

BOARD OF TRUSTEES OF THE MIDDLESEX COUNTY COLLEGE

Minutes of August 25, 1999 Meeting

A regular meeting of the Board of Trustees of Middlesex County College was held at 7:50 p.m., August 25, 1999, in the Boardroom of Chambers Hall, on the Middlesex County College campus. Members present were: Mmes. Heller and Kurtz and Messrs. Bauer, Bellizio, Figg, Katcher, Otlowski, Villafane and Wernik. Dr. Guidette, Mrs. Power and Mr. Ostrov were absent. Also present were President Bakum, Mr. Hoffman, Mrs. Bevis and several members of the staff.

In compliance with the "Open Public Meetings Act" of the State of New Jersey, adequate notice of this meeting was provided as follows:

- (a) On November 18, 1998, advance written notice of this meeting was posted in the lobby of the Academic Services Building.
- (b) On November 18, 1998, advance written notice of this meeting was mailed to the Home News Tribune, 35 Kennedy Boulevard, East Brunswick, New Jersey.
- (c) On November 18, 1998, a copy of this advance notice of the meeting was filed with the Clerk of the Middlesex County Board of Chosen Freeholders.
- (d) On November 18, 1998, a copy of this advance notice was filed with the President of Middlesex County College.
- (e) Any individual who has requested notice of this meeting has been forwarded a copy of the notice of such meeting.

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Mr. Figg moved, seconded by Mr. Bauer, that the Minutes of the regular meeting of July 28, 1999 be approved as presented. After discussion, the motion was unanimously carried.

ACADEMIC STUDENT AND ALUMNI AFFAIRS

Mrs. Kurtz moved, seconded by Mr. Otlowski, for adoption of resolutions 1-6:

1. WHEREAS, the Board of Trustees of Middlesex County College (hereinafter referred to as the "Board") and the United States Office of Education (hereinafter referred to as "USOE") have entered into a contract for the operation of a project entitled PROJECT CONNECTIONS 1999/00 for the period commencing September 1, 1999 and concluding August 31, 2000; and

WHEREAS, a proposal entitled PROJECT CONNECTIONS 1999/00 has been submitted by the College administration and agreed to by the USOE in the amount of \$207,917.00; and

WHEREAS, the Board has determined that the operation of a project entitled PROJECT CONNECTIONS 1999/00 is consistent with the philosophy and purpose of the College,

NOW, THEREFORE, BE IT RESOLVED as follows:

- a. The Board approves the proposal for the project entitled, PROJECT CONNECTIONS 1999/00 as submitted by the administration of Middlesex County College to the United States Office of Education for the period September 1, 1999 through August 31, 2000 in the total amount of \$207,917.00.
- b. The Board herein ratifies the contract executed by the College President and the United States Office of Education.

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2. WHEREAS, the Board of Trustees of Middlesex County College (hereinafter referred to as the "Board") and the State of New Jersey, Commission on Higher Education (hereinafter referred to as the "State"), have entered into a contract for the operation of a project entitled, CENTRAL REGIONAL CONNECTIONS - 1999/00, for the period commencing July 1, 1999 and concluding June 30, 2000; and

WHEREAS, a proposal entitled, CENTRAL REGIONAL CONNECTIONS - 1999/00, has been submitted by the College administration and agreed to by the State in the amount of \$80,000.00; and

WHEREAS, R.S. 18A:64A-12J grants the Board the power to enter into contracts which it deems necessary and advisable with the State of New Jersey or any of its political subdivisions; and

WHEREAS, the Board has determined that the operation of a project entitled, CENTRAL REGIONAL CONNECTIONS - 1999/00, is consistent with the philosophy and purpose of the College,

NOW, THEREFORE, BE IT RESOLVED as follows:

- a. The Board approves the proposal for the project entitled, CENTRAL REGIONAL CONNECTIONS - 1999/00, as submitted by the administration of Middlesex County College to the State of New Jersey, Commission on Higher Education, for the period July 1, 1999 through June 30, 2000 in the total amount of \$80,000.00.

- b. The Board herein ratifies the contract executed by the College President and the State of New Jersey.

- 3. WHEREAS, the Board of Trustees of Middlesex County College (hereinafter referred to as the "Board") and the State of New Jersey, Department of State - State Council on the Arts (hereinafter referred to as the "State"), have entered into a contract for the operation of a project entitled, PROJECTS SERVING ARTISTS, for the period commencing July 1, 1999 and concluding June 30, 2000; and

WHEREAS, a proposal entitled, PROJECTS SERVING ARTISTS, has been submitted by the College administration and agreed to by the State in the amount of \$10,240.00; and

WHEREAS, R.S. 18A:64A-12J grants the Board the power to enter into contracts which it deems necessary and advisable with the State of New Jersey or any of its political subdivisions; and

WHEREAS, the Board has determined that the operation of a project entitled, PROJECTS SERVING ARTISTS, is consistent with the philosophy and purpose of the College,

NOW, THEREFORE, BE IT RESOLVED as follows:

- a. The Board approves the proposal for the project entitled, PROJECTS SERVING ARTISTS, as submitted by the administration of Middlesex County College to the State of New Jersey, Department of State - State Council on the Arts, for the period July 1, 1999 through June 30, 2000 in the total amount of \$10,240.00.
- b. The Board herein ratifies the contract executed by the College President and the State of New Jersey.

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4. WHEREAS, the Board of Trustees of Middlesex County College (hereinafter referred to as the "Board") and Amandla Crossing Transitional Housing (hereinafter referred to as "Amandla Crossing") have entered into a letter of agreement for the operation of a project entitled, AMERICA READS PROGRAM (1999/00), for the period September 1, 1999 through August 31, 2000; and

WHEREAS, a proposal for the operation of a project entitled, AMERICA READS PROGRAM (1999/00), has been submitted by the College administration and agreed to by Amandla Crossing in the amount of \$5,000.00; and

WHEREAS, the Board has determined that the operation of a project entitled, AMERICA READS PROGRAM (1999/00), is consistent with the philosophy and purpose of the College,

NOW, THEREFORE, BE IT RESOLVED as follows:

- a. The Board approves the proposal for a project entitled, AMERICA READS PROGRAM (1999/00), as submitted by the administration of Middlesex County College to Amandla Crossing Transitional Housing for the period September 1, 1999 through August 31, 2000 in the total amount of \$5,000.00.
- b. The Board authorizes the College President and/or his designee to execute the letter of agreement.

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5. WHEREAS, the Board of Trustees of Middlesex County College (hereinafter referred to as the "Board") and the Housing Authority of the Township of Woodbridge (hereinafter referred to as "Woodbridge Township") have entered into a letter of agreement for the operation of a project entitled, AMERICA READS PROGRAM (1999/00), for the period September 1, 1999 through August 31, 2000; and

WHEREAS, a proposal for the operation of a project entitled, AMERICA READS PROGRAM (1999/00), has been submitted by the College administration and agreed to by The Housing Authority of the Township of Woodbridge in the amount of \$6,000.00; and

WHEREAS, the Board has determined that the operation of a project entitled, AMERICA READS PROGRAM (1999/00), is consistent with the philosophy and purpose of the College,

NOW, THEREFORE, BE IT RESOLVED as follows:

- a. The Board approves the proposal for a project entitled, AMERICA READS PROGRAM (1999/00), as submitted by the administration of Middlesex County College to The Housing Authority of the Township of Woodbridge for the period September 1, 1999 through August 31, 2000 in the total amount of \$6,000.00.
 - b. The Board authorizes the College President and/or his designee to execute the letter of agreement.
6. WHEREAS, the Board of Trustees of Middlesex County College (hereinafter referred to as the "Board") and The Bonner Foundation have entered into a letter of agreement for the operation of a project entitled, LEARN AND SERVE COMMUNITY RESEARCH PROJECT (1999/00), for the period September 1, 1999 through August 31, 2000; and

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WHEREAS, a proposal for the operation of a project entitled, LEARN AND SERVE COMMUNITY RESEARCH PROJECT (1999/00), has been submitted by the College administration and agreed to by The Bonner Foundation in the amount of \$9,000.00; and

WHEREAS, the Board has determined that the operation of a project entitled, LEARN AND SERVE COMMUNITY RESEARCH PROJECT (1999/00), is consistent with the philosophy and purpose of the College,

NOW, THEREFORE, BE IT RESOLVED as follows:

- a. The Board approves the proposal for a project entitled, LEARN AND SERVE COMMUNITY RESEARCH PROJECT (1999/00), as submitted by the administration of Middlesex County College to The Bonner Foundation for the period September 1, 1999 through August 31, 2000 in the total amount of \$9,000.00.
- b. The Board authorizes the College President and/or his designee to execute the letter of agreement.

After discussion, the motion was unanimously carried.

FACILITIES COMMITTEE

Mr. Otlowski moved, seconded by Mr. Bauer, for adoption of resolutions 1-6:

1. BE IT RESOLVED that based on the recommendation of the Executive Director of Facilities Management and the Vice President for Finance and Operations payment be authorized to the following firms:

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- a. Environmental Connection, Inc. for Phase I consulting services for asbestos floor tile abatement work in West Hall in the amount of \$1,450.00.

Contract Amount	\$1,450.00
Payment #1 (Final)	<u>1,450.00</u>
Balance	\$ <u>-0-</u>

- b. Venezia Bishop and Partners for Phase II architectural consulting services for the proposed New Brunswick Center in the amount of \$2,309.66. (This includes a \$509.66 charge for reimbursable expenses which is not part of the contract total.)

Contract Amount	\$51,100.00
Previous Payments	44,450.00
Payment #7	1,800.00
Reimbursable Expenses	<u>509.66</u>
Balance	\$ <u>4,850.00</u>

- c. Birdsall Engineering, Inc. for Phase I consulting services for the Parking Lot Improvement and Road Realignment work in the amount of \$62,415.00.

Contract Amount	\$65,700.00
Payment #1	<u>62,415.00</u>
Balance	\$ <u>3,285.00</u>

- d. HACBM Architects Engineers Planners, Inc. for Phase I consulting services for the Main Hall HVAC and Chemistry Lab Upgrade work in the amount of \$16,810.00.

Contract Amount	\$16,810.00
Payment #1 (Final)	<u>16,810.00</u>
Balance	\$ <u>-0-</u>

- e. A & J Consulting Engineering Services for Phase I consulting services for the modification of the HVAC system in the Technical Services Center 203 classroom in the amount of \$3,323.00.

Contract Amount	\$3,500.00
Payment #1	<u>3,323.00</u>
Balance	\$ <u>177.00</u>

- f. A & J Consulting Engineering Services for Phase II consulting services for the modification of the HVAC system in the Technical Services Center 105 classroom in the amount of \$1,832.41. (This includes a \$32.41 charge for reimbursable expenses which is not part of the contract total.)

Contract Amount	\$9,800.00
Previous Payments	8,000.00
Payment #4 (Final)	1,800.00
Reimbursable Expenses	<u>32.41</u>
Balance	\$ <u>-0-</u>

- g. A & J Consulting Engineering Services for Phase III consulting services for the modification of the HVAC system in the Technical Services Center 105 classroom in the amount of \$874.53. (This includes a \$19.53 charge for reimbursable expenses which is not part of the contract total.)

Contract Amount	\$2,500.00
Payment #1	855.00
Reimbursable Expenses	<u>19.53</u>
Balance	<u>\$1,645.00</u>

- h. A & J Consulting Engineering Services for Phase III consulting services for the Physical Education Center Classroom HVAC Upgrade in the amount of \$3,110.89. (This includes a \$45.89 charge for reimbursable expenses which is not part of the contract total.)

Contract Amount	\$3,500.00
Payment #1	3,065.00
Reimbursable Expenses	<u>45.89</u>
Balance	<u>\$ 435.00</u>

- i. Bovis Construction Corporation for a cost estimate analysis report for the proposed New Brunswick Center in the amount of \$4,800.00.

