

MERCER COUNTY COMMUNITY COLLEGE  
Minutes of the 682<sup>nd</sup> Meeting  
of the Board of Trustees  
January 20, 2022

The public meeting was called to order by Chair Mark Matzen, at 6:30 p.m., via Zoom Conferencing. In addition to the Chair, the following members were in attendance: Winnifred Brown-Glaude, Angela Delli Santi, Kevin Drennan, Dave Fried, Lenora Green, Anthony Inverso, Larry Nespoli, Laura Ceras, Alumni Trustee, and Jianping Wang, President. Also present was Perry Lattiboudere, College Counsel. Absent were Blanca Berrios-Ohler and Yasmin Hernandez.

I. OPENING OF MEETING

A) FLAG SALUTE

Chair Matzen led those attending the meeting in the Pledge of Allegiance to the flag of the United States of America.

B) STATEMENT OF NOTIFICATION

The New Jersey Open Public Meetings Law was enacted to ensure the right of the public to have advance notice of and to attend meetings of public bodies at which any business affecting its interests is discussed or acted upon. In accordance with the provisions of this Act, the Board of Trustees of Mercer County Community College has caused notice of this meeting to be published by having the date, time and place posted on the bulletin board in the lobby of the Administration Building, on the West Windsor Campus, at the James Kerney Campus, on the College's website homepage, and faxed to The Trentonian and The Times.

C) ADOPTION OF AGENDA

Mr. Drennan moved to approve the Agenda, which was seconded by Ms. Delli Santi and adopted with Trustees Brown-Glaude, Delli Santi, Drennan, Green, Inverso, Matzen, and Nespoli voting aye.

D) PUBLIC COMMENT

No one from the attending public addressed the board at this time.

II. A) APPROVAL OF MINUTES OF THE DECEMBER 9, 2021 BOARD MEETING

Dr. Nespoli presented Agenda Item II (A), which was seconded by Mr. Drennan. The item passed with Trustees Delli Santi, Drennan, Green, Inverso, Matzen, and Nespoli voting aye. Trustee Brown-Glaude abstained.

BE IT RESOLVED, that the minutes of the December 9, 2021 meeting of the Board of Trustees are approved as presented.

III. FINANCIAL MATTERS

Mr. Drennan presented Agenda Items III (A) through (D) for ratification, which were seconded by Ms. Delli Santi. The items were ratified with Trustees Brown-Glaude, Delli Santi, Drennan, Green, Inverso, Matzen and Nespoli voting aye.

A) MONTHLY FINANCIAL STATEMENT

The members of the Board noted receipt and ratified the Monthly Financial Statement, which is attached. (Attachment #1)

B) INVESTMENT DETAIL

The members of the Board noted receipt and ratified the Report on Investment Detail, which is attached. (Attachment #2)

C) PURCHASE ORDERS AND CONTRACTS UNDER \$37,500

The members of the Board noted receipt and ratified the Report on Purchase Orders and Contracts under \$37,500.00, which is attached. (Attachment #3)

D) MONTHLY PAYMENT LISTS FOR DECEMBER

The members of the Board noted receipt and ratified the monthly payments list for December.

Mr. Drennan presented Agenda Items III (E) through (I), which were seconded by Ms. Delli Santi. The items were passed with Trustees Brown-Glaude, Delli Santi, Drennan, Green, Inverso, Matzen and Nespoli voting aye.

E) GRAPEFRUIT TESTING, LLC.

WHEREAS, on December 9, 2021, the Board approved a resolution supporting the implementation of a new College-wide vaccination or weekly testing requirement that requires all faculty, staff and students of the College be either fully vaccinated against COVID-19 or provide weekly negative COVID-19 tests in order to attend in-person or hybrid classes, or participate in athletics, club, theater and other in-person activities; and

WHEREAS, the Board and College leadership desires to provide convenient on-site COVID-19 testing locations at both the West Windsor and James Kerney campuses, with no out-of-pocket costs to faculty, staff and students as well as effective testing services, supplies and management of services, including contact tracing in the event of a positive result, and associated reporting in compliance with all federal, state, county and local guidelines, policies and regulations; and

WHEREAS, the College has determined that Grapefruit Testing, LLC of Parsippany, New Jersey is qualified to implement and manage a college-wide COVID-19 testing program, including supplies and contact tracing services in the event of positive results and associated reporting to all federal, state, county and local agencies for all unvaccinated students, faculty and staff; and

WHEREAS, a provision of the County Contracts Law, N.J.S.A. 18A:64A-25.5, (a) (1) exempts professional services from public advertising for bids but requires a resolution authorizing the award of such a contract; now therefore

BE IT RESOLVED, that the President is authorized, on behalf of this Board, to contract with Grapefruit Testing LLC, (contract effective date December 22, 2021), to conduct COVID-19 testing and testing management, including supplies and contact tracing services in the event of positive test results, for unvaccinated students, faculty and staff at the James Kerney and West Windsor campuses, at a cost of \$8,060 for preparation of internal compliance reports (for a full year) and \$100,316 for COVID-19 testing management services and supplies, including contact tracing services, for a total not to exceed amount of \$108,376, from December 22, 2021 through December 31, 2022. Paid by the American Rescue Plan funds.

F) J.H. WILLIAMS

WHEREAS, Mercer County Community College has concluded the project to renovate and re-program existing space to improve the student experience with enrollment, admissions, counseling and retention along with other critical student support functions through technology integration funded under the FY 2018-19 New Jersey Chapter 12 program; and

WHEREAS, a provision of the County Contracts Law, N.J.S.A 18A:64A-25.4 requires every contract or agreement for the performance of any work or the furnishing or hiring of any materials and supplies shall be made and awarded only by the County College after public advertising for bids and bidding therefore, except as provided otherwise in this article or specifically by any other law; and

WHEREAS, of the five (5) vendors which responded to the advertised bid for the One Stop at the West Windsor Campus by the required due date of June 11, 2019, J.H. Williams Enterprises, Incorporated was evaluated to have the most responsible and cost-effective bid representing the best value for Mercer County Community College; and

WHEREAS, pay applications #12 & 13 (the final pay application) prepared and submitted by J.H. Williams identified various punch list items needed to be performed to result in final completion of the One-Stop project; now therefore

BE IT RESOLVED, that the President is authorized, on behalf of the Board, to amend the construction contract with J.H. Williams Enterprises, Incorporated of Moorestown, New Jersey, in accordance with the resolution(s) adopted by the Board of Trustees on June 20, 2019 and January 16, 2020, by increasing the contract by \$230,295 from \$3,197,000 to \$3,427,295 for final payment of the One Stop project. Paid by Chapter 12 program funds.

