

BOARD OF TRUSTEES
PUBLIC MEETING

Tuesday, August 7, 2018 – 5:00 p.m.

Paramus Campus – TECHNOLOGY BUILDING – Conference rooms BC

- I. Call to Order
- II. Open Public Meetings Act Statement
- III. Oath of Office – Alumni Trustee – Ms. Sibora Peca
- IV. Roll Call
- V. Pledge of Allegiance
- VI. Reports
 - A. Vice Chairman
 - B. Secretary
 - C. Treasurer
 - D. President
 - E. Committees
 1. Audit, Finance and Legal Affairs
 2. Education and Student Affairs
 3. Personnel
 4. Site and Facilities
 5. Strategic Planning and Issues
 - F. Alumni Trustee
 - G. Chairperson
- VII. Unfinished Business/Board Members
- VIII. New Business/Board Members
- IX. Open to the Public
- X. Actions
 - A. Approval of Minutes:
 - July 10, 2018
 - B. Consent Agenda – Tuesday, August 7, 2018
- XI. Executive Session, if required
(New Business/Open to the Public)
- XII. Adjournment

CONSENT AGENDA

Tuesday, August 7, 2018

Technology Building – Conference Rooms BC

5:00 p.m.

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

APPROVAL OF MINUTES: July 10, 2018

AUDIT AND FINANCE (A/F)

1. Approval of Legal Vouchers – DeCotiis, FitzPatrick, Cole & Giblin, LLP.
2. Approval of Labor Invoice – Eric M. Bernstein & Associates, L.L.C.
3. To authorize payment to Ellucian for annual software support fees.
4. To award Public Bid #P-2273 for miscellaneous science supplies used in Biology, Physics and Earth Science Laboratories for academic year 2018-2019.
5. To authorize the award of Public Bid P-2277 Dental Supplies 2018-2019 to the vendors listed below.
6. To authorize the purchase of miscellaneous products from Apple through the Educational Services Commission of the New Jersey Cooperative, until May 12, 2019. These purchases include but are not limited to iMac 21.5, iMac 27, MacPro for lifecycle replacements and other miscellaneous projects.
7. To authorize the purchase of computer hardware, peripherals, and data communications products from state contract vendors through June 30, 2019.
8. To authorize Bergen Community College to join the Somerset County Cooperative Pricing System (#2-SOCCP) Purchasing Cooperative and to execute its Cooperative Pricing System Agreement.
9. To authorize the College to purchase office supplies, printer toner and office paper at a significant discount through two state-approved Purchasing Cooperatives.
10. To purchase Accuplacer placement exam units from The College Board for the Office of Testing Services through the New Jersey Council of County Colleges Joint Purchasing Consortium (JPC) Public Bid # 18/19 B-10.

EDUCATION AND STUDENT AFFAIRS (E/SA)

1. Authorize acceptance of the Adult Basic Skills grant in partnership with the Board of Education of the Bergen County Technical Schools District and Greater Bergen Community Action Partnership, Inc. to implement the FY19 Bergen County Consolidated Adult Basic Skills and Integrated English Literacy and Civics Education (ABS & IELCE) Grant Program funded through the New Jersey Department of Labor and Workforce Development, and to authorize President Michael D. Redmond, or his designee, to execute required documents.
2. Authorize acceptance of the FY19 Workforce Learning Link contract 18-6007 for \$103,000 from the Bergen County Workforce Development Board for the period July 1, 2018 – June 30, 2019, and to authorize President Michael D. Redmond, or his designee, to execute required documents.