Contract Amount	\$4,800.00
Payment #1 (Final)	<u>4,800.00</u>
Balance	<u>\$ -0-</u>

- j. Bovis Construction Corporation for Phase II construction management services for the Bookstore, Public Safety Building and Entrance Improvements in the amount of \$12,841.30 (This includes a \$136.66 charge for reimbursable expenses which is not part of the contract total.)

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Contract Amount	\$196,000.00
Previous Payments	4,761.00
Payment #2	12,704.64
Reimbursable Expenses	<u>166.66</u>
Balance	<u>\$178,534.36</u>

- k. Hall Building Corporation for providing construction services for the Learning Resources Center in the amount of \$69,575.32.

Contract Amount	\$5,431,404.57
Previous Payments	5,209,141.25
Payment #24	69,575.32
Retainage	<u>135,351.70</u>
Balance	<u>\$ 152,688.00</u>

- l. Albert Garlatti Construction Company for the construction of the Bookstore, Public Safety Building and Entrance Improvements in the amount of \$73,347.30.

Contract Amount	\$3,072,000.00
Previous Payments	89,415.00
Payment #3	73,347.30
Retainage	<u>18,084.70</u>
Balance	<u>\$ 2,909,237.70</u>

- m. Jacobs Environmental, Inc. for Phase II Consulting Services on the fire sprinkler system project in the Facilities Management building in the amount of \$1,285.00. (This includes a \$3.00 charge for reimbursable expenses which is not part of the contract total.)

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Contract Amount	\$12,978.00
Previous Payments	11,140.00
Payment #6	1,285.00
Reimbursable Expenses	<u>3.00</u>
Balance	<u>\$ 553.00</u>

- n. Roof Spec, Inc. for Phase III consulting services on the roofing improvement project in the amount of \$4,265.95 (This includes a \$805.95 charge for reimbursable expenses which is not part of the contract total.)

Contract Amount	\$24,500.00
Previous Payment	5,120.00
Payment #2	3,460.00
Reimbursable Expenses	<u>805.95</u>
Balance	<u>\$15,920.00</u>

- o. Rothe-Johnson-Fantacone for Phase III architectural and engineering services for the Bookstore, Public Safety Building and Entrance Improvements in the amount of \$1,543.50. (This includes a \$103.50 charge for reimbursable expenses which is not part of the contract total.)

Contract Amount	\$33,000.00
Previous Payments	6,810.00
Payment #3	1,440.00
Reimbursable Expenses	<u>103.50</u>
Balance	<u>\$24,750.00</u>

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- p. Applied Engineering & Technology for Phase I & II consulting services on the structural evaluation of East Hall Annex in the amount of \$3,223.90. (This includes a \$123.00 charge for reimbursable expenses which is not part of the contract total.)

Contract Amount	\$6,600.00
Previous Payment	1,220.04
Payment #2	3,100.90
Reimbursable Expenses	<u>123.00</u>
Balance	<u>\$2,279.06</u>

- q. Envirocon, LLC for providing construction services for the Technical Services Center Room 105 HVAC project in the amount of \$15,525.00.

Contract Amount	\$34,000.00
Previous Payment	1,224.00
Payment #2	15,525.00
Retainage	<u>1,861.00</u>
Balance	<u>\$ 17,251.00</u>

- r. Applied Engineering & Technology for Phase I & II consulting services on the structural evaluation of the Facilities Management building in the amount of \$2,503.86. (This includes a \$19.52 charge for reimbursable expenses which is not part of the contract total.)

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Contract Amount	\$4,000.00
Previous Payment	207.78
Payment #2	2,484.34
Reimbursable Expenses	<u>19.52</u>
Balance	<u>\$1,307.88</u>

- s. Dyna-Temp, Inc. for providing construction services for the Physical Education Center HVAC project in the amount of \$26,332.20.

Contract Amount	\$64,646.00
Previous Payments	30,949.20
Payment #3	26,332.20
Retainage	<u>6,364.60</u>
Balance	<u>\$ 7,364.60</u>

- t. Datasys Technology, Inc., for Phase II providing wire and cable services for the Campus Building Recable project in the amount of \$69,060.60.

Contract Amount	\$266,734.00
Payment #1	69,060.60
Retainage	<u>7,673.40</u>
Balance	<u>\$197,673.40</u>

2. BE IT RESOLVED that based on the recommendation of the Executive Director of Facilities Management, the Director of Purchasing and Inventory, and the Vice President for Finance and Operations contract awards be made to the following firms:

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- a. A & J Consulting Engineering Services, Clifton, NJ for Phase II, design work and preparation of bid documents for the Technical Services Center 203 HVAC Upgrade, for the not-to-exceed amount of \$10,500.00.
- b. HACBM Architects Engineers Planners, Princeton, NJ for Phase II, design work and preparation of bid documents for the HVAC and Chemistry lab upgrades in Main Hall, for the amount of \$37,420.00.
- c. Birdsall Engineering, Inc., Belmar, NJ for Phase II, design work and preparation of bid documents for various parking lot improvements, the realignment of portions of Loop Road, and the development of newly acquired land, for the not-to-exceed amount of \$46,100.00.
- d. Venezia Bishop and Partners, New Brunswick, NJ for Phase III, construction monitoring for the proposed New Brunswick Center, for the not-to-exceed amount of \$13,675.00.
- e. Jacobs Environmental, Inc., Piscataway, NJ to perform a campus-wide water flow model to provide the basis for the design of the sprinkler systems to various buildings on campus for the amount of \$8,450.00.

3. BE IT RESOLVED that based on the recommendation of the Director of Purchasing and Inventory and the Vice President for Finance and Operations contracts for purchases and services classified as exempt under the provisions of N.J.S.A. 18A:64A-25 et seq. be made to the following firms:

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- a. Datatel, Inc., Fairfax, VA for project training, consulting, and expenses for a specialized software package, namely Colleague Release 16, for the not-to-exceed amount of \$60,000.00.
- b. EHS Innovators, Flemington, NJ for software package, conversion of data, and on-site training for CHEM Master 2000 software, which is designed, manufactured, sold, and serviced exclusively by one company, for the amount of \$14,975.00.

4. WHEREAS, the State of New Jersey has cooperative purchasing services available under N.J.S.A. 18A:64A-25.9 of the County College Contracts Law applicable to the College,

NOW, THEREFORE, BE IT RESOLVED that the following contracts over \$12,300 be authorized under the provisions of State Contracts currently in effect:

STATE

CONTRACT

NUMBER

COMPANY

DESCRIPTION

AWARD

A-88827

OCE

Copier Service

\$71,250.00

A-75440

Dell Marketing

Computer Hardware

38,002.45

5. BE IT RESOLVED that based on the recommendation of the Director of Purchasing and Inventory and the Vice President for Finance and Operations a bid award be made to the following firms:

- a. Air Purifiers, Inc., Denville, NJ for Bid #069 Dust Collection System for Base Bid in the amount of \$13,674.00.

- b. Video Marketing Systems, Inc., Englewood, NJ for Bid #083 Audio Visual Supplies for the amount of \$10,771.02.
- c. B & H Photo Video, Inc., New York, NY for Bid #083 Audio Visual Supplies for the amount of \$3,284.88.
- d. R & D Computer Essentials, Dix Hills, NY for Bid #083 Audio Visual Supplies for the amount of \$2,697.00.
- e. The Tape Company, Wood Dale, IL for Bid #083 Audio Visual Supplies for the amount of \$2,583.10.
- f. Valiant IMC, South Hackensack, NJ for Bid #083 Audio Visual Supplies for the amount of \$1,598.80.
- g. HPI International, Inc., Brooklyn, NY for Bid #083 Audio Visual Supplies for the amount of \$584.60.
- h. Total Video Products, Inc., Mickleton, NJ for Bid #083 Audio Visual Supplies for the amount of \$224.00.

6. WHEREAS, the Board of Trustees of Middlesex County College invited bids for the New Brunswick Center New Street Parking Deck Bid No. 084; and

WHEREAS, the bids were opened on August 12, 1999; and

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WHEREAS, DKD Construction Ent., Inc. ("DKD"), the apparent low bidder, submitted a bid that listed two (2) subcontractors for the HVAC portion of the work and failed to submit an amount of the work covered by each subcontract in its bid proposal at the time bids were opened on August 12, 1999; and

WHEREAS, upon notice by the College administration to DKD of its failure to submit the amount of the work covered by each subcontract, DKD on the day of the bid opening supplemented its bid by submitting the amount of each subcontract listing Aztec Heating & Cooling as its HVAC subcontractor; and

WHEREAS, upon further inquiry DKD advised the College on August 23, 1999 that it intends to use Cleworth & Son as its HVAC subcontractor; and

WHEREAS, no amount of the subcontract for Cleworth & Son has been submitted by DKD; and

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.25 a list of subcontractors has to be set forth in the bid submission at the time of the opening of the bids; and

WHEREAS, a bidder may not select which subcontractor for specified work it will utilize after the opening of the bids; and

WHEREAS, the apparent second low bidder, Keating Building Corp., failed to include a complete list of subcontractors, pursuant to the requirements of N.J.S.A. 18A:64A-25.25, by failing to expressly identify which subcontractor would perform the plumbing work and there was ambiguity in its bid proposal as to the identity of its HVAC subcontractor; and

WHEREAS, the apparent third low bidder, Hall Building Corp., failed to identify the amount of each subcontract as required by the bid specifications and was \$26,000.00 above the lowest bidder, DKD; and

WHEREAS, the other bidders have submitted bids in higher sums; and

WHEREAS, the Board of Trustees has determined to reject all bids in light of these deficiencies and to rebid; and

WHEREAS, the Board of Trustees has determined that it is in the best interest of the College to advertise for new bids so that it receives competitive bids from as many available bidders as possible,

NOW, THEREFORE, BE IT RESOLVED that all bids be rejected and the College shall advertise for new bids in respect to the New Brunswick Center New Street Parking Deck pursuant to the County College Contracts Law, N.J.S.A. 18A:64A-25.1 et seq.

After discussion, the motion was unanimously carried.

FINANCE COMMITTEE

Mr. Bauer moved, seconded by Mr. Bellizio, for adoption of resolutions 1-3:

1. BE IT RESOLVED that a progress payment be authorized to the firm of Lynch*Martin for professional services rendered in connection with the real estate purchase agreement between the College and the New Brunswick Parking Authority in the amount of \$1,402.50.

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2. BE IT RESOLVED that the invoice for services rendered by the firm of Wilentz, Goldman & Spitzer for the period April 1, 1999 through June 30, 1999 be approved for payment in the amount of \$30,520.42.

Legal services rendered from April 1, 1999 to June 30, 1999 for contracts and bidding matters	\$ 4,500.00
Legal services rendered from April 1, 1999 to June 30, 1999 for review and preparation of the Board of School Estimate meeting	400.00
Legal services rendered from April 1, 1999 to June 30, 1999 relating to federal and state regulatory requirements, labor, union and other personnel related matters at Middlesex County College	12,400.00
Legal services rendered from April 1, 1999 to June 30, 1999 for normal operations of Middlesex County College	10,200.00
Legal services rendered from April 1, 1999 to June 30, 1999 for litigation process	2,000.00
Total disbursements from April 1, 1999 to June 30, 1999	<u>1,020.42</u>
Total	\$ 30,520.42

3. WHEREAS, N.J.S.A.18A:64A-25.10 authorizes county colleges to enter into joint purchasing agreements; and

WHEREAS, a voluntary joint purchasing consortium of county colleges is being formed under the auspices of the New Jersey Council of County Colleges called the County College Joint Purchasing Consortium; and

WHEREAS, the Board finds that participation in a joint purchasing consortium with other county colleges has the potential to effect significant savings in the purchase of goods and services made by the College; and

WHEREAS, the form of the Joint Purchasing Participation Agreement proposed for the County College Joint Purchasing Consortium, a copy of which is attached to this resolution, is acceptable to the Board,

NOW, THEREFORE, BE IT RESOLVED that Middlesex County College participate in the County College Joint Purchasing Consortium and that the President of the College or his designee is hereby authorized to sign the Joint Purchasing Participation Agreement in the form attached to this resolution on behalf of Middlesex County College.