G) JERSEY MAIL SYSTEMS

WHEREAS, Mercer County Community College has a continuing need for mailing equipment and electronic payment processing services for its bulk, metered and other mail delivery services for the James Kerney and West Windsor campuses in fiscal years FY2022 thru FY 2026; and

WHEREAS, a provision of County College Contracts Law, N.J.S.A. 18A:64A-25.9, exempts the purchase of any materials, supplies, goods, services or equipment, pursuant to a contract entered into on behalf of the State of New Jersey by the Division of Purchase and Property\*, from public advertising from bids but requires a resolution authorizing the award of such a contract; and

WHEREAS, Mercer County Community College has identified that Jersey Mail Systems of Freehold, New Jersey has the experience and expertise to provide the desired mailing equipment and electronic payment processing services for the College's bulk, metered and other mail delivery services as available through an applicable New Jersey Division of Purchase and Property\* state contract; now therefore;

BE IT RESOLVED, that the President is authorized, on behalf of the Board, to enter into a new lease agreement (current lease will expire on April 15, 2022) with Jersey Mail Systems of Freehold, New Jersey for mailing equipment and electronic payment processing services for the College's bulk, metered and other mail delivery services for the James Kerney and West Windsor campuses, for forty-eight (48) months from April 15, 2022 through April 15, 2026 for \$1,713.50 per month (former amount \$2,015.70 per month) for a not to exceed amount of \$82,248 for the entire new forty-eight (48) month term.

\* New Jersey State Contract# 19-GNSV2-00680

H) POWERSCHOOL GROUP, LLC

WHEREAS, Mercer County Community College has an on-going need to access its current job applicant tracking and position management software (PeopleAdmin) on an interim basis, while transitioning to new software in order to improve the process of attracting and screening job applicants at the West Windsor and James Kerney campuses; and

WHEREAS, a provision of the County Contracts Law, N.J.S.A. 18A:64A-25.5, (a) (19) exempts proprietary computer software and hardware which are not available from more than one potential bidder, from public advertising for bids, but requires a resolution authorizing the award of such contract; and

WHEREAS, PowerSchool Group, LLC of Folsom, California, which acquired PeopleAdmin Inc. on August 1, 2018, currently provides the College with job applicant tracking and position management software in conjunction with the College's Enterprise Resource Management (ERP) systems' human resources

module within Ellucian Colleague and is willing to extend read-only access for an additional year from March 24, 2022 through March 23, 2023; and

BE IT RESOLVED, that the President is authorized, on behalf of this Board, to extend the contract with PowerSchool Group, LLC of Folsom, California, to access the College's current job applicant tracking and position management software's (PeopleAdmin) data on a read-only basis for one (1) additional year from March 24, 2022 through March 23, 2023 by \$15,500 from \$30,563 to a new cost not to exceed amount of \$46,063 through March 23, 2023.

I) ACCEPTANCE OF NEW JERSEY SECRETARY OF HIGHER EDUCATION NJ GEAR UP GRANT

WHEREAS, the State of New Jersey, Office of the Secretary of Higher Education has approved Mercer County Community College's application for the NJ GEAR UP State Project beginning November 19, 2021 and ending on August 22, 2022; and

WHEREAS, the State of New Jersey, Office of the Secretary of Higher Education is providing funds to the college to support the college's ability to provide comprehensive academic enrichment services to students attending selected target schools in the city of Trenton; and

WHEREAS, Mercer County Community College will provide up to 190 low-income students in grades 7<sup>th</sup> through the first year of college, with support services, academic classes, and activities with an emphasis on the sciences, mathematics, technology, and language arts; and

WHEREAS, the program should ensure that participating students successfully complete high school, enroll in college, and persist to complete a postsecondary degree; now therefore

WHEREAS, the State of New Jersey, Office of the Secretary of Higher Education requires that this Board formally accept the grant funds; now therefore

BE IT RESOLVED, that the Mercer County Community College Board of Trustees accept the State of New Jersey, Office of the Secretary of Higher Education NJ GEAR UP grant estimated funding amount of \$350,000 for FY 2022. The College will be expected to meet a minimum cost-share requirement of \$122,500 (\$0.35 for every state and federal dollar received) for the period from November 19, 2021 through August 22, 2022.

IV. HUMAN RESOURCES MATTERS

Mr. Matzen presented Agenda Items IV (A) and (B), which were seconded by Mr. Drennan. The items were passed with Trustees Brown-Glaude, Delli Santi, Drennan, Inverso, Matzen, and Nespoli voting aye. Trustee Green abstained.

A) APPOINTMENTS, RATIFICATION OF APPOINTMENTS, PROMOTIONS, AND STAFF SEPARATION REPORT

BE IT RESOLVED, that this Board approves the Appointments, Ratification of Appointments, Promotions, and notes receipt of the Staff Separation Report, all of which will be made a part of the minutes of this meeting. (Attachment #4)

B) RATIFICATION OF THE MCCC LOCAL 2473, THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES CONTRACT

WHEREAS, negotiations have been conducted between Mercer County Community College and the Mercer County Community College Local 2473, The American Federation of State, County and Municipal Employees, resulting in a proposed agreement for the period July 1, 2021, to June 30, 2024, and said agreement having been ratified by the membership of the Federation; now therefore

BE IT RESOLVED, that this Board hereby ratifies this agreement and authorizes the president, on behalf of this Board, to execute said agreement, a copy of which will be made a part of the minutes of this meeting. (Attachment #5)

V. OPERATIONS MATTERS

Ms. Delli Santi presented Agenda Item V (A) for ratification, which was seconded by Dr. Nespoli. The item was ratified with Trustees Brown-Glaude, Delli Santi, Drennan, Green, Inverso, Matzen and Nespoli voting aye.