Consent Agenda
August 7, 2018
Page Two

3. To accept FY 2019 Consolidated Perkins Postsecondary Grant in the amount of \$598,502.00 from the State of New Jersey Department of Education, and to authorize President Michael D. Redmond, or his designee, to execute required documents.
4. Approve the revised plan for a Dual Enrollment Program for North Arlington High School to be offered at Bergen Community College at the Meadowlands.
5. To authorize submission of a grant proposal in the amount of \$197,000 annually over four (4) years for the U.S. Department of U.S. Department of Education, fiscal year 2018 Childcare Access Means Parents in School Program (CCAMPIS) Grant Competition, and to authorize President Michael D. Redmond, or his designee, to execute required documents.
6. To accept the NJ Colleges & Universities Implementing Tobacco and Smoke-Free Policies Project (NJ CUITs) Grant Program for a grant in the amount of \$3,600 to strengthen and improve current campus smoking policies, and to authorize President Michael D. Redmond, or his designee, to execute required documents.
7. To authorize submission of a proposal to the American Cancer Society's Tobacco-Free Generation Campus Initiative for a grant in the amount of \$12,000 to accelerate and expand the adoption and implementation of 100% smoke- and tobacco-free policies on college and university campuses across the nation, and to authorize President Michael D. Redmond, or his designee, to execute required documents.
8. To authorize submission of a proposal to the National Endowment for the Humanities, Division of Education Programs, Humanities Initiatives at Community Colleges Program for a grant in the amount of \$100,000 to allow for impactful collaborative initiatives between the Literary and Poetry Arts Series and the Arts Hub, and to authorize President Michael D. Redmond, or his designee, to execute required documents.
9. Approve the plan of the Early College Program for Kearny High School to be offered at Bergen Community College at the Meadowlands.

INSTITUTIONAL (I)

1. Abolishment of Policies and Procedures.
2. Policy: Bergen Community College Board of Trustees for Campus Posting.
3. Approval of the Bergen Community College Board of Trustees Policies for:
Policy Prohibiting Sexual Harassment
Policy Prohibiting Discrimination
Internal Complaint Processes and Procedures
4. Approval of the Bergen Community College Board of Trustees Policy for Title IX.

PERSONNEL (P)

1. A. Approve: Memorandum of Understanding for a salary adjustment.
B. Appointment: Lecturers, Fall 2018 Semester
C. Appointment - Professional Staff
D. Appointment - Grant (Title V)
E. Appointment: - Tenure Track Faculty
F. Appointment – Confidential Staff
G. Appointment – Professional Staff
H. Elimination of Position Title
I. Appointment: Interim Program Coordinator/Director
2. Resignation – Faculty
3. Rescind: Program Coordinator/Director
4. Approve: Return from Leave of Absence/Support Staff
5. Approve: Return from Leave of Absence/Support Staff
6. Retirement: Professional Staff
7. Resignation: Support Staff



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BOARD OF TRUSTEES ACTION A/F 1
Approval Date: August 7, 2018

Resolution:

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

Submitted By

Mr. Victor Anaya, Executive Director, Finance

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

Action Requested

Approval for payment of the following legal vouchers:

June 1, 2018 to June 30, 2018 DeCotiis, FitzPatrick, Cole & Giblin. LLP. \$ 23,592.03

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

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

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



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

Resolution:

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

Submitted By

Mr. Victor Anaya, Executive Director, Finance

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

Action Requested

Approval for payment of the following labor invoices

\$ 2130.00

Invoices for June, 2018.

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

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

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



BOARD OF TRUSTEES ACTION A/F 3
Approval Date: August 7, 2018

Resolution

To authorize payment to Ellucian for annual software support fees.

Submitted By

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

Action Requested

Authorization to pay for year 5 of Ellucian Maintenance Advantage software support program covering the college's Ellucian Colleague system, in the amount of \$455,167.00, for the period July 1, 2018 to July 30, 2019.

Justification

The college entered into a 5 year agreement with Ellucian for its Maintenance Advantage program which includes unlimited technical support and new product releases, among other benefits. This is the yearly payment for this program and covers the final year of the agreement.

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

This is exempt from public bidding in accordance with County College Contracts Law 18A:64A-25.5 (a) (19) (software use and support).

Charge to: College Operating Funds
Account Number: 10-01-165100-607526



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DRAFT
Bids are opening on July 12

BOARD OF TRUSTEES ACTION A/F 4
Approval Date: August 7, 2018

Resolution

To award Public Bid #P-2273 for miscellaneous science supplies used in Biology, Physics and Earth Science Laboratories for academic year 2018-2019.