After discussion, the motion was unanimously carried.

HUMAN RESOURCES COMMITTEE

1. BE IT RESOLVED that the following actions be approved pursuant to recommendation by the President and to the provisions of N.J.S.A. Section 18:A64A-12:

Mr. Figg moved, seconded by Mr. Otlowski, for adoption of all resolutions, Sections 1-7:

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SECTION 1 - MANAGEMENT

MANAGEMENT APPOINTMENTS

<u>NAME</u>	<u>DEPARTMENT</u>	<u>POSITION</u>	<u>BUDGET CODE</u>	<u>ANNUAL SALARY</u>	<u>HIRE DATE</u>
Barry Glazer	English	Associate Chair with rank of Instructor for specified dates only	1-2210-128	16,938	9/1/99 - 12/31/99
William McLean	Corporate & Community Ed.	Associate Director	1-5200-126	39,721	9/7/99

MANAGEMENT CHANGE OF STATUS

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<u>JOB TITLE</u>	<u>GRADE</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>SALARY</u>	<u>DATES</u>
FROM: Communications Management Specialist	5	Registrar	1-1120-121	39,721	7/1/99 - 8/31/99
TO: Director of Enrollment Services	7	Registrar	1-1120-121	47,244	9/1/99 - 6/30/00

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MANAGEMENT STIPENDS

NOTE: All stipends listed below are to be paid as part of the one-college implementation plan for the 1999-2000 academic year and are charged to budget code line 125 of the departmental budget.

<u>NAME</u>	<u>TOTAL PAYMENT</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>
Nancy Bailey	2,960	BAM	2350
Virgil Blanco	1,480	Modern Languages	2240
Ronald Goldfarb	2,960	Accounting & Legal Studies	2310
John Gutowski	2,960	Psychology & Education	2270
Marilyn-Laskowski-Sachnoff	1,480	HRI	2340
John Murray	2,960	Chemistry	2180
Carol Pam	1,480	Office Administration	2330
Margaret Pryzgoda	2,960	Biology	2175
Frank Rubino	1,480	Mechanical/Civil Constr.	2390
Jerome Shindelman	2,960	History & Social Behavior	2230
Jay Siegfried	2,960	Visual & Performing Arts	2260
James Stewart	1,480	MAD	2370
Jack Waintraub	2,960	Physics/Electrical Eng.	2380
Robert Zifchak	2,960	HPERD	2250

SECTION 2 - FACULTYFACULTY FULL-TIME TENURE TRACK APPOINTMENTS

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<u>NAME</u>	<u>DEPARTMENT</u>	<u>RANK</u>	<u>BUDGET CODE</u>	<u>ANNUAL SALARY</u>	<u>HIRE DATE</u>
Sudipta Biswas	ESL	Instructor	1-2280-110	40,968	8/30/99

FACULTY ONE-YEAR ONLY APPOINTMENTS FOR 99/00 ACADEMIC YEAR

<u>NAME</u>	<u>DEPARTMENT</u>	<u>RANK</u>	<u>BUDGET CODE</u>	<u>ANNUAL SALARY</u>	<u>HIRE DATE</u>
James Finne	Physics/ Electrical Eng.	Instructor	1-2380-119	39,986	8/30/99
Hillary Hyman	ESL	Instructor	1-2280-119	40,327	8/30/99
Jane Ostacher	ESL	Instructor	1-2280-119	40,327	8/30/99

FACULTY CHANGE OF STATUS

Maria DeLucia

<u>JOB TITLE</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>SALARY</u>	<u>DATES</u>
FROM: Professor	Mathematics	1-2190-110	70,199	99/00 academic year
TO: Chairperson (with rank of Professor)	Mathematics	1-2190-125	73,709	8/16/99 - 6/15/00

Yvonne Kemp

<u>JOB TITLE</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>SALARY</u>	<u>DATES</u>
FROM: Assistant Professor	Mathematics	1-2190-110	47,943	99/00 academic year
TO: Associate Chairperson (with rank of Assistant Professor)	Mathematics	1-2190-128	50,340	8/16/99 - 5/16/00 plus one additional month to be determined by the Department Chair

Albert Nicolai

<u>JOB TITLE</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>SALARY</u>	<u>DATES</u>
FROM: Professor	English	1-2210-110	68,671	99/00 academic year
TO: Associate Chairperson (with rank of Professor)	English	1-2210-128	72,105	1/16/00 - 5/16/00 plus two additional weeks to be determined by the Department Chair

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FACULTY COMPENSATION

<u>NAME</u>	<u>TOTAL PAYMENT</u>	<u>REASON</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>
Shanfu Gao	281.20	IX-M	NJCATE	7-253013-9116-1-55
Dennis Lick	1,025	Assistant Department Chairperson FY 99/00	Theatre and Visual Arts	1-2260-110
Jeanette O'Rourke	2,222.00	IX-M	NJCATE	7-253013-9116-1-55

FACULTY COACH APPOINTMENT

<u>NAME</u>	<u>POSITION</u>	<u>SALARY</u>	<u>DATES</u>
Kristen Giuliano	Assistant Women's Basketball Coach	3,125	99/00 academic year

SECTION 3 - CONFIDENTIAL

CONFIDENTIAL CHANGE OF STATUS

Kathy Kelly

<u>JOB TITLE</u>	<u>GRADE</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>SALARY</u>	<u>DATES</u>
FROM: Administrative Assistant	C	CEO Services	1-0250-138	31,265	7/1/99 - 7/31/99
TO: Human Resources Administrative Assistant	C	Human Resources	1-0230-138	31,265	8/1/99 - 6/30/00

SECTION 4 - NON ACADEMIC (unit affiliated)

NON-ACADEMIC APPOINTMENTS

<u>NAME</u>	<u>DEPARTMENT</u>	<u>JOB TITLE</u>	<u>BUDGET CODE</u>	<u>ANNUAL SALARY</u>	<u>HIRE DATE</u>
Beth Purcell	Child Care	Child Care Teacher	1-5440-130	28,652	8/1/99

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NON-ACADEMIC APPOINTMENT - NON-REMUNERATION

<u>NAME</u>	<u>DEPARTMENT</u>	<u>DURATION</u>	<u>REASON</u>
Liz DeBeer	Counseling & Placement Services	Fall 99 semester	Project for Doctoral Program at Rutgers

NON-ACADEMIC CHANGE OF STATUS

Renu Kinkhabwala

<u>JOB TITLE</u>	<u>GRADE</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>SALARY</u>	<u>DATES</u>
FROM: Student Records Evaluator	8 (AFSCME)	Registrar	1-1120-130	26,791	7/1/99 - 8/31/99
TO: Communications Management Specialist	5 (Management)	Registrar	1-1120-126	39,721 [^]	9/1/99 - 6/30/00

NON-ACADEMIC CORRECTIVE RESOLUTIONS

Judy DiMaio

<u>JOB TITLE</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>SALARY</u>	<u>DATES</u>
FROM: Senior Lab Coordinator	Chemistry	1-2520-131	27,540	7/1/97 - 6/30/98

TO:
Senior Lab Coordinator Chemistry 1-2520-131 27,550 7/1/97 -
6/30/98

Judy DiMaio

<u>JOB TITLE</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>SALARY</u>	<u>DATES</u>
FROM: Senior Lab Coordinator	Chemistry	1-2520-131	28,622	7/1/98 - 6/30/99

TO:
Senior Lab Coordinator Chemistry 1-2520-131 28,652 7/1/98 -
6/30/99

Ann Marie Navas

<u>JOB TITLE</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>SALARY</u>	<u>DATES</u>
FROM: Copying & Finishing Specialist	Printing, Publications & Mail Services	1-0500-130	19,828	12/1/98 - 6/30/99

TO:
Copying & Finishing Printing, Publications 1-0500-132 19,828 12/1/98 -
Specialist & Mail Services 6/30/99

NON-ACADEMIC LEAVE OF ABSENCE

<u>NAME</u>	<u>DEPARTMENT</u>	<u>LEAVE DATES</u>	<u>TYPE OF LEAVE</u>
Ruby Toomer	Custodial	8/3/99 - 9/21/99	Disability

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NON-ACADEMIC RESIGNATIONS

<u>NAME</u>	<u>JOB TITLE</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>RESIGNATION DATE</u>
Colleen Kelly	Child Care Group Leader	Child Care	1-5440-130	8/20/99
Willie Peterson	Custodian	Custodial	1-7200-160	8/16/99

NON-ACADEMIC RETIREMENTS

(a) WHEREAS, Louis Alston has faithfully served Middlesex County College from February 1, 1991 to November 31, 1999 as a member of the Custodial Department; and

WHEREAS, he has performed his duties and responsibilities capably and loyally,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees accepts the voluntary retirement of Louis Alston as of November 31, 1999; and

BE IT FURTHER RESOLVED that the Board recognizes the significant contribution of Louis Alston for his years of service at Middlesex County College.

(b) WHEREAS, Earlene Jones has faithfully served Middlesex County College from November 2, 1987 to August 31, 1999 as a member of the Custodial Department; and

WHEREAS, she has performed her duties and responsibilities capably and loyally,

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NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees accepts the voluntary retirement of Earlene Jones as of August 31, 1999; and

BE IT FURTHER RESOLVED that the Board recognizes the significant contribution of Earlene Jones for her years of service at Middlesex County College.

SECTION 5 - NON-ACADEMIC (non-unit affiliated)

<u>NAME</u>	<u>HOURLY RATE</u>	<u>DEPARTMENT</u>	<u>BUDGET</u>
Banner, Chanda	7.50	Financial Aid	9148
Bhattacharya, Rita	6.50	College Center	9141
Boucher, Madina	7.50	Registrar	9150
Deleon, Jose	8.00	Perth Amboy Center	9150
Garcia, Celines	10.00	Biology	9150
Joan Harris	7.50	Financial Aid	9148
Harris, Kahliff	7.00	Financial Aid	9150
Hirano, Nobuhiko	6.75	PE Center	9141
Mack, Robert	7.00	Financial Aid	9150
Mondano, Kathy	8.00	Purchasing	9150
Patel, Bina	6.50	Mathematics	9150
Riffle, Mary	13.00	Mathematics	9150
Risha, Gary	8.75	PE Center	9141
Singh, Amarjit	7.00	PE Center	9141
Stec, Edward	10.25	PE Center	9150
Yadin, Rivital	8.75	PE Center	9147
Zuluaga, Valerie	8.75	PE Center	9141

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SECTION 6 - SPONSORED AND SPECIAL PROJECTS PERSONNEL

SPONSORED AND SPECIAL PROJECTS PERSONNEL APPOINTMENTS

<u>NAME</u>	<u>DEPARTMENT</u>	<u>JOB TITLE</u>	<u>BUDGET CODE</u>	<u>HOURLY SALARY</u>	<u>HPW</u>	<u>DURATION</u>
Benjamin Brown	New Brunswick Center	Counselor/Trainer	5-2830-126	16.92	35	8/9/99 - 6/30/00
Miria Giannini	NJCATE	Center Technical Secretary	7-2560-130	12.21	35	8/3/99 - 6/30/00
Seham Mohamed	Counseling & Placement Serv.	Special Project Associate	5-1130-126	19.85	20	9/7/99 - 5/15/00
Nada Njeim	Corporate & Community Ed.	Area Coordinator	5-5200-126	19.85	35	9/7/99 - 6/30/00
Idalia Santiago	Counseling & Placement Serv.	Professional Learning Disabilities Tutor	5-1130-126	16.64	19	9/1/99 - 5/15/00

