership team a "sewer shutdown" period from August 24, 2018 to September 3, 2018 was selected to allow for the installation of the new pumps. However, preparation work and final restoration work may be warranted before and after this period.

**B. DESIGN/STUDIES/REPORTS**

1) FREEHOLD CAMPUS FOUNDATION SEEPAGE PROBLEM

Our office has been requested to investigate an ongoing basement seepage problem. We have completed an initial site inspection. We are recommending the College pursue videotaping of the interior and exterior drainage piping to determine if compromises in the piping is contributing to the basement seepage problem. In support of this recommendation we have submitted a fee proposal dated June 27, 2018 in the amount of \$15,950. We await guidance on how to proceed. Regarding the mold contamination issue in the basement, remediation activities have been successfully completed. Post remediation sampling/testing is scheduled for July 13, 2018.





## 2) MISCELLANEOUS ROOF REPAIRS

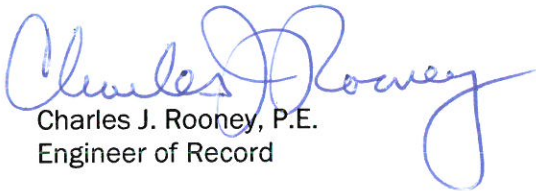
At the BOT of June 26, 2108, a contract to prepare bid documents for roof repairs at the Student Life Center, Library, Main Academic Buildings North and South and the Auto Tech Building was awarded to FVHD Architects and Planners, PC in the amount of \$39,750. Design activities are scheduled to begin shortly.

## 3) CVA & LAH CHILLER REPLACEMENTS

At the BOT meeting of June 26, 2018, our office was authorized to proceed with our proposal to provide engineering design and construction administration services for the replacement of antiquated chillers and upgrades to the controls at the Center for Visual Arts and Larrison Hall for a not to exceed fee of \$87,000. Design activities are currently underway. It is intended to have these upgrades completed prior to next year's cooling season.

## 4) LED LIGHTING UPGRADES

Based on the recommendations of the recently completed Local Government Energy Audit (LGEA) reports prepared for the buildings at the Lincroft Campus and satellite campuses, the College will be pursuing energy saving measures by replacing the existing light bulbs with LED bulbs. At the BOT meeting of June 26, 2018, our office was authorized to proceed with engineering design and construction administration services for a not to exceed fee of \$75,400 for the Lincroft Campus and a not to exceed fee of \$21,500 for the satellite campuses. Design activities are currently underway. The LGEA Reports indicate potential annual savings of more than \$300,000 from this project.

  
Charles J. Rooney, P.E.  
Engineer of Record



**BROOKDALE COMMUNITY COLLEGE**  
**Board of Trustees**  
**2018 Committee Appointments**

**Board Bylaw 1.4010, appointments to Standing Committee**

Membership on standing committees of the Board of Trustees, except as otherwise herein expressly provided shall consist of five Trustees, including the Chair of the Committee. The Board Chair is an ex officio member and the Vice Chair serves as an alternate to the Board Chair as an ex-officio voting member for purposes of a quorum.

<b>Committees meeting monthly</b>	<b><u>Executive Committee (5)</u></b> <b>Dr. Carl Guzzo, Jr., Chair</b> <b>Ms. Tracey Abby-White, Vice-Chair</b> Dr. Hank Cram Ms. Madeline Ferraro Mr. Bret Kaufmann Ms. Marta Rambaud		<b><u>Finance and Facilities (5)</u></b> <b>Mr. Bret Kaufmann, Chair</b> Mr. Daniel Becht Ms. Suzanne Brennan Mr. Paul Crupi Ms. Madeline Ferraro
<b>Committees meeting 4 times per year</b>	<b><u>Policy and Education (5)</u></b> <b>Dr. Hank Cram, Chair</b> Ms. Latonya Brennan Ms. Victoria Cattelona Ms. Madeline Ferraro Dr. Les Richens Ms. Marta Rambaud	<b><u>Governance (5)</u></b> <b>Ms. Suzanne Brennan, Chair</b> Mr. Dan Becht Ms. Latonya Brennan Ms. Victoria Cattelona Dr. Hank Cram Ms. Tracey Abby-White	<b><u>Audit Committee (4)</u></b> <b>Ms. Marta Rambaud, Chair</b> Ms. Latonya Brennan Ms. Victoria Cattelona
<b>Committees Meeting on as needed basis</b>	<b><u>By Laws Committee (5)</u></b> <b>Ms. Madeline Ferraro, Chair</b> Mr. Dan Becht Ms. Suzanne Brennan Ms. Victoria Cattelona Ms. Marta Rambaud	<b><u>Nominating Committee (3)</u></b> <b>Mr. Bret Kaufmann, Chair</b> Dr. Hank Cram Ms. Madeline Ferraro	<b><u>Ad-Hoc Revenue Generating</u></b> <b>Ms. Latonya Brennan, Chair</b> Ms. Tracey Abby-White Mr. Dan Becht Ms. Victoria Cattelona Mr. Bret Kaufmann
<b>Liaisons</b>	<b><u>Liaisons</u></b> <b><u>Liaison to New Jersey Council of County Colleges (NJCCC)</u></b> Mr. Paul Crupi <b><u>NJCCC Trustees Ambassador</u></b> Mr. Paul Crupi		<b><u>Liaison to Brookdale Community College Foundation</u></b>