Submitted By

Dr. William Mullaney, Vice President, Academic Affairs
Mr. Victor Anaya, Executive Director, Finance
Dr. P.J. Ricatto, Dean, Math, Science and Technology
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Authorization to award Public Bid #P-2273, Supplies for Biology and Science, to various vendors as listed below, based on prices submitted in the bid and estimated quantities.

Justification

The purchase of necessary bulk consumables is required to support Biology, Physics and Earth Science Laboratories for academic year 2018-2019. This bid included 234 items. The award is based on the lowest responsible bid for each item. A total of ___ companies registered for bid packages and ___ bids were received.

<u>VENDOR</u>	<u>#ITEMS</u>	<u>ESTIMATED AMOUNT</u>
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Charge To: College Operating Funds
Account Number: 10-03-351002-607509



DRAFT
Bids are opening on July 16, 2018

BOARD OF TRUSTEES ACTION A/F 5
Approval Date: August 7, 2018

Resolution

To authorize the award of Public Bid P-2277 Dental Supplies 2018-2019 to the vendors listed below.

Submitted By

Dr. William Mullaney, Vice President, Academic Affairs
Mr. Victor Anaya, Executive Director, Finance
Dr. Susan Barnard, Dean, Health Professions
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

To authorize the purchase of Dental Supplies 2018-2019, in accordance with Public Bid P-2277 based on the lowest responsible bids:

Vendor	Items	Total Estimated Amount
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Justification

Institutional estimated need for Dental Hygiene supplies for the Fall 2018 and Spring 2019 semesters. A total of ___ companies registered for the bid and ___ bids were received.

See attached spreadsheet for a list of items and prices.

Charge To: College Operating Funds
Account Number: 10 03 3540 02 607509



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BOARD OF TRUSTEES ACTION A/F 6
Approval Date: August 7, 2018

Resolution

To authorize the purchase of miscellaneous products from Apple through the Educational Services Commission of the New Jersey Cooperative, until May 12, 2019. These purchases include but are not limited to iMac 21.5, iMac 27, MacPro for lifecycle replacements and other miscellaneous projects.

Submitted By

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

Action Requested

Authorization to spend an estimated \$50,000.00 with Apple for purchases of their products through the Educational Services Commission of the New Jersey Cooperative bid # MRESC 15/16-69.

Justification

To replace existing Apple computers that have been out of warranty and require lifecycle replacement and for miscellaneous new projects.

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

Charge to: Various

Account: Various



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BOARD OF TRUSTEES ACTION A/F 7
Approval Date: August 7, 2018

Resolution

To authorize the purchase of computer hardware, peripherals, and data communications products from state contract vendors through June 30, 2019.

Submitted By

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

Action Requested

Authorization to purchase lifecycle replacement equipment and products for day to day operational needs, estimated at \$500,000, by utilizing New Jersey State Contract Vendors, on State Contract numbers M-0483 and M-7000.

Justification

These purchases include but are not limited to personal computers, thin clients, laptops, scanners, printers, wireless keyboards, speakers, webcams, external hard drives, data communications products and miscellaneous items for lifecycle replacement of out of warranty equipment, and items needed for the day to day operations of the college.

Purchase through State Contract is allowed in accordance with County College Contracts Law 18A:64A-25.9.

Charge to: Various

Account: Various



BOARD OF TRUSTEES ACTION A/F 8
Approval Date: August 7, 2018

Resolution

To authorize Bergen Community College to join the Somerset County Cooperative Pricing System (#2-SOCCP) Purchasing Cooperative and to execute its Cooperative Pricing System Agreement.

Submitted By

Mr. Victor Anaya, Executive Director, Finance
Ms. Barbara Golden, Director Purchasing and Services

Action Requested

Authorization to join the Somerset County Cooperative Pricing System (#2-SOCCP) Purchasing Cooperative and to execute a Cooperative Pricing System Agreement.

Justification

Membership will provide the College with additional access to discounted pricing based on public bidding that leverages the aggregated purchasing volume of the members. The Cooperative offers many price advantages on supplies and services currently used by the College including, office supplies, and janitorial supplies, thereby reducing the supply cost for the College. The Somerset County Cooperative provides this service with no fee to its members.