SPONSORED AND SPECIAL PROJECTS PART-TIME TEMPORARY APPOINTMENT

<u>NAME</u>	<u>HOURLY RATE</u>	<u>DEPARTMENT</u>
Veronica Gonzalez	7.88	Child Care

SPONSORED AND SPECIAL PROJECTS RESIGNATION

<u>NAME</u>	<u>JOB TITLE</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>RESIGNATION DATE</u>
Troynita Russell	Counselor/Trainer	New Brunswick Ctr.	5-2830-126	7/23/99

SECTION 7 - PAYROLLS

DEPARTMENT OF CONTINUING STUDIES

(a) BE IT RESOLVED that the following personnel actions in the Department of Continuing Studies for Summer 1999 be approved:

Adjustments:

<u>Name</u>	<u>Assignment</u>	<u>Previously Authorized Compensation</u>	<u>Adjusted Compensation</u>
Crystal Cannella	Adjunct Instructor	\$1772.00	\$1097.88
Judith DiMaio	Lab Coordinator	\$3456.80	\$2167.05
Sayed Ibrahim	Adjunct Instructor	\$1281.00	\$ 985.38
Jeanne Osborne	Instructor	\$7400.00	\$7912.31

Addendum's:

<u>Name</u>	<u>Assignment</u>	<u>Compensation</u>
James Keller	Adjunct Instructor Replacement	\$386.08

DIVISION OF CORPORATE & COMMUNITY EDUCATION

(a) BE IT RESOLVED that the following list of individuals who have successfully completed assignments for the Division of Corporate and Community Education and are entitled to payment from the Division of Corporate and Community Education accounts for August 1999 be approved for the indicated amounts listed below beginning with the name Allen, Diane and ending with the name Wiley, Charles for the total amount of \$47,754.43 from (budget code 1-520000-9116-1-00):

<u>NAME</u>	<u>CONTRACT NO.</u>	<u>AMOUNT</u>
		210.00
Allen, Diane	99-00:175	
Aquila, Christopher	98-99:542	730.40
Arcieri, Diane	99-00:177	270.00
Arcieri, Diane	99-00:177	270.00
Arcieri, Diane	99-00:177	270.00
Berkeley, Susan	99-00:187	210.00
Berlin, Elaine	99-00:133	500.00
Brown, Philip	99-00:209	50.00
Campbell, Edith	98-99:644	750.00
Celauro, Frank	98-99:692	6,498.00
Celauro, Frank	98-99:692	6,498.00
Cooney, Jessica	99-00:143	160.00
Daniels, Loretta	99-00:135	855.00
Dunnigan, Michael	99-00:55	3,250.00
Dunsavage, Jeff	99-00:157	375.00
Ellis, Deborah Duke	99-00:179	240.00
Fawcett, Katherine	99-00:91	150.00

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Fawcett, Katherine	99-00:92	150.00
Fawcett, Katherine	99-00:93	150.00
Fisher, Brenda	99-00:72	150.00
Frank, Barry	99-00:168	750.00
Frank, Barry	99-00:168	750.00
Frank, Barry	99-00:168	600.00
Howley, Mary	99-00:42	600.00
Howley, Mary	99-00:206	1,200.00
Inglis, Philip	99-00:193	315.00
Johnson, Tom	99-00:180	333.00
Johnson, Tom	99-00:180	333.00
Kerslake, Mary	99-00:155	499.95
Kinkhabwala, Rita	99-00:144	96.00
Laday, Jerome	99-00:182	222.00
Lahara, Rick	99-00:183	258.00
Lawless, Robert	99-00:194	315.00
Lombardo, John	99-00:195	210.00
McEntire-Orbach, Teresa	99-00:171	645.00
McEntire-Orbach, Teresa	99-00:171	645.00
McEntire-Orbach, Teresa	99-00:171	645.00
McEntire-Orbach, Teresa	99-00:171	516.00
McEntire-Orbach, Teresa	99-00:171	258.00
McEntire-Orbach, Teresa	99-00:171	258.00
McEntire-Orbach, Teresa	99-00:140	500.00
Mineo, Kathryn	99-00:139	140.00

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Mineo, Kathryn	99-00:142	160.00
Monte, Claudia	99-00:184	276.00
Morley, Pam	98-99:642	1,435.00
Nigro, Michael	97-98:549	652.50
Orlowski, Gwen	99-00:123	75.00
Peters, Arnie	99-00:186	240.00
Quispe, Angela	98-99:656	450.00
Quispe, Angela	99-00:61	1,050.00
Quispe, Angela	99-00:63	1,200.00
Quispe, Angela	99-00:64	150.00
Robinson, Betty	99-00:141	805.00
Robinson, Betty	99-00:141	1,150.00
Robinson, Betty	99-00:141	1,150.00
Ryan, Judith	99-00:115	168.00
Santiago, Fernando	99-00:137	900.00
Savino-Roth, Elaine	99-00:56	1,450.00
Scott-Bey, Ron	99-00:73	420.00
Steen, Janet	99-00:210	405.00
Sulley, Robert	99-00:58	1,710.00
Sulley, Robert	99-00:136	900.00
Thompson, Selena	99-00:134	158.58
Valentin, Carmen	99-00:120	99.00
White Robert	98-99:643	750.00
Wiley, Charles	99-00:114	175.00

\$ 47,754.43

(b) BE IT RESOLVED that the following list of individuals who have successfully completed assignments for the Division of Corporate and Community Education and are entitled to payment from the Division of Corporate and Community Education accounts for August 1999 be approved for the indicated amounts listed below beginning with the name Education To Go and ending with the name Education To Go for the total amount of \$1,421.00 from (budget code 1-520000-9225-1-00):

<u>NAME</u>	<u>CONTRACT NO.</u>	<u>AMOUNT</u>
Education To Go	98-99:513	\$ 232.00
Education To Go	98-99:513	290.00
Education To Go	98-99:514	232.00
Education To Go	98-99:514	145.00
Education To Go	98-99:515	203.00
Education To Go	98-99:515	58.00
Education To Go	98-99:516	116.00
Education To Go	98-99:516	145.00
		<hr/>
		\$ 1,421.00

DIVISION OF STUDENT SERVICES

(a) BE IT RESOLVED that the following Academic Advising payroll for July 1999, in the Division of Student Services be approved beginning with the name Nancy Bailey and ending with the name Frances Stevens, for a total amount of \$7,378.00 (budget code 1-112000-9155-1-00):

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<u>NAME</u>	<u>AMOUNT</u>
Nancy Bailey	\$ 93.00
Xenia Balabkins	286.75
Louise Bernbaum	186.00
Marge Cullen	178.25
Naresh Dhandra	325.50
John Evancho	310.00
Leah Ghiradella	263.50
Camille Gutmore	1,007.50
Jeffrey Hochbaum	372.00
Theresa Holt	682.00
Rita Kinkhabwala	186.00
William Kleinelp	294.50
Kimberly Krapels	155.00
Nancy Lasek	302.25
Albert Nicolai	465.00
Jerry Olson	139.50
Jeanne Osborne	666.50
Art Peterson	356.50
Nicholas Picioccio	937.75
Frances Stevens	<u>170.50</u>
TOTAL	\$ 7,378.00

TESTING & TUTORING DEPARTMENT

- (a) BE IT RESOLVED that the following personnel actions in the Testing & Tutoring Department through August 17, 1999 be approved:

Appointments:

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>COMPENSATION</u>
Mary Lynch	Workshop Coordinator	105.72
Gert Coleman	Workshop Coordinator	105.72
Saul Kelton	Workshop Coordinator	105.72
Theresa Holt	Workshop Coordinator	105.72

After discussion, the motion was unanimously carried.

SECTION 8 - POLICIES

Mr. Figg moved, seconded by Mr. Bellizio, for adoption of resolution (a):

SEXUAL HARASSMENT POLICY

- (a) WHEREAS, the College's Sexual Harassment Policy was adopted by the Board of Trustees in January, 1987; and

WHEREAS, this area of the law has changed significantly since 1987; and

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WHEREAS, the College's Sexual Harassment Committee reviewed and updated the existing Policy; and

WHEREAS, the College's labor counsel, Jackson, Lewis, Schnitzler & Krupman, further modified and recommended the updated Policy,

NOW, THEREFORE, BE IT RESOLVED that the Sexual Harassment Policy For College Employees and Students, as updated, be adopted by the Middlesex County College Board of Trustees, effective September 1, 1999.

After discussion, the motion was unanimously carried.

Mr. Figg moved, seconded by Mrs. Kurtz, for adoption of resolution (b):

AFFIRMATIVE ACTION PLAN

(b) WHEREAS, the College's Affirmative Action Plan was adopted by the Board of Trustees in 1974 and was revised in 1981; and

WHEREAS, the College's Affirmative Action Committee updated the Plan to conform with the College's organizational procedures and current law; and

WHEREAS, the College's counsel, Wilentz, Goldman & Spitzer, reviewed and recommended the Plan with modifications,

NOW, THEREFORE, BE IT RESOLVED that the Affirmative Action Plan, as updated, be adopted by the Middlesex County College Board of Trustees, effective September 1, 1999.

After discussion, the motion was unanimously carried.

SECTION 9 - MISCELLANEOUS

Mr. Figg moved, seconded by Mr. Bellizio, for adoption of resolution (a):

- (a) BE IT RESOLVED that the invoice for services rendered by the firm of Jackson, Lewis, Schnitzler and Krupman be approved in the amount of \$10,998.50 for the period June 1, 1999 through June 30, 1999, for services rendered relating to labor relations, EEO and other personnel matters.

After discussion, the motion was unanimously carried.

GENERAL

Mr. Katcher moved, seconded by Mr. Bellizio, for adoption of the following resolution:

1. WHEREAS, the Board of Trustees elected to present an award each year to an individual who represents the public commitment and spirit of volunteerism exemplified by Paige L'Hommedieu, the first Chairman of the Board of Trustees of Middlesex County College; and

WHEREAS, George J. Otlowski, Sr. has compiled an impressive record of public service through elected office and community activities; and

WHEREAS, George J. Otlowski, Sr. effectively represented the 19th Legislative District in the New Jersey State Assembly for eighteen years; was a member of the Middlesex County Board of Chosen Freeholders for eighteen years, serving as Freeholder Director for five of those years; and as Mayor of the City of Perth Amboy for thirteen years; and

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WHEREAS, among his many accomplishments as an elected official were numerous important initiatives in the areas of health care and education, including a central role played in the creation of Middlesex County College; and

WHEREAS, George J. Otlowski, Sr. has also been a leader in support of many charitable organizations including the Cerebral Palsy Center, the Middlesex and Somerset County Multiple Sclerosis Society, the Educational Foundation of the Neighborhood House, and the American Heart Association, Middlesex division,

NOW, THEREFORE, BE IT RESOLVED that George J. Otlowski, Sr. be nominated to receive the 1999 L'Hommedieu Award in recognition of a career and a life that have exemplified the spirit of that award.

After discussion, the motion was unanimously carried.

REPORT OF COUNSEL

No report.

REPORT OF THE PRESIDENT

Dr. Bakum presented an overview of his report for the month of August 1999 (copy attached to Minutes).

AUDIENCE

No comments.

GENERAL

Mr. Wernik said he could think of no person more deserving of this year's L'Hommedieu award than George Otlowski, Sr. He commented that Mr. Otlowski had helped countless residents of Middlesex County during his many years in local and state government.

There being no further business, the meeting was adjourned at 8:05 p.m. Chairman Wernik announced that the next regularly scheduled meeting of the Board of Trustees will take place on Wednesday evening, September 22, 1999.