A) DECEMBER 2021 CLERY REPORT

The members of the Board noted receipt and review and ratified the December 2021 Clery Report, which is attached. (Attachment #6)

VI. PRESIDENT'S UPDATE

Happy New Year to everyone! This is our first board meeting in 2022. We certainly hope that 2022 will be healthier than 2021.

**Enrollment**

Thanks to the collective and innovative efforts of the entire college community, we are seeing some very positive trends in the spring enrollment. We are happy to say that our spring enrollment is up .5%. This is especially encouraging as we are battling with the fast spread of the Omicron variant.

**Financial Health**

As with the entire higher education sector, Mercer continues to face challenges caused by tremendous enrollment decline in the past two years. In addition, we are facing a historic rate of inflation coupled with workforce shortage. However, the College continues to find creative ways to balance its budget while dealing with increasing pressure from the rising cost of doing business and from the competitive workforce market.

We are receiving and implementing a historic number of grants ranging from arts, DEI, food pantry and corporate sponsorship for science lab equipment. Several existing grants also received an increase appropriation such as EOF.

The Physical Education facility rental is near \$300,000 and continues to have additional requests for usage. All these are allowing the College to offer continued and additional services to students.

### **COVID-19 Responses**

We continue to strongly encourage all employees and students to get vaccinated and upload their vaccine information. As of this morning, 85.57% of full and part-time employees and 59% of students enrolled in the spring semester have uploaded their information.

COVID-19 testing began on both campuses on January 5, and is being conducted by Grapefruit. Testing will be on Wednesdays and Thursdays with the exception of the first week of classes, where we will hold four days of testing. Repeated announcements have been communicated with students and staff. Contact tracing is also being conducted by Grapefruit.

### **College News**

The Ellucian Impact Award celebrates visionaries in higher education across the globe who are inspiring others to push the boundaries of technology and innovation. A grant application was submitted by MCCC demonstrating how digital solutions enabled us to overcome challenges, inspire change, operate more efficiently, and enhance the student and constituent experience.

MCCC was awarded \$6,000 by the Mercer County Cultural and Heritage Commission. This grant will support programming related to the MCCC Art Gallery.

The CET (Community Education & Training) Department, under the leadership of Peg Gould, is teaching ESL to numerous Afghani refugees, for which CET partners with NJ Refugee Resettlement agencies. Currently 40% of the program participants are refugees. Forty refugees representing six countries are participating.

### **Student News**

Congratulations to MCCC Nursing graduates who were honored in a pinning ceremony on January 10, symbolizing their successful entry into the ranks of professionals in their field. Forty-three graduates received their nursing pins. This is the class that began their nursing education at Mercer during the pandemic. Their resilience and perseverance are inspiring. This is also one of the largest graduating classes with an unusually large number of male graduates of color. We are so very proud of our students and their extraordinary accomplishments in this very difficult time.

Student Athlete Amanda Gonzalez is the Mercer recipient of the National Association of Women's Sports Award. Amanda will be honored amongst her peers in a virtual format to be announced.

## VII. NEW JERSEY COUNCIL OF COUNTY COLLEGES REPORT

Dr. Nespoli reported on recent high-priority federal and state issues important to community colleges throughout the state.

### 1. FEDERAL UPDATE

Build Back Better Act – This legislation, which includes important community college priorities, is stalled in the US Senate. The plan now is to break it up into smaller bills. Community college leaders will be lobbying to encourage their Senators to include community college priorities in one or more of the smaller bills.

First Lady Jill Biden and U.S. Secretary of Education Cardona visited Bergen Community College this morning to announce the release of \$200 million in COVID-Relief funds for basic skill needs for community college students like child care and mental health supports.

### 2. NJ PATHWAYS TO CAREER OPPORUNTIES: EXPANDED COMMUNITY COLLEGE ROLE IN POST-PANDEMIC WORKFORCE DEVELOPMENT

The NJ Council of County Colleges is leading a statewide partnership with the NJ Business and Industry Association to further strengthen the role of community colleges in providing workforce training programs to businesses throughout the state. Four industry sectors important to our state's economy will be targeted.

- Health Care
- Technology
- Infrastructure (Energy)
- Manufacturing (Advanced) and Supply Chain (Logistics)

Ten centers throughout the state will be created to develop the training programs. MCCC is a partner in the Health Care sector, with a special emphasis on Patient Care.

### 3. GARDEN STATE GUARANTEE

The Garden State Guarantee is a new program that will provide free tuition for qualifying juniors and seniors enrolled at NJ four-year public colleges and universities. This program dovetails nicely with the previously approved Community College Opportunity Grant (CCOG), which provides free tuition for the freshman and sophomore years at NJ community colleges. This provides good marketing opportunities for MCCC. A recent Stockton press release put it this way: "This new state program is ideal for someone who has completed an associate degree and is looking to obtain their bachelor's degree." The bottom line is that NJ students (with household income of \$65,000 and below) are now eligible for FOUR years of free tuition by first getting their associate degree at their local community college and then transferring.



## VIII. CHAIR'S REPORT

Chair Matzen asked Trustee Drennan to give an update on the Presidential Search. Mr. Drennan reported that consultants conducted initial interviews, resulting in 18 applicants who have moved on to the next round. The committee is meeting on January 28 to discuss and shrink the list down to semi-finalists. Mr. Drennan said the pool of applicants is very diverse, and he thanked all members of the search committee for their time and commitment.

Chair Matzen introduced Foundation Board Chair, Dr. Aamir Rehman. Dr. Rehman reported that the Foundation created a new initiative to fund the Frederick, Jones, and Weaver JKC Scholarship to sustain three (3) \$1,000 scholarships annually. He also reported that they are planning to hold a future in-person fundraising event at JKC in order to build awareness of and enthusiasm for initiatives there. Lastly, he reported that members of the Foundation Board were delighted to tour the JKC campus recently with Dr. Wang. Chair Matzen thanked Dr. Wang and Dr. Rehman for highlighting JKC and taking a leadership role in growing the campus.