Information on the Cooperative and a copy of the Cooperative Pricing System Agreement are attached.

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

The Cooperative Pricing Program

Created over a quarter century ago to obtain benefits through economies of scale, the Somerset County Cooperative Pricing System was formally approved by the Division of Local Government Services, New Jersey Department of Community Affairs on November 12, 1980 and renewed every five years. The Somerset County Co-Op's next extension is due December 31, 2018.

******Membership is automatically renewed unless withdrawn by the member******

******Somerset County provides this service with NO FEE to its members******

Somerset County, as lead agency, advertises for bids for its own estimated needs and for the membership of the system. The County enters into a master contract in which the successful vendor may agree to provide the commodity or service to the participating members at the same price. Some vendors decline to extend prices to the co-op and a second, willing vendor is designated for use by the co-ops. Each member is responsible for only its own quantities actually ordered from the contract with the vendor. Other contracts may be established for specific municipalities/members when their participation is included in the original bid.

The system is similar in concept to the State Cooperative Purchasing Program. Contracting units should review the list of awarded contracts, and then contact the vendor directly to order/verify availability. Local units generate their own resolutions and contracts in accordance with the New Jersey Local Public Contracts Law N.J.S.A. 40A:11-1 et seq.

Cooperative purchasing provides local officials with another avenue to pursue in saving dollars.

Participation is voluntary. If a member does not want to participate in the process for a particular commodity, it does not have to submit estimates.

Requirements for joining include the adoption of a resolution by the governing body and execution of a master agreement. These documents are submitted by the County to the Division of Local Government Services for approval. (Please see enclosed sample resolution and master agreement)

If there are any questions about the Cooperative Pricing System, or you are not a member and are interested in learning how to join, please call Somerset County Purchasing Division at 908-231-7043 or email PurchasingDiv@co.somerset.nj.us.

**CURRENT ANNUAL CO-OP CONTRACTS MAY BE VIEWED AT:
www.co.somerset.nj.us/government/finance-and-administrative-services/purchasing**

AGREEMENT #2-SOCCP

PARTICIPANTS:

This agreement made and entered into this _____ day of _____ 2018 by and between the County of Somerset (hereinafter referred to as "the County"), and the _____ a governmental corporation of the State of New Jersey or Public Agency located within the State of New Jersey (hereinafter referred to as the "Participating Contracting Unit").

WITNESSETH:

LEGAL AUTHORITY:

WHEREAS, N.J.S. 40A:11-11(5), specifically authorizes two or more contracting units to enter into a Cooperative Pricing System and Agreement for the purchase of work, materials and supplies; and

WORK TO BE PERFORMED:

WHEREAS, the County of Somerset has been conducting a Cooperative Pricing System with Participating Contracting Units, utilizing administrative purchasing services and facilities of the County of Somerset; and this Cooperative Pricing Agreement is to effect substantial economies in the purchase of goods and supplies; and

WHEREAS, the County wishes to continue the Cooperative Pricing System with current members as well as other appropriate Public Agencies within the State of New Jersey or contingent to Somerset County; and

WHEREAS, all parties hereto have approved the within Agreement by Ordinance or Resolution as appropriate, in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, in consideration of the conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or supplies to be priced cooperatively may include but are not limited to vehicles and trucks, road and bridge construction and maintenance materials, office supplies, furniture, lubricants, building materials, janitorial supplies, fuel, office equipment, maintenance and service and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis, providing the County consents to these other items.

The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.

ADMINISTRATION AND OPERATION OF SYSTEM:

2. The County, on behalf of all participating contracting units, at the beginning of participating in the Cooperative Pricing System, and during each January thereafter, shall publish a legal advertisement in such format as required by the State Division of Local Government Services in a newspaper normally used for such purposes by it to include such information as:

- (1) The name of the participating contracting units, and
- (2) The name of the County soliciting competitive bids or informal quotations, and
- (3) The address and telephone number of the County, and
- (4) The State Identification Code for the Cooperative Pricing System, and
- (5) The expiration date of the Cooperative Pricing Agreement.