HOWARD BELLIZIO
Secretary

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JOINT PURCHASING PARTICIPATION AGREEMENT
for the
COUNTY COLLEGE JOINT PURCHASING CONSORTIUM

THIS AGREEMENT is entered into this _____ day of _____ 1999, among the county colleges of the State of New Jersey listed on Schedule A (referred to individually as a "Member" and collectively as the "Members") which have signed this Agreement agreeing to be bound by its terms.

WITNESSETH:

WHEREAS the Members desire to form a voluntary joint purchasing consortium under the auspices of the New Jersey Council of County Colleges (the "Joint Purchasing Consortium" or "JPC") pursuant to N.J.S.A.18A: 64A-25.10 for the purpose of effecting substantial economies in the purchase of goods and services; and

WHEREAS the Members desire to provide for the JPC's organization and management; and

WHEREAS each Member relies on and is intended to be the beneficiary of the terms of this Agreement and has approved the signing of the Agreement by appropriate Resolution of its Board of Trustees;

NOW, THEREFORE, in consideration of the mutual promises made herein, the Members agree as follows:

1. **Definitions.** As used throughout this Agreement, the following words shall have the meanings set forth herein:
 - a) "*Lead College*" means the Member designated by the Coordinating Board to act as Purchasing Agent for the JPC by assuming the responsibility of soliciting proposals or advertising for bids, as appropriate, and awarding contracts to be offered to the Members for a particular service or good.
 - b) "*Coordinating Board*" means the body charged with administrative oversight of the JPC, consisting of one representative designated by each Member.
 - c) "*Base Annual Participation Fee*" means the yearly fee paid by a Member to cover costs associated with the operation of the JPC.
 - d) "*Additional Assessment*" means the additional fee paid by a Member based on volume of purchases to defray operational expenses.

- e) *“Special Assessment”* means a fee imposed on Members by a three-fourths majority of the Coordinating Board to meet extraordinary fiscal year expenses including the obligation of Members to indemnify against bid solicitation and award claims as set forth in paragraph 8(d)(i) of this Agreement and any other extraordinary expenses which are incurred by the JPC for the benefit of all Members.
2. **Name.** The name of the JPC shall be the “County College Joint Purchasing Consortium.”
3. **Purpose.** The purpose of the JPC shall be to achieve economies for its Members in the purchase of goods and services through joint purchasing, including all activities and undertakings reasonably related or incidental to this activity.
4. **Term.** This Agreement shall be for an initial term expiring June 30, 2000, which term shall be self-renewing for successive one year terms beginning on July 1 of each year, provided that any Member may withdraw from participation in the JPC effective as of the end of the fiscal year by providing written notice of withdrawal to the Coordinating Board Secretary at least ninety (90) days prior to the end of the fiscal year as set forth in paragraph 12 below.
5. **Additional Members.** Additional county colleges may become Members of the JPC by executing the Rider Agreement attached to this Agreement and delivering payment of the Base Annual Participation Fee, provided that no Additional Member may participate in any project for which contract proposals or bids have been solicited prior to delivery of the Rider Agreement to the Secretary of the Coordinating Board.
6. **Responsibilities of the Coordinating Board.** The Coordinating Board shall have the authority to make the following decision on behalf of the JPC:
- a) *Management of Day-to-Day Business.* By majority vote, the Coordinating Board shall:
- i) adopt by-laws governing the work of the Coordinating Board;
 - ii) adopt rules and regulations as needed for the organization and operation of the JPC which shall be consistent with the terms of this Agreement;
 - iii) approve the yearly administrative budget for the JPC;
 - iv) determine a formula for the assessment of administrative costs among the Members;
 - v) maintain in the name of the New Jersey Council of County Colleges a segregated operating account for the JPC;

- vi) determine the goods and services for which contracts should be jointly solicited;
- vii) designate a Lead College to serve as Purchasing Agent for the JPC for each contract solicited; and
- viii) in conjunction with the Purchasing Agent for each contract, prepare, review and approve bid specification.

b) *Extraordinary Decisions.* Notwithstanding any other provision of this agreement, a decision on any of the following matters shall require the approval of three-quarters of the Coordinating Board:

- i) Amendments of this Agreement;
- ii) Discontinuance of the JPC;
- iii) Special Assessment.

7. **Responsibilities of the Lead College as Purchasing Agent.** For each contract solicitation approved by the Coordinating Board, the Purchasing Agent designated by the Coordinating Board shall:

- a) conduct the bidding or RFP process using bid specifications approved by and prepared in conjunction with the Coordinating Board;
- b) ensure that the contract solicitation and award complies with N.J.S.A.18A: 64A-25.1 *et seq.*;
- c) ensure that all contract solicitation documents, whether for use in the bidding or RFP process, contain the following language regarding bid disputes:

“Bidder acknowledges that this bid and the award of a contract are governed by the County College Contracts Law, N.J.S.A.18A: 64A-25.1 *et seq.*, and that any legal challenges to the bidding process, the award or non-award of a contract, or the rejection of any bids, must be pursued before the Board of Trustees of _____ (Lead College) in accordance with P.L.1994 Ch. 48, Sec. 6 (f). The challenge or objection must be presented by filing a petition with the secretary of the Board of Trustees within ten (10) calendar days of the decision to award or not award a contract. Proceedings on the petition shall be governed by the Rules Governing Hearings Before the Board of Trustees of the _____ County College, which rules may be obtained at the office of the College President.”

- d) require the successful bidder/vendor to agree to extend the contract terms to all Members of the JPC;
- e) receive and hold any bid security required by the bid specifications or RFP;
- f) review the bids or proposals received in response to the bid solicitation, determine the qualifications and responsibility of the bidders, reject any bids that do not conform to the specifications, determine any bid disputes, select the successful bidder and arrange for its Board of Trustees to award the contract on behalf of the JPC;
- g) notify the successful bidder/vendor and the Members of the award of the contract;
- h) submit vouchers for reimbursement for specifically identifiable administrative costs for services rendered to the JPC as Purchasing Agent. The Purchasing Agent shall submit a voucher for payment along with proof of expenses to the Coordinating Board for approval.

8. **Rights and Responsibilities of Members**

- a) *Contracting With Vendors.* Each Member in its own name shall have the option to contract directly with the successful vendor within sixty (60) days of the Purchasing Agent's notification to the vendor of the contract award, or such longer period as the vendor may authorize in writing.
- b) *Contract Administration.* Each Member which enters into a contract with a vendor shall conduct contract administration and payment processing directly with the vendor and not through the JPC. Each Member shall be liable only for goods and services ordered by and received by it and none assumes any additional liability by entering into this Agreement except as set forth in subparagraph (d) below and for JPC fees and assessments as set forth in paragraphs 9,10 and 11 below.
- c) *Right to Conduct Individual Solicitations.* The award of a contract by the Lead College acting as Purchasing Agent shall not obligate any Member, including the Purchasing Agent, to enter into a contract with the successful bidder or vendor. Nothing in this Agreement shall limit the authority of any Member to award contracts of purchase, with or without advertising, individually and on its own behalf by conducting a contract solicitation independently of that conducted by the JPC.
- d) *Indemnification.* By entering into this Agreement, each Member agrees to the following indemnification provisions:
 - i) *Bid Disputes.* Each Member agrees to indemnify and save harmless the New Jersey Council of County Colleges, the Purchasing Agent, and the

JPC from claims, liabilities and expenses, including bid dispute litigation, arising out of the solicitation and award of contracts on behalf of the JPC. A Purchasing Agent will be indemnified in its capacity as Purchasing Agent only and not in its capacity as a Member. The obligation to indemnify under this subparagraph shall be shared and apportioned equally among the institutions who were members of the JPC at the time of the occurrence giving rise to the bid dispute.

- ii) *Institutional Contractual Liability.* Each Member agrees to indemnify and save harmless the New Jersey Council of County Colleges, the Purchasing Agent, and the JPC from claims, liabilities and expenses arising from claims based upon the terms of any contract entered into directly between the Member institution and a vendor solicited by the JPC.

9. **Base Annual Participation Fee.** Each Member shall pay a Base Annual Participation Fee of \$1,000.00 for all or any part of the fiscal year during which it is a member in the JPC. During a Member's initial year of membership, the fee shall be paid simultaneously with delivery of an executed copy of this Agreement or the attached Rider Agreement. Thereafter, the fee shall be paid by July 1.
10. **Additional Assessment.** In order to fully fund the administrative costs of the JPC, in addition to the Base Annual Participation Fee, each Member shall pay an Additional Assessment based on that Member's volume of purchases for the prior fiscal year according to a formula determined by the Coordinating Board. The Additional Assessment shall be paid with the Base Annual Participation Fee.
11. **Special Assessment.** In any fiscal year in which the JPC incurs extraordinary expenses, including, but not limited to the obligation of the Members under paragraph 8(d)(i) to indemnify against bid dispute claims, the Coordinating Board shall determine the amount necessary to meet the extraordinary expenses which shall be apportioned among the Members as a Special Assessment. Special Assessments shall be apportioned equally among those Member institutions who were Members at the time of the event or occurrence upon which the Special Assessment is based without consideration for the volume of purchases of a Member or whether Members participated in contracts during the fiscal year. Special Assessments shall be payable within thirty (30) days from a Member's receipt of notification from the Coordinating Board that a Special Assessment has been set.
12. **Withdrawal of a Member.** A Member may withdraw from the JPC effective at the end of the fiscal year, provided that the Member has given ninety days written notice of its intent to withdraw to the Secretary of the Coordinating Board and has paid all fees due the JPC, including any additional or special assessments as described in paragraphs 10 and 11 above. No withdrawing Member shall be entitled to enter into a JPC awarded contract after the effective date of its withdrawal from the JPC.

13. **Authority to Enforce Agreement.** The Members acknowledge that this Agreement is entered into under the auspices of the New Jersey Council of County Colleges and therefore agree that the New Jersey Council of County Colleges has the authority on behalf of the Members to take appropriate actions to enforce this Agreement. The enforcement authority of the New Jersey Council of County Colleges is in addition to the authority each Member retains to enforce the Agreement as a beneficiary of the terms of this Agreement.

14. **Miscellaneous.**

- a) *Notices.* All notices under this Agreement shall be in writing and shall be given to the Members entitled thereto by personal service or by certified or registered mail, return receipt requested at the address in this Agreement or Rider Agreement, or at a change of address previously delivered to the Secretary of the Coordinating Board. Notices shall be effective only upon actual receipt.
- b) *Validity of Agreement.* The invalidity of any portion of this Agreement shall not affect the validity of the remainder hereof.
- c) *Titles and Captions.* Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.
- d) *Applicable Law.* The terms and provisions of this Agreement and any dispute arising hereunder shall be governed by the laws of the State of New Jersey.
- e) *Entire Agreement.* This Agreement is the final integration of the agreement of the parties and supersedes any prior oral or written understanding or agreements with respect to the matters covered by it.

IN WITNESS WHEREOF, the undersigned institution has executed this Agreement, intending to be bound thereby, as of the date first above written.

Middlesex County College

By: _____
Name

Title

SEXUAL HARASSMENT POLICY
FOR COLLEGE EMPLOYEES AND STUDENTS

Middlesex County College reaffirms its desire to create an academic/work environment for all students, faculty and staff that is not only responsible but supportive and conducive to the achievement of educational/career goals on the basis of such relevant factors as ability and performance. All students, faculty and staff at Middlesex County College have the right to an environment which allows them to enjoy the full benefits of their work or learning experiences.

Therefore, it is the policy of the College to prohibit sexual harassment from occurring at the College or at any other location where a College-sponsored event takes place. The purpose of this policy is not to regulate personal morality or to encroach upon one's personal life, but to demonstrate a strong commitment to maintaining a working and learning environment free of harassment.