Chair Matzen closed by reporting that the College will have a good presence at the upcoming ACCT National Legislative Summit in Washington, DC in February. He said they are looking forward to pressing the message of what community colleges can do for the future of the country.

There being no further business to discuss, Mr. Drennan moved to adjourn the meeting. The motion was seconded by Dr. Nespoli and passed unanimously. The meeting adjourned at 7:16 p.m.

Respectfully submitted,



Dr. Jianping Wang  
President, Mercer County Community College

/bb  
Attachments



**REVISED**

31-Dec-21

	<u>FY2022 Budget</u>	<u>Dec-21 YTD Actual</u>	<u>(Over)/Under Annual Budget</u>	<u>Actual % Used/Earned</u>	<u>Expected % Used/Earned</u>	<u>Variance % Used/Earned</u>
<b>Revenues:</b>						**
State of New Jersey	7,000,000	3,680,468	3,319,532	52.58%	50.00%	2.58%
Mercer County	18,592,000	8,906,903	9,685,098	47.91%	50.00%	-2.09%
Tuition & Fees	27,511,000	14,950,323	12,560,677	54.34%	56.00%	-1.66%
Non -Credit Tuition & Fees	450,000	298,338	151,662	66.30%	56.00%	10.30%
Other **	3,840,500	2,152,085	1,688,415	<u>56.04%</u>	<u>50.00%</u>	<u>6.04%</u>
<b>Total Revenue</b>	<b>57,393,500</b>	<b>29,988,116</b>	<b>27,405,384</b>	52.25%	53.00%	-0.75%
<b>Salaries - 56.93% of total Budget</b>	32,676,286	17,418,583	15,257,703	53.31%	54.00%	-0.69%
<b>Benefits - 19.07% of total Budget</b>	10,946,025	6,272,131	4,673,894	<u>57.30%</u>	<u>54.00%</u>	<u>3.30%</u>
<b>Total Salary and Benefits - 76.00% of total Budget</b>	43,622,311	23,690,714	19,931,597	54.31%	54.00%	0.31%
<i>- Salaries and Benefits allocated below</i>						
<b>Expenses:</b>						
Instruction	26,293,263	14,820,116	11,473,147	56.36%	54.00%	2.36%
Academic Support	3,327,896	1,364,075	1,963,821	40.99%	54.00%	-13.01%
Student Services	5,477,331	2,713,338	2,763,993	49.54%	54.00%	-4.46%
Institutional Support	15,612,292	8,541,311	7,070,981	54.71%	54.00%	0.71%
Plant Operations	6,682,718	2,516,941	4,165,777	<u>37.66%</u>	<u>54.00%</u>	<u>-16.34%</u>
	57,393,500	29,955,780	27,437,720	52.19%	54.00%	-1.81%
<b>KEY BUDGET ITEMS (included above):</b>						
Utilities	1,870,000	630,125	1,239,875	33.70%	45.00%	-11.30%
Custodial Contract	892,500	368,799	523,701	41.32%	50.00%	-8.68%
Maintenance, Grounds and Equipment	2,035,429	746,089	1,289,340	36.66%	54.00%	-17.34%
IT Management, Computer Software and Hardware	2,400,000	1,227,926	1,172,074	<u>51.16%</u>	<u>48.00%</u>	<u>3.16%</u>
	7,197,929	2,972,940	4,224,989	41.30%	48.00%	-6.70%
<b>Total Expenditures</b>	<b>57,393,500</b>	<b>29,955,780</b>	<b>27,437,720</b>	52.19%	54.00%	-1.81%
<b>(Surplus)/Deficit</b>	<b>-</b>	<b>(32,336)</b>	<b>(32,336)</b>			
<b>** Other Revenue Key Items:</b>						
WWFM Listener Donations	503,000	211,017	364,177	41.95%	44.00%	-2.05%
Conference Center and Food Commissions	174,600	38,963	144,996	22.32%	45.00%	-22.68%
Partner Schools (Rutgers, Felician, William Patterson, FDU)	260,000	116,707	143,293	44.89%	48.00%	-3.11%
Mercer Institute	650,000	67,876	650,000	10.44%	35.00%	-24.56%
Kelsey Theater	230,000	35,295	227,965	15.35%	40.00%	-24.65%
Tower Rentals	225,000	117,500	154,500	52.22%	44.00%	8.22%
Facility Rentals	317,400	272,900	85,926	85.98%	40.00%	45.98%
Bookstore	150,000	47,186	102,814	31.46%	55.00%	-23.54%
Summer Camps (Tomato Patch/Athletics/Camp College)	500,000	480,355	21,145	96.07%	100.00%	-3.93%

\*\* Negative variance in the expected revenue equates to unfavorable anticipated earnings  
 \*\* Negative variance in the expected expense equates to favorable cost savings

MCCC

Attachment #2

**MERCER COUNTY COMMUNITY COLLEGE  
 FINANCE DIVISION**

**INVESTMENT DETAIL  
 FOR THE PERIOD ENDING DECEMBER 31, 2021**

<u>DATE</u>	<u>SHORT TERM INVESTMENTS</u>	<u>TERM &amp; INTEREST</u>		<u>AMOUNT</u>
		<u>RATE</u>	<u>DUE</u>	
12/31/21	BANK OF PRINCETON	0.20%	N/A	3,587,912.83
12/31/21	BANK OF PRINCETON	0.35%	1/11/2022	534,391.96
12/31/21	FIRST BANK	0.35%	N/A	1,047,278.36
12/31/21	WELLS FARGO BANK BALANCE	0.25%	N/A	6,340,512.83
12/31/21	CASH MANAGEMENT FUND-NJ	0.33%	N/A	<u>6,000,929.53</u>
				<u>\$ 17,511,025.51</u> ***
	<b><u>LONG TERM INVESTMENTS</u></b>			
12/31/21	WELLS FARGO BANK - UNEMPLOYMENT TRUST FUND	N/A		<u>\$ 543,879.01</u>

\*\*\* Cash Balances are gross, current Liabilities are not netted against these balances