3. The specifications shall be prepared and approved by the County and filed as required by law, and no changes shall thereafter be made except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.

4. The County may provide the Participating Units with the copies of the specifications at least thirty (30) days prior to seeking bids and will notify the Participating Contracting Units, in writing, of the item(s) on which it will seek bids or notice of open end co-operative contracts which have been awarded on their behalf. For certain commodities, fifteen (15) days prior to advertising, each of the participating contracting units shall designate, in writing, to the County, the items to be purchased and indicate therein the approximate quantities desired, the location for delivery and other requirements, to permit the preparation and filing of specifications as provided by law.

The County will call a meeting of all Participating Contracting Units annually in order to provide the participants with an opportunity to discuss the goods or services to be priced cooperatively and the terms of the specifications for the next calendar year.

5. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be presented on behalf of all of the Participating Contracting Units desiring to purchase any item by the County in the Cooperative Pricing System.

6. In seeking bids the County will include in the specifications two categories upon which bids are sought: (a) the County's requirements, stated in definite quantities; and (b) the Participating Contracting Units, stated as an estimated total quantity of the needs of all the other Participating Contracting Units, which total shall not be exceeded in the aggregate by more than 20 percent of the total cost awarded for that Category. The specification for this category shall list the other Participating Contracting Units, their delivery address, their estimated maximum quantities and other relevant information to permit the bidder to understand what is potentially involved. The bids will contain: (1) a provision stating that contracts shall be in compliance with N.J.A.C. 5:30-5.5 (B), open-end contract rules; and (2) language requiring the bid price(s) to be stated so that it is uniform with respect to both categories (the County and other Participating Contracting Units). The provision with respect to the other contracting units' category will allow the bidder to indicate if it is willing to provide the item(s) bid upon to other participating contracting units in the system; or if it is not willing to extend prices to other participating units in the systems.

7. The County shall advertise for bids or the solicitation of informal quotations and shall receive bids or quotations on behalf of all Participating Contracting Units. Following the receipt of bids, the County shall review said bids and on behalf of all Participating Contracting Units, either reject all or certain of the bids or make an award to the lowest responsible bidder or bidders for each separate item. This award shall result in the County entering into a master contract with the successful bidder(s) providing for two categories or purchases:

(1) The quantities ordered for the County's own needs and

(2) The estimated aggregate quantities to be ordered by other Participating Contracting Units by separate contract, subject to the specifications and prices set forth in the County's overall master contract.

8. The County shall enter into a formal written contract(s), when required by law, directly with the successful bidder(s) only after it has certified the funds available only for its own needs ordered. Each Participating Contracting Unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue

purchase orders in its own name directly to the successful bidder(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful bidder(s); make payment directly to the successful bidder(s); and be responsible for any tax liability. No Participating Contracting Unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other Participating Contracting Units and shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability. The provisions of this paragraph shall be quoted or referred to and sufficiently described in all advertisements for bids by the County so that each bidder shall be on notice as to the respective responsibilities and liabilities of the Participating Contracting Units.

The County shall supply the Participating Contracting Units with copies of the specifications, name of successful bidder, prices awarded and the contract identification number. Each Participating Contracting Unit may then order directly from that vendor by purchase order if under the appropriate statutory bid limit or by contract of the governing body or agency if over the appropriate statutory bid limit. The identification number shall be affixed to each purchase order or contract and shown on all forms pertaining thereto.

9. If the lowest responsible bidder declines to extend prices to the Participating Contracting Units the contract for the County's needs (Primary) will be awarded, and (Secondary) bids may be awarded on behalf of the Participating Contracting Units.

10. A bidder shall not be required or permitted to extend his bid prices to Participating Contracting Units unless he has voluntarily agreed to do so as part of his bid.

11. Nothing in this Agreement shall prevent any Participating Contracting Unit from awarding contracts of purchase, with or without advertising, individually and on its own behalf, provided, however, that invitations for such individual bids shall not be advertised, nor shall bids be received individually, during the period in which the County is advertising for and receiving bids for the same goods or services, except in the case of emergency or hardship.