Sexual harassment is prohibited by the Civil Rights Act of 1964, Title VII, Section 703, and by the Education Amendment of 1972, Title IX. Middlesex County College intends to abide by the law. Immediate and appropriate corrective action will be taken should any student, faculty member, staff or administrative employee who engages in behavior contrary to this policy or who engages in any form of retaliation against individuals who report unwelcome conduct or who cooperate in the investigation of such reports in accordance with this policy.

DEFINITION - SEXUAL HARASSMENT

The Equal Employment Opportunity Commission (EEOC) defines sexual harassment as unwelcomed sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or status in an educational course, program or activity; or
2. submission to, or rejection of such conduct is used as a basis for employment or educational decisions affecting an individual; or
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance, or of creating an intimidating, hostile, or offensive working/learning environment.

Sexual harassment may include repeated offensive or unwelcome sexual flirtations and advances, verbal comments, jokes or innuendos of a sexual nature, words of a sexual nature used to describe a person or depict a situation, or the display of sexually suggestive objects or pictures.

Forms of sexual harassment include:

Sexism: sexist remarks or behavior

Sanction-free advances: sexual propositions or inappropriate behavior (touching, patting, caressing, kissing, sexual comments, sexual conversation, etc) which occur without threat of punishment or promise of reward

Advances with consequences: sexual propositions, behavior, and or conversation accompanied by promised rewards or threat of punishment concerning compliance

Assault: Physical violence or unwanted sexual intimacy, either following or apart from sexual propositions, behavior, or conversation

SEXUAL HARASSMENT COMPLAINT PROCEDURE

Purpose: The Sexual Harassment complaint Procedure is to provide an internal monitoring process to investigate and alleviate sexual harassment complaints of employees and students.

Complaint: Any allegation by an employee(s) or students(s) that he/she has been the victim of sexual harassment, but shall not include any allegation currently pending or filed with:

1. any union,
2. a governmental agency responsible for reviewing or investigating alleged discrimination practices,
3. any courts,
4. any other grievance or complaint procedure.

By filing a complaint under this procedure, the complainant agrees to exhaust this procedure before filing any complaint with the above listed bodies.

If an investigation confirms that harassment has occurred, the College will take appropriate action which may, in the College's discretion, include discipline up to and including discharge or expulsion of the offender.

Neither employees nor students will be subject to retaliation, intimidation or discipline as a result of making a complaint of sexual harassment. Disciplinary action up to and including discharge or expulsion may also be taken against anyone who knowingly makes a false, meritless or malicious claim of sexual harassment.

If a formal complaint is against one of the individuals who is designated to receive the complaint, the complainant may file the complaint with one of the other officials listed at Step Two or with the Affirmative Action Officer

I. Informal Procedure

Research has shown that the majority of complainants simply want the behavior stopped and prefer to use informal channels. The outcome should be conciliation, not sanctions.

1. The complainant arranges to meet with one of the following trained facilitators. These facilitators include male and female faculty members, counselors and administrators. Their names and office locations are found on the back of the Sexual Harassment brochure which is available in the Human Resources Department as well as in any office on campus.

The complainant may select any one of above mentioned facilitators from a list provided by the College. (Contact the Dean of Student Services, the Affirmative Action Officer, the College Nurse, any Division Dean or Department Chairperson, or the Counseling and Placement office for the list.)

2. A private interview is held for the purpose of consultation and information. Advice and guidance on both informal and formal procedures for resolution of the problem will be given. Confidentiality will be observed provided it does not interfere with the College's ability to investigate or to take corrective action.
3. Upon assessing the probability of resolving the issue, the facilitator shall decide whether the formal procedure should follow or may intervene and attempt to resolve the problem informally. If, however, the complainant does not wish to proceed informally, the investigation should be conducted within the formal procedure guidelines. Efforts to investigate or resolve the complaint must be expedited and performed on as timely a basis as possible.

II. Formal Procedure

If the complaint cannot be resolved informally to the satisfaction of the complainant, or if the complainant chooses to begin the complaint at the formal step of this procedure, the complaint shall be

described in detail or put in writing and shall include the individual's version of the dispute, the names of any individuals attempting to resolve the dispute, and any other pertinent information.

If the informal step was utilized, the facilitator shall write a report summarizing the steps taken at the informal step to mediate or conciliate the dispute. The report must be prepared upon the submission of the written complaint under this step. Reports under the informal procedure shall be retained in the Counseling Dept. and reports under the formal procedure shall be retained in the Office of the Executive Director, Human Resources until the formal process is concluded. Thereafter, they shall be retained in the employee's personnel file and/or the student's file. While the formal process is pending, if the individual against whom the complaint is made is scheduled for any personnel action prior to the conclusion of the formal process, the Executive Director, Human Resources shall transfer the file to the President.

1. The written complaint and other written documentation must be forwarded to the following College officials:
 - A. Students submit complaint to the Dean of Student Services.
 - B. Faculty and administrators submit complaints to the Vice President for Academic Affairs.
 - C. All support staff submit complaints to the Director of Human Resources.
 - D. If any of the above administrators are the subject of the complaint, the complaint shall be forwarded to the President's office.

2. The designated College official to whom the complaint was submitted will contact the appropriate administrator and the Executive Director of Human Resources and Labor Relations. The written response shall be retained in the appropriate file in the office of the Executive Director, Human Resources until the formal process is concluded. Therefore, it shall be retained in the employee's personnel files and/or the student's file.

While the formal process is pending, if the individual against whom the complaint is made is scheduled for any personnel action prior to the conclusion of the formal process, the Executive Director, Human Resources shall transfer the file to the President.

3. A written response will be provided to the complainant and the subject of the investigation. The written response shall be retained in the appropriate file in the Office of The Executive Director, Human Resources until the formal process is concluded. Thereafter, it shall be retained in the employee's personnel files and/or the student's file.

While the formal process is pending, if the individual against whom the complaint is made is scheduled for any personnel action prior to the conclusion of the formal process, the Executive Director, Human Resources shall transfer the file to the President.

4. Within 10 working days of receipt of the response, either the complainant or the subject of the investigation may appeal the written response by sending a written request to the Affirmative Action Officer.
5. The Affirmative Action Officer will then conduct a fact finding with the interested parties present.
6. A written decision will be rendered within 7 working days of the hearing. If warranted, the decision shall include recommendations for disciplinary action or penalties.
7. Within 10 working days after receipt of the decision issued by the Affirmative Action Officer, either party may file exceptions to the decision with the President of the College. If exceptions are filed, the Affirmative Action Officer shall submit to the President a written record of the hearing at the previous level and all support documentation collected through the complaint process. Upon receipt of the exceptions, the hearing record, and the support documentation, the President may affirm, modify, or reject the decision rendered by the Affirmative Action Officer.

Miscellaneous

- A. Hearings and meetings held under this procedure shall be conducted at a time and place which will afford a fair and responsible opportunity for all persons entitled to be present to attend.
- B. Persons exercising their rights under this procedure shall be free from any reprisals.

Board of Trustees adoption of Revision: August 25, 1999

MIDDLESEX

C O U N T Y C O L L E G E

AFFIRMATIVE ACTION PLAN

Adopted: July, 1974
Updated: March, 1981
Updated: September, 1999

MIDDLESEX COUNTY COLLEGE
AFFIRMATIVE ACTION PLAN

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SECTION 1

AFFIRMATIVE ACTION AND COMPLIANCE STATEMENT

AFFIRMATIVE ACTION AND COMPLIANCE STATEMENT

Middlesex County College is firmly committed to a policy of Equal Opportunity and Affirmative Action. The College will implement this policy to assure that the educational programs, activities, services, benefits and employment opportunities offered by the College are available to all persons regardless of race, color, national or ethnic origin, ancestry, age, religion, sex, affectional or sexual orientation, marital status, veteran status or disability in accordance with applicable State and Federal laws. Inquiries regarding compliance may be directed to the Affirmative Action Office, Middlesex County College, Academic Services Building, Edison, New Jersey 08818-3050.

SECTION 2

DUTIES AND RESPONSIBILITIES

OF THE

AFFIRMATIVE ACTION OFFICER

SECTION 2

REPLACEMENT OF THE

OF THE

ALTERNATIVE ACTION

DUTIES AND RESPONSIBILITIES OF THE AFFIRMATIVE ACTION OFFICER

The Executive Director of Human Resources & Labor Relations is to develop, modify and revise the College Affirmative Action Plan and to monitor the progress of the Plan. The Executive Director of Human Resources & Labor Relations shall report to the President and work with the President in any and all areas involving College employment practices and affirmative action.

The duties of the Executive Director of Human Resources & Labor Relations shall include but not be limited to the following affirmative action related tasks:

1. Review the basic Affirmative Action Plan and make recommendations, revisions, or modifications as necessary.
2. Present to the President or designee any proposed revisions or modifications of the Plan.
3. Prepare reports for the College and external government agencies on the composition of the College workforce as required.
4. Meet with the campus-wide Affirmative Action Committee periodically to discuss the latest regulations, guidelines and/or court rulings and other relevant areas of interest and receive feedback from the Committee.
5. To oversee recruiting activities in local community areas and other appropriate areas for qualified persons for all staff replacements.
6. Be knowledgeable of other Affirmative Action Plans.
7. Be available to supervisors for consultation on affirmative action related personnel practices.
8. Certify that the names of persons being recommended for positions have been selected in compliance with the Affirmative Action Plan and Procedures.
9. Investigate allegations of discrimination by staff members within the College and precounsel staff members to help them understand the College Affirmative Action Grievance Procedure.

**DUTIES AND RESPONSIBILITIES OF THE
AFFIRMATIVE ACTION OFFICER**

10. Be the agent for the College in matters regarding affirmative action.
11. Conduct, arrange and document appropriate in-service training seminars for the faculty and staff relative to Affirmative Action, Human Resources and compliance with applicable government laws, regulations and statutes.

SECTION 3

AFFIRMATIVE ACTION PERSONNEL PROCEDURES

AFFIRMATIVE ACTION PERSONNEL PROCEDURES

MEANS OF ACHIEVING GOALS

Each organizational unit head shall analyze his/her operation for the purpose of reviewing the unit's practices and will report to the President, or appointed designee, any area that may be deficient in equal opportunity.

RECRUITMENT

Whenever a vacancy occurs in an area that has been identified as lacking in representation of minority/female and persons with disabilities, the appropriate units of the College will do the following:

1. Evaluate relevant employee applicants for possible promotion or transfer.
2. Contact appropriate recruiting sources from those maintained by the Human Resources Office.
3. Utilize minority/female and persons with disabilities oriented organizations and publications depending on the position and coverage needed.

ORGANIZATIONS

Notification of pending vacancies for all relevant positions will be sent to organizations representative of minorities, women and persons with disabilities. An annually updated list of such organizations is available in the Human Resources Office.

PUBLICATIONS

The College will identify itself as an Equal Opportunity Employer, male/female in all employment advertising.

Additionally, care will be taken to ensure that the contents of any advertisement will in no way infer, directly or indirectly, any preference for any type of applicant based on race, color, national or ethnic origin, ancestry, age, religion, sex, affectional or sexual orientation, marital status, veteran status or disability unless such preference is based on a bona fide occupational qualification granted by the Division of Civil Rights, pursuant to N.J.A.C. 13:11 et. seq.

SELECTION CRITERIA

In order to ensure that applicants will have the same opportunity to be evaluated for positions based solely on said applicants' ability to perform the job, the College will strive to do the following:

AFFIRMATIVE ACTION PERSONNEL PROCEDURES

SELECTION CRITERIA (CONT'D.)