\* The Human Resources Committee – A committee of the whole

**BROOKDALE COMMUNITY COLLEGE SCHEDULE OF BOARD OF TRUSTEE MEETINGS FOR 2018**

(Rev 7: 07/20/18)

2018 Public Business Meetings (PBM)	Executive	Governance	Finance & Facilities	Audit	Policy & Ed	Foundation Board Meetings
<b>DATES/LOCATIONS</b> Public Business Meeting 5:30 PM	Shall meet prior to each regular meeting	Shall meet a minimum of four times per year or as requested.	Shall meet a minimum of four times per year or as requested.	Shall meet a minimum of four times per year or as	Shall meet a minimum of four times per year or as requested.	4:00 PM in Trustees Conference Room
Tuesday, January 23 Lincroft, SLC , Navesink I & II	January 16 5:30 PM	January 16 6:30 PM	January 17 5:30 PM		January 11 5:30 PM	January 18 4:00 PM
Tuesday, February 27 Brookdale at Freehold, Rm 103 & 104	February 20 5:30 PM	February 20 6:30 PM	February 21 5:30 PM			
Tuesday, March 27 Lincroft, SLC, Navesink I & II	March 20 5:30 PM		March 19 5:00 PM			March 22 3:45 PM
Tuesday, April 24 Lincroft, SLC, Navesink I & II	April 17 5:30 PM		April 16 5:00 PM	April 17 6:30 PM	April 18 4:00 PM	
Tuesday, May 15 Neptune High School	May 8 5:30 PM	May 8 6:30 PM	May 7 5:00 PM			May 10 4:00 PM
Tuesday, June 26 Brookdale at Wall, Rm 110 & 112	June 19 5:30 PM		June 18 5:30 PM			June 21 4:00 PM
Tuesday, July 24 Brookdale at Wall, Rm 110 & 112	July 17 5:30 PM to 6 PM		<del>July 16, 5:30 PM</del> July 17 6 PM			
Tuesday, August 28 Brookdale at Wall, Rm 110 & 112	August 21 5:30 PM		<del>August 20</del> Aug. 21 5:30 PM 6:30 PM			
Tuesday, September 25 Lincroft, SLC, Navesink I & II	September 20 6:00 PM		September 17 5:00 PM		September 13 Sept. 20 – 4:30 PM	
Tuesday, October 23 Brookdale at Long Branch, Rm 200	October 16 5:30 PM	October 16 6:30 PM	October 15 5:00 PM			
Tuesday, November 27 Lincroft, SLC, Navesink I & II	November 13 6:00 PM		November 12 5:30 PM		November 8 Nov. 13 – 4:30 PM	
Tuesday, December 18 Brookdale at Hazlet, Rm 102 &	December 11 5:30 PM		December 10 5:30 PM	December 11 6:30 PM		

**Nominating Committee Appointed in September for October discussion & November vote | Human Resources is a Committee of the whole**

V2 – Changed F & F Meetings to 5 PM, March, April, May, Sept. & Oct; v4 – May 15 location; v 5 – P & E mtgs changed, v6 – July F & F mtg changed., v6- F& F