12. No purchase order or contract shall be issued by any Participating Contracting Unit for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids which it has itself received.

13. The County reserves the right to exclude any goods or services from within said system if, in its opinion, the pooling of purchasing requirements or needs of the Participating Contracting Units is either not beneficial or not workable.

ADMINISTRATIVE COSTS:

14. The County shall bear all costs associated with administering the Cooperative Pricing system and bidding process including cost of advertising and administration and the Participating Contracting Units shall not be obligated for any part of such expenses.

DURATION AND TERMINATION:

15. This Agreement shall become effective the date executed, subject to the approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date or the term of the current approval unless any party to this Agreement shall give written notice of its intention to terminate its participation at least 30 days prior to the succeeding four (4) years. The County may choose to terminate registration of the system no later than 30 days prior to the expiration date of the system. Renewal of the system will be in accordance with the provisions of N.J.A.C. 5:34-17.6, as may be amended.

16. This Agreement and the Cooperative Pricing System will not terminate nor be invalidated by the County or the withdrawal or addition of any Participating Contracting Unit. However, this Agreement and the Cooperative Pricing System shall be terminable and invalidated at the instance of the County upon written notice to the Participating Contracting Unit and without recourse against the County for any reason or if continuance of the within system becomes unlawful for any reason.

DOCUMENTATION:

17. All records and documents maintained or utilized pursuant to the terms of this Agreement shall be identified by the code number assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the County for purposes identifying each contract and item awarded, in this case #2 SOCCP.

18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

19. This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

ATTEST:

COUNTY OF SOMERSET

(Deputy Clerk of the Board)

By: _____, Director
The Board of Chosen Freeholders of the
County of Somerset

(Type name of Contracting Unit)

ATTEST:

Secretary

By: _____

CEO Title: _____

DATE

DATE



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BOARD OF TRUSTEES ACTION A/F 9
Approval Date: August 7, 2018

Resolution

To authorize the College to purchase office supplies, printer toner and office paper at a significant discount through two state-approved Purchasing Cooperatives.

Submitted By

Mr. Victor Anaya, Executive Director of Finance
Ms. Barbara Golden, Director Purchasing and Services

Action Requested

Authorization to purchase office supplies, printer toner and office paper for the College from W.B.Mason through two cooperative purchasing groups, the Somerset County Cooperative Pricing System (#2-SOCCP) and the Educational Services Commission of New Jersey (ECSNJ 18/19-02). The Somerset County Cooperative can provide the office supplies and the printer toner at the highest discount through April 15, 2019, and ECSNJ can provide the lowest price on office paper through January 31, 2019.

Justification

The College spends approximately \$250,000.00 per year for these supply items, and can reduce that cost through the large discounts and low prices available through these purchasing cooperatives as listed below.

	Somerset County Cooperative	Educational Services Commission of NJ	Bergen Community College Bid
General Office Supplies Discount	66.1%	42.5%	48.0%
Printer Toner and Ink Discount	43.1%	43.0%	39.5%
Office Paper Discount (Price per Case)	\$22.80	\$21.66	\$29.99

Charge To: College Funds
Account Number: Multiple Departmental Accounts



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BOARD OF TRUSTEES ACTION AF10
Approval Date: August 7, 2018

Resolution

To purchase Accuplacer placement exam units from The College Board for the Office of Testing Services through the New Jersey Council of County Colleges Joint Purchasing Consortium (JPC) Public Bid # 18/19 B-10.

Submitted By

Mr. Victor Anaya, Executive Director, Finance
Dr. Waldon Hagan, Vice President of Student Affairs
Dr. Ralph Choonoo, Executive Assistant to the Vice President of Student Affairs
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Authorization to purchase approximately 30,769 Accuplacer placement exam units for the Office of Testing Services, at an estimated total cost of \$60,000 from The College Board. The cost per unit is \$1.95.

Justification

The examination units will be used by the Testing Office to continue the implementation of web-based basic skills testing for incoming students and post-test assessments using The College Board's Accuplacer.