1. Each job description will be analyzed to determine whether or not the stated prerequisites are job-related before it is posted as an opening. Reasonable modifications to and restructuring of job duties may be made, where necessary, to accommodate the known limitations of otherwise qualified disabled individuals. Any employment prerequisites that cannot be shown to be essential to the performance of the job will not be utilized. For example:
 - a. If the hiring is contingent on successful completion of a test, the test must first be approved by the Affirmative Action Officer.
 - b. No height and weight requirements will be used unless job-related.
 - c. No physical strength or agility criteria will be used unless job relatedness can be proved and the same criteria are applied to all applicants.
 - d. No minimal education requirements will be applied in the non-academic area unless validated.
 - e. No minimal training or experience criteria will be used unless it can be shown that no one without said training or experience can satisfactorily perform the job duties.
 - f. As an affirmative action measure, the College through its employment application permits applicants to voluntarily declare their status as an individual with a disability. No other preemployment inquiries regarding the nature and severity of a disability are permitted in the selection process except those inquiries that are related to essential job functions and the applicant's ability to perform them effectively and safely.
 - g. Employees with disabilities will be evaluated on the basis of objective and job-related criteria.

AFFIRMATIVE ACTION PERSONNEL PROCEDURES

APPLICANT FILE

All persons may submit resumes regardless of whether vacancies exist at the time. These resumes will only be considered for open positions which match the applicant's area of expertise at the time they apply. If there is no vacancy, the application will be kept on file for six (6) months.

SUPPORT STAFF PROMOTION

See current A.F.S.C.M.E. contract for job posting policies.

DISCHARGE

When a high turnover of protected class persons exists, the Executive Director of Human Resources and Labor Relations will conduct an investigation to ensure that such turnover is not the result of any discriminatory actions.

IMPLEMENTATION OF AFFIRMATIVE ACTION PLAN

The Affirmative Action Plan will be available for review in the Office of Human Resources. This plan shall be distributed to new employees during orientation.

The Executive Director of Human Resources and Labor Relations, and the Human Resources staff, under the direction of the President, are responsible for implementation of specific functions of the Affirmative Action Plan; however, the entire College community is also expected to abide by the provisions and requirements of the plan.

Meetings will be conducted periodically by the Executive Director of Human Resources and Labor Relations for the purpose of explaining said program and any amendments to the College community.

AFFIRMATIVE ACTION PERSONNEL PROCEDURES

HIRING OF ADMINISTRATIVE AND SUPPORT STAFF

In order to make every reasonable effort to increase the number of minority employees at Middlesex County College, the following procedure will become an essential part of the hiring process. All supervisors will be responsible for implementing this procedure.

1. When a vacant position is to be filled, the appropriate supervisor will review the department's record of hiring minorities.
2. Although there are no specific "appropriate" numbers of minority members for each department, the Supervisors should be cognizant of the availability of minority members in the field.
3. The Supervisor should consider the opportunities which may be available to increase the minority applicants in the candidate pool.
4. The Supervisor should set fourth a specific plan of action which is feasible from economic and practical standpoints.
5. The Human Resources Office and the Affirmative Action Officer will be available to provide advice and guidance whenever it is required.
6. The hiring package submitted for Affirmative Action approval should include:
 - a. A copy of the Job Opportunity for the position.
 - b. A completed Personnel Recruitment Summary form.
 - c. Interview sheets for all candidates who were interviewed for the position.
 - d. All resumes/applications from the pool of candidates who applied for the position.
 - e. A completed MCC application and resume for the candidate who is being recommended.
 - f. A completed MCC application and resume for at least one (1) alternate candidate.

AFFIRMATIVE ACTION PERSONNEL PROCEDURES

HIRING OF FULL-TIME FACULTY MEMBERS

In order to make every reasonable effort to increase the number of full-time minority faculty members at Middlesex County College, the following procedure will become an essential part of the faculty hiring process. All deans, directors and chairpersons will be responsible for implementing this procedure whenever they hire one semester, one year only and tenure track faculty members. This procedure is an elaboration and documentation of our existing policy.

1. When a vacant faculty position is to be filled, deans, directors and chairpersons will review the department's record of hiring minority faculty members.
2. Although there are no specific "appropriate" numbers of minority faculty members for each department, the deans, directors and chairpersons should be cognizant of the availability of minority faculty members in the discipline.
3. The deans, directors and chairpersons should discuss the opportunities which may be available to increase the minority applicants in the candidate pool.
4. The deans, directors and chairpersons should agree on a specific plan of action which is feasible from economic and practical standpoints. The purpose of this is to ensure that all reasonable efforts are pursued.
5. The Human Resources Office and the Affirmative Action Officer will be available to provide advice and guidance whenever it is required.
6. The hiring package submitted for Affirmative Action approval should include:
 - a. A copy of the Job Opportunity for the position.
 - b. A completed Personnel Recruitment Summary form.
 - c. A completed Full-time Faculty Recommendation form for each successful candidate.
 - d. Interview sheets for all candidates who were interviewed for the position.

AFFIRMATIVE ACTION PERSONNEL PROCEDURES

HIRING OF FULL-TIME FACULTY MEMBERS (CONT'D.)

- e. A completed MCC application and resume for the candidate who is being recommended.
- f. A completed MCC application and resume for at least one (1) alternate candidate.
- g. All resumes/applications from the pool of candidates who applied for the position.
- h. The Search Process form must also be included and signed by the appropriate dean.

SECTION 3

AFFIRMATIVE ACTION PERSONNEL PROCEDURES (CONT'D.)

RECRUITMENT SCREENING PACKAGE

SEARCH PROCESS FORM

Date

1. Title of Position: _____

2. Department: _____

3. Date of Hire: _____

4. The following persons conducted the interviews:

5. The following special efforts were made to increase the number of minority candidates in the applicant pool:

Chairperson/Director

Date

Dean

Date

PERSONNEL RECRUITMENT SUMMARY FORM

POSITION PROFILE

Job Title _____

Department _____

Budget Code _____

RECRUITMENT PROCEDURE

- Our recruitment for this position followed the College Personnel Recruitment Procedure.
- We departed from the College Personnel Recruitment Procedure. (Include any persons or organizations contacted to fill this position.)

APPLICANT PROFILE

	No. of Applicants		No. of Applicants Interviewed	
	Male	Female	Male	Female
RACE/ETHNIC				
White _____				
Black _____				
Hispanic _____				
American Indian/ Alaskan _____				
Asian/Pacific Islander _____				
Unknown _____				

Total Number of Applicants _____

Total Number of Interviews _____

APPLICANTS WHO DECLINED JOB OFFER

Name and Address	Race	Sex

SUCCESSFUL APPLICANT

Name _____

Address _____

Telephone # _____

Race _____ Sex _____

Recommended starting salary _____

Recommended hire date _____

APPROVAL

Signature _____

Date _____

This form is as complete and accurate as possible in view of the information available to me. All records and vitae accumulated in filling this position will be filed for a period of two years from this date to permit review by authorized persons.

Signature _____

Title _____ Date _____

MIDDLESEX COUNTY COLLEGE

Edison, New Jersey 08818

REVIEW SHEET OF INTERVIEWED APPLICANT

DATA INFORMATION

Indicate only one answer for each of the three categories.
(Race/Ethnic definitions are listed on back of this sheet.)

- Sex**
 Male
 Female

- Race/Ethnic**
 White, not of hispanic origin
 Black, not of hispanic origin
 Hispanic
 American Indian or Alaskan Native
 Asian or Pacific Islander

- MCC Employee**
 Yes
 No

APPLICANT INFORMATION - Complete all information.

Name _____

Address _____

Telephone # _____

Position Interviewed for _____

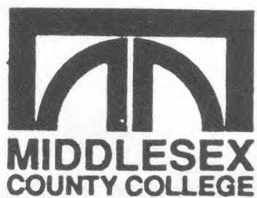
Date of Interview _____

INTERVIEW/EVALUATION

RESULT OF INTERVIEW

Signature of Interviewer

Date



FULL-TIME FACULTY RECOMMENDATION

(Do not separate any pages of this form.)

Check one: one-year only one-semester only tenure track 12-month

NAME: _____ SOC. SEC. # _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ TEL. NO. (____) _____

Department _____ Budget Code _____

Semester/Year Fall _____ Spring _____ Full year _____

Start Date _____ Salary _____ Rank _____

Is this a replacement? Yes No If yes, for whom _____

1. Has the applicant had prior teaching experience at MCC ?

Full-Time Part-Time Day Part-Time Evening

Department: _____

Semesters/Years Employed: _____

2. Candidate is qualified to teach courses in: _____

3. Attach and check off appropriate box for the following enclosed documentation: (originals only, please)

Application Transcripts Resume Minimum two (2) letters of reference

The following documentation is not available today, but will be forthcoming to Vice President for Academic Affairs shortly. (Please list what documentation is missing.)

4. Comments _____

5. Administrative Approvals:

Department Chair: _____ Date: _____

Division Dean: _____ Date: _____

Budget Director: _____ Date: _____

Affirmative Action Officer: _____ Date: _____

Vice President for Academic Affairs: _____ Date: _____

Recommended for: _____ Board action.

(to be completed by the Office of the Vice President)

REASONS FOR NON-SELECTION

Administrative

1. Accepted another job offer.
2. Candidate selected was more qualified for the position.
3. Offered position but declined.
4. Asked not to be considered.
5. Accepted another position within the College.
6. Not available for interview.
7. No-show for interview.
8. Could not be reached to schedule interview.
9. Requires higher salary than offered.
10. Not interested in full-time employment.
11. Candidate does not possess the degree(s) specified in job description.
12. Insufficient substitution of work experience and/or education.
13. Does not have sufficient related work experience.
14. Does not have sufficient technical competence in related area.
15. Does not have sufficient supervisory experience.
16. Does not have sufficient administrative experience.
17. Interview revealed communication problem (or language barrier).
18. History of difficult interpersonal relationships. (Please use only where history truly exists and can be documented.)
19. Potential conflict of interest with College's interests.
20. Contributions in the service area were insufficient (may include lack of participation in state or national organizations as well as lack of participation in College commitment).
21. Unable to verify references (see attached explanation).
22. Other - see attached explanation.

REASONS FOR NON-SELECTION

Non-Academic (Support Staff)

1. Accepted another job offer.
2. Candidate selected was more qualified for the position.
3. Offered position but declined.
4. Asked not to be considered.
5. Accepted another position within the College.
6. Not available for interview.
7. No-show for interview.
8. Could not be reached to schedule interview.
9. Salary offered not acceptable.
10. Not interested in full-time employment.
11. Low test score.
12. Does not possess required related educational background.
13. Does not possess required related work experience.
14. Does not have sufficient technical competence in related area.
15. Lacked necessary demonstrated skills.
16. Interview revealed communication problem (or language barrier).
17. History of difficult interpersonal relationships. (Please use only where history truly exists and can be documented.)
18. Position not within candidate's career objectives and candidate indicated a conflict of interest.
19. Transportation problem.
20. Unable to verify references (see attached explanation).
21. Other - see attached explanation.

REASONS FOR NON-SELECTION

Academic Position (Faculty)

1. Accepted another job offer.
2. Candidate selected was more qualified for the position.
3. Offered position but declined.
4. Asked not to be considered.
5. Accepted another position within the College.
6. Not available for interview.
7. No-show for interview.
8. Could not be reached to schedule interview.
9. Candidate requires higher salary than authorized.
10. Not interested in full-time employment.
11. Candidate has not completed required degree level.
12. Degree in field not compatible with needs of department.
13. Candidate's area of specialization overlaps significantly with those of current members of department and does not satisfy department needs.
14. Candidate's teaching experience not suitable for this position.
15. Insufficient teaching experience or candidate selected had more teaching experience.
16. Interview revealed that this candidate was not interested in the diversity of teaching assignments required for this position.
17. Did not have sufficient technical competence in primary area.
18. Interview revealed communication problem (or language barrier).
19. History of difficult interpersonal relationships. (Please use only where history truly exists and can be documented.)
20. Lacked qualifications for areas as listed in position description and advertising.
21. Other - see attached explanation.