MCCC PURCHASE ORDER REPORT  
 \$7,500 - \$37,500  
 Date of BOARD MEETING: January 20, 2022  
 Budget lines beginning with "2" indicate grant funded

PO#	DATE	VENDOR	AMOUNT	BUDGET CODE	BASIS FOR AWARD
P14384	11/22/21	ArcMercer Ewing, NJ	\$17,169.65	10-06-01-03-301001-62335	MCCC Bid# 1815
Student shuttle service for WWC/JKC campuses and WWC/Quakerbridge Mall for October 2021.					
P14391	11/22/21	Clarke, Caton Hintz PC Trenton, NJ	\$7,989.61	10-07-01-03-301401-64105	MCCC RFP #2102
Professional services for master plan update by Facilities department.					
B7017	11/22/21	KSI Consulting Engineers LLC Farmingdale, NJ	\$18,500.00	70-07-01-03-701510-64105	Exemption: Professional Services
Engineering services for various HVAC projects by Facilities department. Paid by Chapter 12.					
B7019	11/22/21	Conover Building Maintenance North Brunswick, NJ	\$16,500.00	10-07-01-03-301401-68570	MCCC RFP #2007
Janitorial services for Huaxia Chinese School at Plainsboro program. Paid by Huaxia Chinese School.					
P14392	11/22/21	Adorama Inc. New York, NY	\$12,875.00	22-01-01-02-302061-69310	TIPS Quote #2104644
Pocket cinema camera kits for students in TV studio. Paid by Perkins grant.					
P14394	11/22/21	RH Perry Assoc. Asheville, NC	\$16,750.00	10-06-01-03-301001-64102	Exemption: Professional Services
Payment of Retainer 2 of 4 for Executive Search.					
P14397	11/22/21	GPC, Inc. Millburn, NJ	\$25,600.00	70-07-01-03-701524-76101	ESCNJ #20/21-24
Physical Education building classroom upgrades. Paid by Chapter 12.					
P14412	11/24/21	Carahsoft Technology Reston, VA	\$10,080.00	10-06-01-03-301001-69741	NJSC #19-COMP-00601
Bonfire contract management software for Purchasing department.					

P14418	11/30/21	Iris Companies Fleetwood, PA	\$9,825.00	10-06-01-03-301407-68210	MCCC RFQ #2034
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ID cards for faculty, staff, and students by Security department.

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P14421	12/1/21	FastSigns Lawrenceville, NJ	\$9,065.96	10-06-01-05-500120-66350	Exemption: Advertising
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Banners for exterior of JKC buildings.

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P14458	12/8/21	FW Webb DBA Lincoln Supply Bedford, MA	\$13,143.75	10-07-01-03-301401-61530	HCESC #CAT-19-09
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Pool heater for PE department.

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P14460	12/8/21	Honorlock LLC Boca Raton, FL	\$27,069.00	10-01-01-02-200403-64110	JPC RFP #20/21-891
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Payment for online proctored exam services. Paid by Mercer Online fees.

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P14461	12/8/21	MiniPCR Bio. Cambridge, MA	\$8,020.00	22-01-01-02-302061-61100	MCCC RFQ #2221
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Medical supplies for Nursing department. Paid by Perkins grant.

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P14467	12/9/21	Kamco Building Supply Corp. Trenton, NJ	\$9,492.32	70-07-01-03-701516-76101	MCCC RFQ #2134
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FRP Wall liners for Student Center and Maintenance building renovations by Facilities department. Paid by Chapter 12.

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P14479	12/15/21	Cherry Valley Tractor Sales Inc. Marlton, NJ	\$18,713.84	10-07-01-03-301401-72100	ESCNJ #18/19-22
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Snow removal attachments for Kubota tractor by Facilities department.

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B7034	12/15/21	Elsevier Inc. Maryland Heights, MO	\$21,000.00	10-01-01-02-206200-64110	Exemption: Sole Source
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Payment for NextGen RN online package. Paid by Nursing fees.

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P14505	12/20/21	PowerPlace Whitehouse Station, NJ	\$10,426.28	10-07-01-03-301401-72100	ESCNJ #18/19-22
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Liquid brine system for truck for snow removal by Facilities department.

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P14514	12/20/21	Adorama New York, NY	\$8,959.99	10-01-01-03-301306-69642	PEPPM Contract #528262-001
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Equipment for Television (Liberal Arts) department.

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P14515	12/21/21	Krueger International Green Bay, WI	\$18,142.84	70-07-01-03-700102-69420	ESCNJ #20/21-01
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Furniture for Adjunct faculty offices in LA and BS buildings by Facilities department.

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P14516	12/21/21	ArcMercer Ewing, NJ	\$17,701.47	10-06-01-3-301001-62335	MCCC Bid #1815
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Student shuttle service for WWC/JKC campuses and WWC/Quakerbridge Mall for November 2021.

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MCCC

Attachment #4

**APPOINTMENTS**

1. Thomas Scheuren           Assistant Professor, Nursing  
  Science, Math & Health Professions

Appointment as Assistant Professor, Nursing, in Science, Math & Professions, at an annual salary of \$66,054, effective January 24, 2022.



***Science, Math, and Health Professions***

***12/22/2021***

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**To:** Robert Schreyer, Vice President Academic Affairs  
**From:** Kevin Duffy  
**Subject:** **Nursing Faculty Appointment for Thomas Scheuren**

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Based upon the recommendation of the Search Committee, I recommend the appointment of Thomas Scheuren to the position of Assistant Professor in the Nursing Education department.

A search committee was convened and interviewed several candidates. The position of Assistant Professor of Nursing has responsibility to deliver instructional materials, evaluate students, and facilitate learning for a diverse group of students. This position is replacing Adena Romeo Ratliff.

Mr. Scheuren has been a new addition to the nursing adjunct team and quickly distinguished himself with his enthusiasm and attention to detail. His nursing experience includes emergency nursing, research nursing, and college health nursing. Additionally, he has extensive experience working with student issues as a college Director of Student Life.