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

Charge to: College Operating Funds

Account Number: 10-03-383000-607620



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BOARD OF TRUSTEES ACTION E/SA 1
Approval Date: August 7, 2018

Resolution

Authorize acceptance of the Adult Basic Skills grant in partnership with the Board of Education of the Bergen County Technical Schools District and Greater Bergen Community Action Partnership, Inc. to implement the FY19 Bergen County Consolidated Adult Basic Skills and Integrated English Literacy and Civics Education (ABS & IELCE) Grant Program funded through the New Jersey Department of Labor and Workforce Development, and to authorize President Michael D. Redmond, or his designee, to execute required documents.

Submitted By

Dr. William P. Mullaney, Vice President of Academic Affairs
Dr. Yun K. Kim, Vice-President of Institutional Effectiveness
Mr. Victor Anaya, Executive Director of Finance
Ms. Linda Emr, Dean of Off-Campus Sites/Academic Affairs
Dr. William Yakowicz, Director of Grants Administration

Justification

The New Jersey Department of Labor and Workforce Development has awarded the Adult Basic Skills grant to the consortium of Bergen Community College, Bergen County Technical Schools (Lead Agency), and Greater Bergen Community Action Partnership, Inc. The consortium has successfully operated since July 1, 2005, to develop, implement, and improve adult basic skills education, English-as-a Second Language, and Integrated English Literacy and Civics Education programs for Bergen County residents and workers. This grant enables the consortium to implement the Consolidated ABS & IELCE Grant Program in FY19, from July 1, 2018 through June 30, 2019. The Bergen Community College portion of the grant to provide instructional services for 388 students is \$388,000.00, as detailed in the attached Memorandum of Agreement.

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

Charge To: Grants Administration

Account Number: 50-03-592600

Cost Category	Levels I and II				Level III				Grant Funds Requested	MATCH ABE/ESL	Total Funds
	ABE/ESL		IELCE		ABE/ESL		IELCE				
	Program	Admin	Program	Admin	Program	Admin	Program	Admin			
Salaries/Wages	246770	0	80400	0	26000	0	8310	0	361480	0	361480
Fringe Benefits	15761	0	6553	0	2119	0	677	0	25110	18683	43793
	262531	0	86953	0	28119	0	8987	0	386590	18683	405273
B. Non-Personnel Costs											
Supplies-Office		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
Postage		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
Telephone		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
Travel-Staff		\$ 45.00		\$ 2.00		\$ 12.00		\$ -	\$ 59.00		\$ 59.00
Consultants		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
Equipment-Office		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
Computer		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
Computer Software		\$ -		\$ -		\$ -		\$ -			
Rental-Leases		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
Rental-Other		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
Professional Development		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
Professional Development - LWD		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
Lead Agency Coordination		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
Other											
		\$ 45.00		\$ 2.00		\$ 12.00		\$ -	\$ 59.00	\$ -	\$ 59.00
C. Direct Student Services Costs											
Books	\$ 375		45		\$ 435		\$ -		\$ 855.00	\$ -	\$ 855.00
Supplies-Classroom	\$ 49		\$ -		\$ 434		\$ 13		\$ 496.00	\$ -	\$ 496.00
Travel-Field Trips	\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -
Equipment-Classroom	\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -
Computer	\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -
Computer Software	\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -
Rental-Leases	\$ -		\$ -		\$ -		\$ -		\$ -	\$ 85,320.00	\$ 85,320.00
Rental-Other	\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -
Other	\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -
	\$ 424	\$ -	\$ 45	\$ -	\$ 869	\$ -	\$ 13	\$ -	\$ 1,351	\$ 85,320	\$ 86,671
Total Cost	\$ 262,955	\$ 45	\$ 86,998	\$ 2	\$ 28,988	\$ 12	\$ 9,000	\$ -	\$ 388,000	\$ 104,003	\$ 492,003

Total ABS Level 1&2 \$ 263,000
 Total ABS Level 3 \$ 29,000
 TOTAL ABS \$ 292,000
 % Admin 0%

Total IELCE Level 1&2 \$ 87,000
 Total IELCE Level 3 \$ 9,000
 TOTAL IELCE \$ 96,000
 % Admin 0%



400 Paramus Road, Paramus, New Jersey 07652
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BOARD OF TRUSTEES ACTION E/SA 2
Approval Date: August 7, 2018

Resolution

Authorize acceptance of the FY19 Workforce Learning Link contract 18-6007 for \$103,000 from the Bergen County Workforce Development Board for the period July 1, 2018 – June 30, 2019, and to authorize President Michael D. Redmond, or his designee, to execute required documents.