SECTION 4

INTERNAL AUDIT AND REPORTING SYSTEM

INTERNAL AUDIT AND REPORTING SYSTEM

<p><u>HUMAN RESOURCES DEPARTMENT</u></p>	<p><u>HIRING SUPERVISORS ACADEMIC AND NON-ACADEMIC</u></p>	<p><u>DIVISION HEADS</u></p>	<p><u>EXECUTIVE DIRECTOR OF HUMAN RESOURCES & LABOR RELATIONS</u></p>
<p>Requires all new staff to complete affirmative action cards.</p> <p>Maintains affirmative action cards. Maintains pool of applicants for support, professional and faculty personnel.</p> <p>Arranges for appropriate posting and advertisement of positions.</p> <p>Logs all applications/resumes received and sends acknowledgement letters. Applications/resumes are picked up by the hiring unit.</p> <p>Maintains recruitment screening packages, Affirmative Action paperwork and applications for a two-year period.</p>	<p>Forwards personnel requisition to division head.</p> <p>Completes recruitment screening package for each position being filled as required.</p> <p>Submits name of person nominated for position along with recruitment screening package to division head.</p>	<p>Obtains appropriate sign offs of the division head and the appropriate Vice President as required.</p> <p>Reviews recruitment screening package and forwards to Executive Director of Human Resources and Labor Relations.</p>	<p>Reviews recruitment screening package.</p> <p>Upon completion of review process, signs off on package and forwards to Director of Human Resources for employment processing.</p> <p>Submits revised Affirmative Action Plan to the President.</p> <p>Submits annual staffing reports to the President.</p>

SECTION 5

AFFIRMATIVE ACTION COMMITTEE

AFFIRMATIVE ACTION COMMITTEE

The campus Affirmative Action Committee will be appointed by the President to serve for a period of two (2) academic years. The Committee will consist of no more than nine (9) representatives. Whenever possible, representatives will be appointed from the following sectors of the College community: administration, faculty, students, campus police, clerical/technical and maintenance employees. To further represent the interests of women and minorities, a minimum of three (3) appointments should be reserved for women and three (3) for minority group persons. The Executive Director of Human Resources & Labor Relations shall serve as an advisor to the Committee.

The purpose of the Affirmative Action Committee is:

1. To propose amendments to the campus Affirmative Action Plan consistent with the latest Federal and State laws, regulations, and court decisions.
2. To advise the campus on current issues or decisions in areas dealing with Equal Employment Opportunities and Affirmative Action.
3. To advise and develop, with the Executive Director of Human Resources & Labor Relations, methods of promoting the campus Affirmative Action program.
4. Hear formal Affirmative Action grievances from the College faculty, staff, and students, and submit recommendations to the President.

SECTION 6

SUPPORTIVE IN-HOUSE PROGRAMS

SUPPORTIVE IN-HOUSE PROGRAMS

To strengthen the College's Affirmative Action Plan, the following steps will be taken:

1. Training for Supervisors

At least annually, the Executive Director of Human Resources & Labor Relations will communicate with supervisors through forums and/or written format concerning:

- a. Changes in the College's Affirmative Action Plan;
- b. Changes in new government regulations dealing with affirmative action and/or fair employment practices;
- c. Relevant court decisions dealing with fair employment practices; and
- d. The latest College analyses concerning utilization of minorities and women.

2. Special Interest Projects

The Executive Director of Human Resources & Labor Relations office will work with the Staff Development Committee and other departments in co-sponsoring guest speakers, exhibits, and cultural events giving the general college population greater insights to minorities, women, persons with disabilities, and other protected groups.

The purpose of this document is to provide a comprehensive overview of the recruitment process for the position of [Job Title]. This document is intended for use by the Human Resources Department and is not to be distributed outside of the organization. The information contained herein is confidential and should be treated as such. It is the property of the organization and should not be shared with any third party without the express written consent of the Human Resources Department. Any unauthorized disclosure of this information may result in disciplinary action and/or legal action.

- 1. Recruitment Strategy
- 2. Job Description
- 3. Recruitment Channels
- 4. Interview Process
- 5. Selection Criteria
- 6. Offer and Onboarding

SECTION 7

RECRUITMENT SOURCES

RECRUITMENT SOURCES

The Human Resources Department maintains a listing of recruitment sources for professional and support positions. When vacancies occur, the appropriate sources for the recruitment of protected classes are notified of opportunities for employment at the College. The Human Resources Department periodically updates this listing, eliminating those sources that are ineffective or that no longer exist and adds new sources as they are developed. The types of recruitment sources maintained include, but are not limited to:

1. Community organizations.
2. Organizations serving the special interest of protected classes including women, minorities, the handicapped/disabled and veterans.
3. Professional associations.
4. Job-training centers.
5. State employment offices.
6. Other resources deemed appropriate by the Director for a given vacancy.

SECTION 8

CAMPUS AFFIRMATIVE ACTION GRIEVANCE PROCEDURE

CAMPUS AFFIRMATIVE ACTION GRIEVANCE PROCEDURE

Purpose: The Affirmative Action Grievance Procedure provides a self-policing mechanism to investigate and alleviate grievances of employees alleging employer discrimination, due to race, color, national or ethnic origin, ancestry, age, religion, sex, affectional or sexual orientation, marital status, veteran status or disability in accordance with applicable State and Federal laws.

Complaint: Any allegation by an employee(s) that he/she has been discriminated against due to race, color, national or ethnic origin, ancestry, age, religion, sex, affectional or sexual orientation, marital status, veteran status or disability in accordance with applicable State and Federal laws but shall not include any allegation currently pending or filed with:

1. any union,
2. any governmental agency responsible for reviewing or investigating alleged discrimination or unfair labor practices,
3. any courts,
4. any other grievance or complaint procedure.

By filing a complaint under this procedure, the grievant agrees to exhaust this procedure before filing any grievance with the above listed bodies.

Procedure:

Step One: Informal

When an employee of the College feels that he/she has been discriminated against, the employee shall bring the complaint promptly to the attention of the Executive Director of Human Resources and Labor Relations. Within seven (7) working days, the Executive Director of Human Resources and Labor Relations will meet with the grievant and attempt to resolve the complaint informally.

Step Two: Formal

If the grievance cannot be resolved informally to the satisfaction of the grievant, the complaint shall be presented by two (2) written reports, one by the grievant and one by the Executive Director of Human Resources and Labor Relations. Reports will include:

1. The original complaint of the individual.
2. The individual's version of the dispute.
3. The person(s) involved in the alleged discriminatory offense.
4. The above-mentioned individual's version of the dispute.
5. A summary of the steps taken by the parties to mediate or conciliate the dispute.
6. Other pertinent information.

CAMPUS AFFIRMATIVE ACTION GRIEVANCE PROCEDURE

Step Two: Formal (Cont'd.)

The grievant's written report and the report of the Executive Director of Human Resources and Labor Relations findings shall be forwarded to the person(s) involved in the alleged discriminatory offense.

Upon receipt of the report, the Executive Director of Human Resources and Labor Relations will then have seven (7) working days to resolve the dispute.

If the grievance is not resolved, the grievant's written report, the Director's written findings, and a summary of the Director's attempts to resolve the issue shall be forwarded to the Affirmative Action Committee.

Step Three: Affirmative Action Committee

Within fourteen (14) working days after receiving the report from the grievant and the Executive Director of Human Resources and Labor Relations, a subcommittee of the Affirmative Action Committee will be appointed by the Executive Director of Human Resources and Labor Relations. The committee will consist of five (5) members; one will be appointed chairperson.

Within ten (10) working days after the subcommittee has been appointed, the full subcommittee shall hold a hearing on the grievance.

Within seven (7) working days of the hearing, the subcommittee shall render a recommendation to the President. A minority recommendation may also be filed.

Step Four: President

The President or designee shall receive the recommendation of the Affirmative Action Subcommittee, the written complaint of the grievant, the Director's report and any other relevant evidence. Within seven (7) working days the President or designee shall render a decision.

Miscellaneous

- A. Hearings and meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- B. Time limits provided in this procedure may be extended by mutual agreement.

CAMPUS AFFIRMATIVE ACTION GRIEVANCE PROCEDURE

Miscellaneous (Cont'd.)

- C. Persons exercising their rights under this procedure shall be free of employer reprisals.
- D. If the grievant is not satisfied with the decision, the grievant is free to file the complaint with any governmental agency responsible for reviewing or investigating alleged discrimination or unfair labor practices.
- E. The Committee shall have the responsibility to adopt its own hearing procedures.
- F. All information obtained during this process is expected to be kept confidential by all parties involved.

SECTION 9
PUBLICITY OF AFFIRMATIVE ACTION PLAN

PUBLICITY OF AFFIRMATIVE ACTION PLAN

Internally

A copy of the College Plan will be filed in the Human Resources Department. Employees will receive a booklet explaining their rights under affirmative action. The College community will receive additional information as described in Section 6.

When additional affirmative action information has to be disseminated to the College staff at large, the Executive Director of Human Resources & Labor Relations or designee may use such channels of communications as appropriate.

Externally

The College, through its external communications channels, will indicate that it is an equal opportunity employer and that it has adopted an Affirmative Action Plan.

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The Board of Trustees of the University of Alabama System, in its resolution of June 15, 1967, authorized the Board of Regents of the University of Alabama to enter into an agreement with the Board of Trustees of the University of Alabama System for the purpose of providing for the operation of the University of Alabama System.

It is the policy of the Board of Trustees of the University of Alabama System to provide for the operation of the University of Alabama System in a manner which will be consistent with the best interests of the State of Alabama and the University of Alabama System.

Page 11

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SECTION 10
AMENDMENTS

AMENDMENTS

The Affirmative Action Plan should be a flexible document that can be kept current with legal decisions, the latest legislation and campus programs. Amendments to this Plan will be necessary from time-to-time to fulfill the aforementioned variables.

Proposed amendments to the Plan may be recommended by the faculty, deans, the Affirmative Action Committee or other staff members of the College. After reviewing the proposed amendments in light of current legislation and spirit of the affirmative action concept, the Affirmative Action and Compliance Officer shall present those proposals to the President. The President will then review said proposals and recommend to the Board of Trustees those proposals deemed appropriate by the President.

It should be understood that all major policy procedural changes to the Plan shall be ultimately reviewed and approved by the Board of Trustees.

Middlesex County College
Edison, New Jersey 08818

Date: August 25, 1999

To: The Board of Trustees

From: John Bakum



Subject: President's Report – August 1999

My *State of the College Address* that begins the activities of the fall semester is scheduled for August 30, 1999. The highlight of this event, however, will likely be the presentation of this year's L'Hommedieu Award to Mr. George Otlowski, Sr.. Among Mr. Otlowski's contributions during his long tenure of public service, was his advocacy and support that was instrumental in the establishment of Middlesex County College in 1964. Thus, the selection of Mr. Otlowski as this year's award winner is particularly appropriate as we celebrate the College's thirty-fifth year. Incidentally, Mr. Otlowski has invited sixty of his family, friends and colleagues to join us that morning.

On August 5, Warren Kelemen and I had the pleasure of taking Laszlo Diossy, mayor of the city of Veszprem, Hungary, on a brief tour of the campus. Mr. Diossy was visiting Edison at the invitation of Mayor Spadoro; Veszprem and Edison are now sister cities. During the tour Mayor Diossy noted that "Kelemen" is a Hungarian name and he went on to invite Warren to visit Hungary.

The search for a new Vice President for Finance continues. Last week we completed the second round of interviews, as the three finalists met with the staff of the Finance Division, the Executive Council and me. The next step in the process will be checking references and, likely, an additional interview. My goal is to bring a recommendation to the Board of Trustees for consideration at the September meeting.

At this year's June meeting, the Board honored a number of former employees with the awarding of emeritus status. Since she asked me to convey her appreciation, I am attaching a copy of a letter I received from former dean Marilyn Keener.