CURRENT TITLE:	Adjunct Professor
NEW TITLE:	Assistant Professor
DIVISION:	Science, Math, and Health Professions
UNION AFFILIATION:	Faculty
FLSA STATUS:	Exempt
SALARY RANGE:	Faculty Association Contract Level B4 – FY 2021 - 22
RECOMMENDED SALARY:	\$66,054
BUDGET CODE:	10-01-01-02-206200-50300
EFFECTIVE DATE:	January 24, 2022

**Recommended and approved for presentation to the Board of Trustees**

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Barbara Basel, Vice President, Human Resources

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Date

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Dr. Jianping Wang, President

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Date



## **BIOGRAPHICAL SKETCH**

**Name:** Thomas Scheuren

**Position:** Assistant Professor of Nursing

**Education:** Thomas Edison State University, 2021  
**Master of Science, Nursing**

**Thomas Edison State College, 2016**  
**Bachelor of Science, Nursing**

**Holy Name Medical Center School of Nursing, 2013**  
**Diploma in Nursing**

**The College of New Jersey, 2002**  
**Master of Arts in Counseling Psychology**

**The College of New Jersey, 1999**  
**Bachelor of Arts in English and Secondary Education**

**Related Experience:** September 2021– present  
Mercer County Community College, Trenton, NJ  
Adjunct Clinical Instructor

September 2021– present  
Caldwell University  
Adjunct Clinical Instructor

August 2020 – present  
Princeton University Health Services  
Registered Nurse

August 2015 – present  
TKL Research  
Registered Nurse

February 2014-August 2021  
Chilton Medical Center  
Registered Nurse



*Human Resources Office*

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**To: Jianping Wang, President**  
**From: Barbara Basel, Vice President for Human Resources**  
**Date: January 5, 2021**  
**Re: Ratification of Appointments**

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The following appointments have been made since December 9, 2021.

Effective Date of Hire	Department	Name	Title	Salary	Range	FLSA
12/13/2021	Student Support / EOF	Thompson, Diamond	EOF Retention Specialist	\$44,000	\$37,695 – \$67,305	Exempt
12/13/2021	Academic Affairs/ EMSE	Patwary, Athena	Transfer Services Advisor	\$50,000	\$37,695 – \$67,305	Exempt



*Human Resources Office*

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**To: Jianping Wang, President**

**From: Barbara Basel, Vice President for Human Resources**

**Date: January 5, 2022**

**Re: Ratification of Reclassifications, Promotion and Salary Adjustments**

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The following reclassifications, promotions or salary adjustments have been made since December 9, 2021.

Reclassification Effective Date	Department	Name	Current Title	New Title	Current Salary	New Salary
12/13/2021	Academic Affairs / Trio/ Upward Bound	Denton, Stacy	Assistant Director, TRIO/Upward Bound Director	Program Director, TRIO/Upward Bound Director	\$62,044	\$68,248
12/13/2021	Academic Affairs / Community Education and Training	Gould, Margaret	Assistant Director, Community Education and Training	Program Director, Community Education and Training	\$64,322	\$70,754
12/13/2021	Academic Affairs / EMSE / Financial Aid	Muka, Trish	Assistant Director, Financial Aid	Associate Director, Financial Aid	\$52,020	\$70,000



**Human Resources**

**January 5, 2022**

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**To:** Barbara Basel, Vice President of Human Resources  
**From:** Jeby Mathew, Coordinator HRIS Operations, Human Resources  
**Subject:** **Separation Report for December 2021**

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<b>Date</b>	<b>Name</b>	<b>Title</b>	<b>Division</b>	<b>Type*</b>
12/31/2021	David Gayley, Senior Teaching Assistant, Business, Technology Profession		Fire Academy	RT
12/31/2021	Michael Beihl, Associate Professor, Liberal Arts			RT
12/31/2021	Angela Frumin, Coordinator, Testing Center JKC			RT

\*  
**RT - Retired**

MERCER COUNTY COMMUNITY COLLEGE

RATIFICATION OF THE MERCER COUNTY COMMUNITY COLLEGE LOCAL  
2473, THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES CONTRACT

RESOLUTION

WHEREAS, negotiations have been conducted between Mercer County Community College and the Mercer County Community College Local 2473, The American Federation of State, County and Municipal Employees, resulting in a proposed agreement for the period July 1, 2021, to June 30, 2024, and said agreement having been ratified by the membership of the Federation; now therefore

BE IT RESOLVED, that this Board hereby ratifies this agreement and authorizes the president, on behalf of this Board, to execute said agreement, a copy of which will be made a part of the minutes of this meeting.

Proposed for Ratification:  
Board of Trustees Meeting  
January 20, 2022



Summary of Changes between existing Agreement 2018 – 2021 and new Agreement 2021 – 2024:

- Article 4, sections 1 – 3 and 5
- Article 10, sections 3 and addition of section 6
- Article 19, section 9
- Article 20, sections 1 – 2
- Article 30
- Article 38, section 4
- Article 40
- Article 41 (only the first sentence regarding dates)
- Appendix A

All changes underlined in bold.

#### **Article 4 Pay Scales or Rates of Pay**

1. Effective **July 1, 2021**, all **full time and part time** unit members who were employed as **June 30, 2021**, shall **make at a minimum \$15.00 per hour. Additionally, effective July 1, 2021, all full time and part time unit members who were employed as of June 30, 2021 shall** receive a salary increase of **2.5%** to their base salary (see Appendix A).

Effective **July 1, 2022**, all **full-time and part-time** unit members who were employed as **June 30, 2022** shall receive a salary increase of **2.55%** to their base salary (see Appendix A).

Effective **July 1, 2023**, all **full time and part time** unit members who were employed as **June 30, 2023** shall receive a salary increase of **3.00%** to their base salary (see Appendix **A**).

**During this three (3) year contract, all current full-time member that worked from June 1, 2020 through September 1, 2021 shall be entitled to a one-time payment of \$1,500.00 to be paid over the first two (2) pay periods after ratification of the contract. The \$1,500.00 one-time payment shall not be added to the member's base salary.**

**For each year of the contract, all employees employed with the College as of July 1, 2021, shall receive the full percentage increase, regardless of maximums listed in Appendix A.**

2. **Promotions**
  - a. When a unit employee is promoted to a higher classification, he/she shall receive at least, but not limited to, **\$1,500.00** as a promotional increase or an amount necessary to bring the employee to the minimum for the range, whichever is higher.

b. Promotion from one level to another shall not be denied without just cause. Criteria for promotion from one level to another shall include but not be limited to:

1. Educational (Trades and Vo-Tech) background and credentials
2. Evaluations
3. Length of Service
4. Experience
5. Service to College

3. **Merit Increases**

a. When an employee is performing exemplary work or is deemed otherwise meritorious, he or she shall be eligible for a merit increase of no less than \$1,000.00 to their base salary. Such increases shall be limited to no more than one time per twelve (12) months.

When an employee receives three (3) consecutive highest or 2<sup>nd</sup> highest level evaluations, he/she shall be eligible for a merit increase of \$1,000 added to their base salary. **Four (4)** employees per year who meet this eligibility shall receive the merit increase. A committee consisting of two (2) bargaining unit members and two (2) management members shall create a formula for determining how to differentiate between employees when more than **four (4)** are eligible in a given year. Employees who do not receive a merit increase under this formula cannot grieve the denial.

b. Employee who earns an Associate degree shall receive \$500 on base salary. Employee who earns a Bachelor's degree shall receive \$1,000 on base salary. Employee who earns a credit or non- credit certification pertaining to the employees' job title shall receive \$500 on base salary, excluding certification and license renewals. Degrees and Certification earned on or after July 1, 2018 shall be eligible.

c. **Merit Increase Tie Breaker Procedures**

1. **When more than four (4) employees have equal consecutive evaluation shall follow the merit increase tie breaker procedures based on seniority:**
  - i. **One (1) most senior employee from facilities.**
  - ii. **One (1) most senior employee from security.**
  - iii. **Two (2) most senior employee from facilities/security.**
2. **If there are no employees from facilities qualified to receive a merit increase, then the merit increase tie breaker will be based on the four (4) most senior employees from security. If there are no employees from security qualified to receive a merit increase, then the merit increase tie breaker will be based on the four (4) most senior employees from facilities.**
3. **Guidelines.**
  - i. **If the eligible member received a promotion between the months of January 1 – June 30 they are ineligible for a merit increase that year.**
  - ii. **Receiving a merit increase does not exclude an employee from receiving a promotion.**

- iii. **Once an employee receives a merit increase, they are ineligible to receive another merit increase for the following two (2) years.**
5. Employer will bear all costs associated with EMT, first responder training, **certifications, licenses, and re-certifications associated with employee's position in security and facilities.** Employees who attempt EMT and first responder certification and are unable to attain such certification will not be discriminated against or disadvantaged in any way with regards to transfers, promotions, and layoffs or in any situation in which seniority is a deciding factor.

In the event that certification lapses or is otherwise withdrawn, the employee's pay shall be reduced in the next pay period by the amount of the compensation that the employee is receiving. First responder certification and Security Officer II shall be compensated \$2,000 and EMT certification or Training Officer or serve as Security Team Leader shall be compensated \$2,500. The classification levels for security officers listed below are incorporated in this agreement:

- Security Officer I (*requires Security Officer Registration Act [SORA] certification*)
- Security Officer II (*meets requirements of Security Officer I, plus first responder certification*)
- Security Officer III (*meets requirements of Security Officer II with either EMT certification, or serve as Training Officer, or serve as Security Team Leader*)

#### **Article 10 Auxiliary Benefits**

3. If an employee is required by the College to attend a course or courses of instruction, the College will pay the cost of tuition, fees, books and supplies.

**If any employee is required to possess a license or certification under their job classification, the College will pay the cost to maintain such license or certification. This provision does not include the costs to initially obtain the license or certification in order to apply or secure the actual position.**

6. **Effective Summer 2021, and thereafter pursuant to the contract, the children of unit members will be permitted to attend summer camps offered by the College, including College Specialty Camps, at no cost to the Unit member, provided there is space available and provided there is no additional cost to the College. Unit employees will be required to pay for any before or after care fees, if such services are desired, as well as any hard costs associated with the class i.e., text books, necessary equipment, etc.**

#### **Article 19 Vacation**

9. Employees may buy back **three (3)** days of vacation per year with a max rollover of **nine (9)** days for the duration of the contract. This is as of July 1, **2021.**



**Article 20  
Shift Pay**

1. Employees working on shifts of which the majority of working hours fall between 11pm and 7am shall receive, in addition to their regular pay, an additional **\$2.00** per hour.
2. Employees working on shifts of which the majority of working hours fall between 3pm and 11pm shall receive, in addition to their regular pay, an additional **\$1.75** per hour.

**Article 30  
Longevity**

Unit members hired post ratification October 11, 2018 will not be entitled to longevity.

All unit members who completed five (5) years of service would be grand-fathered at the same rates and intervals as listed in the July 1, 2016 – June 30, 2018 contract.

All unit members who either qualify or will qualify for longevity will receive longevity payments added to their base salary.

<u>Number of Years</u>	<u>Hired prior to 10/11/18</u>
4	\$200
5	800
10	1,500
15	2,000
20	3,000
25	<b><u>3,400</u></b>

Longevity payments commence with the first day, of the first full pay period, following the anniversary of hire.

**Article 38  
Uniforms**

4. Each member of the unit shall be entitled to a total of **\$250.00 (two-hundred fifty dollars)** per calendar year for the purchase of work boots (Maintenance employees) or non-slip/ safety shoes (Food Service, Campus Safety employees).

**Article 40  
Representation  
Fee**

1. **The Employer agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deduction be made. The amounts of the deduction shall be certified to the Employer by the Treasurer of the Local and the aggregate deductions of all employees shall be**

**remitted to Council #63 AFSCME NJ, together with a list of names of all employees for whom deductions were made by the 10<sup>th</sup> day of the succeeding month after such deductions are made. The revocation of this authorization shall be in accordance with the applicable law.**

2. **In accordance with the Workplace Democracy Enhancement Act (“WDEA”),**
  - a. **Within thirty (30) days of hire of a new employee, the employer shall set aside a minimum of thirty (30) minutes at new employee orientation for the representatives of Local 2473 to meet with new negotiating unit employees. If the employer does not conduct new employee orientation, the employer shall permit representatives of Local 2473 to meet with the new negotiating unit employee(s) at an individual or group meeting.**
  - b. **Within ten (10) days of hiring a new negotiation unit employee, the employer must provide Council #63 with the name, job title, worksite location, date of hire, home address, work telephone number, work e-mail address, and any personal e-mail address and home and mobile phone numbers that the employee has on file. Each January 1, May 1, and September 1 of each calendar year, the employer shall provide to the Council #63 this information for all negotiations unit employees.**
  - c. **The Local Officers of 2473 shall be granted the right to use the public employer e-mail systems to communicate with negotiations unit members regarding the collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace related complaints and issues, and internal union matters involving the governance or business of the Union.**
  - d. **Local 2473 Officers shall have the right to use employer’s building to conduct meetings with their unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace related complaints and issues, and internal union matters involving the governance or business of the Union, provided such use of the employer’s facilities does not interfere with the employer’s operations, and provided that such time spent on Union matters by employees is reasonable and does not interfere with the employer’s operations.**

**Meetings conducted in government buildings pursuant to this section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections. Local 2473 may be charged for maintenance, security or other costs related to the use of the government building or facility that would not otherwise be incurred by the government entity.**

3. **Except as otherwise prescribed by N.J.S.A. 34:13A-5.14(c), the union shall defend, indemnify and hold the Employer harmless against any and all claims, demands, suits, damages, liabilities, penalties, costs (including attorney’s fees, costs) and**

**other forms of liability that may arise out of, or by reason of any action taken or not taken by the Employer in conformance with this provision. The union shall intervene in and defend, any administrative court litigation concerning this provision. In any such litigation, the Employer shall have no obligation to defend this provision but shall cooperate with the union in its defend of this provision.**

**Article 41  
Duration**

**This Agreement shall be effective as of July 1, 2021 and shall remain in full force and effect until June 30, 2024.** It shall be automatically renewed from year to year, thereafter, unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modifythis Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations.

Appendix A+A1:L22								
Salary Scale								
	2021-2024	2021-2024	2021-2022	2021-2022	2022-2023	2022-2023	2023-2024	2023-2024
Position	Minimum	Minimum	Maximum	Maximum	Maximum	Maximum	Maximum	Maximum
	Hourly Rate	Annual	Hourly Rate	Annual	Hourly Rate	Annual	Hourly Rate	Annual
Team Leader (Facilities)	\$18.47	\$38,412	\$39.04	\$81,194	\$40.03	\$83,265	\$41.23	\$85,763
Craftsman	\$18.47	\$38,412	\$39.04	\$81,194	\$40.03	\$83,265	\$41.23	\$85,763
Maintenance Specialist II (Skilled Trades)	\$16.52	\$34,357	\$37.54	\$78,091	\$38.50	\$80,082	\$39.66	\$82,484
Maintenance Specialist I (Skilled Trades)	\$15.10	\$31,402	\$34.63	\$72,025	\$35.51	\$73,861	\$36.58	\$76,077
Maintenance III (General)	\$15.00	\$31,200	\$31.71	\$65,951	\$32.52	\$67,632	\$33.49	\$69,661
Maintenance II (General)	\$15.00	\$31,200	\$28.77	\$59,840	\$29.50	\$61,365	\$30.39	\$63,206
Maintenance I (General)	\$15.00	\$31,200	\$25.86	\$53,792	\$26.52	\$55,164	\$27.32	\$56,819
Security Officer III	\$15.00	\$31,200	\$33.80	\$70,297	\$34.66	\$72,089	\$35.70	\$74,252
Security Officer II	\$15.00	\$31,200	\$31.67	\$65,863	\$32.47	\$67,543	\$33.45	\$69,569
Security Officer I	\$15.00	\$31,200	\$27.14	\$56,458	\$27.84	\$57,898	\$28.67	\$59,635
Office Services Coordinator	\$15.10	\$31,402	\$34.63	\$72,025	\$35.51	\$73,861	\$36.58	\$76,077
Receiving & Supply Agent	\$15.00	\$31,200	\$30.25	\$62,916	\$31.02	\$64,520	\$31.95	\$66,455
Document Technician	\$15.00	\$31,200	\$28.27	\$58,805	\$28.99	\$60,305	\$29.86	\$62,114
Messenger Driver II	\$15.00	\$31,200	\$28.27	\$58,805	\$28.99	\$60,305	\$29.86	\$62,114
Messenger Driver I	\$15.00	\$31,200	\$19.49	\$40,540	\$19.99	\$41,574	\$20.59	\$42,821
Custodian II	\$15.00	\$31,200	\$27.98	\$58,198	\$28.69	\$59,683	\$29.55	\$61,473
Custodian I	\$15.00	\$31,200	\$25.86	\$53,792	\$26.52	\$55,164	\$27.32	\$56,819
Food Service Worker II	\$15.00	\$31,200	\$20.29	\$42,201	\$20.81	\$43,277	\$21.43	\$44,576
Food Service Worker I	\$15.00	\$31,200	\$18.17	\$37,794	\$18.63	\$38,758	\$19.19	\$39,920

\*NOTE: Employees hired prior to July 1, 2021 will not be bound by maximums above. Those hired after July 1, 2021 will receive lump sum payment not added to base in an amount equal to the annual raise percentage for the applicable year.



To: Dr. Tonia Perry-Conley,  
Executive Dean (interim) - Student Support Services,  
Dean - James Kerney Campus

From: Bryon K. Marshall,  
Exec. Director for Facilities and College Safety

Date: January 03, 2022

Subj: Reportable Crimes, Fires, and Other Emergencies As Required By S-485/A  
1976 Law the Cunningham/ Ruiz Bill

Dr. Conley,

In accordance with S-485/A-1976 law the Cunningham/ Ruiz Bill requiring presidents of public institution of higher education to regularly report on-campus criminal and fire events to the institution's governing board I have the following to report:

For the calendar month of December 2021, there were zero (0) Reportable Offense-Crime(s), fires, and other emergencies occurred on campus during the reporting period which were recorded by campus security at this time.