Submitted By

Dr. William P. Mullaney, Vice President of Academic Affairs
Dr. Yun K. Kim, Vice President of Institutional Effectiveness
Mr. Victor Anaya, Executive Director of Finance
Ms. Linda Emr, Dean of Off-Campus Sites/Academic Affairs
Dr. William J. Yakowicz, Director of Grants Administration

Justification

This contract continues the Workforce Learning Link project started at the Ciarco Learning Center on May 1, 2003. The Learning Link is a computerized learning lab that assists Bergen County participants to gain the knowledge and skills needed to secure employment or improve employment prospects, attain a level of self-sufficiency, and enrich their lives through career advancement and life-long learning. The level of service expectation for the grant period is 103 clients.

No college funds are required.

The letter of commitment and budget are attached.

PROVIDER: Bergen Community College Ciarco Learning Center

CONTRACT #: Workforce Learning Link Contract # 18-6007

FOR THE 12-MONTH PERIOD OF 07/01/2018 - 06/30/2019

PERSONNEL BUDGET

COLUMN A COLUMN B COLUMN C

Line Item	Job Title	BCTS/BCOSCC Funding	In-Kind Contribution	Total Budget
1	FullTime Instructor	\$ 40,000.00		40,000.00
2	Fringe Benefits for Full-Time Instructor	\$ 14,000.00		14,000.00
3	Part-Time Instructors and Advisor (\$8500)	44,500.00		44,500.00
4	Fringe Benefits for Part-Time Instructors and Advisor	\$ 3,626.75		3,626.75
	TOTAL	102,126.75		102,126.75

List each line item and the budget amount on this page. Describe each line item in your budget narrative and Budget Narrative

Personnel

Use the same number that is on the budget page to identify the line item in the budget narrative.

If this is a modification, describe the line items that are adjusted or changed.

To provide coverage for Hours of Operation. The Ciarco Learning Center Workforce Learning Link will operate a Morning Session, Monday through Friday, from 9:00 am - noon; an Afternoon Session, Monday through Friday from 12:30 pm - 3:30 pm; and an Evening Session, Monday, Tuesday, Wednesday and Thursday from 6:00 pm - 9:00 pm.

1. Salary for Full-Time Instructor budgeted at 50% of salary
2. Cost of fringe benefits for Full-Time Instructor calculated at 35% of salary including: social security, worker's comp, pension, medical, dental, and optical benefits.
3. Cost for part-time and substitute instructors to cover morning and evening sessions @ \$30/hr x 24 hrs/wk x 50wks =36000 plus Advisor at \$8500/yr
4. Cost of fringe benefits for Part-Time Instructor and part time counselor calculated at 8.15% of salary including: social security and worker's comp.

PROVIDER **Bergen Community College Ciarco Learning Center**

CONTRACT **Workforce Learning Link Contract** CFDA #: 16-

FOR THE 12-MONTH PERIOD OF 07/01/18- 06/30/2019

NON-PERSONNEL BUDGET

	Job Title	BCTS/BCOSC CFunding	In-Kind Contribution	Total Budget
1	Testing/Guidance Materials	\$ 304.19		\$ 304.19
2	Books and Texts	\$ 569.06		\$ 569.06
	TOTAL	\$ 873.25		\$ 873.25

Total Workforce Learning Link funds requested:

Total Workforce Learning Link Personnel Funds	\$ 102,126.75
Total Workforce Learning Link Non-Personnel Funds	\$ 873.25
TOTAL Workforce Learning Link Funding Requested	\$ 103,000.00

FY 19 Contracted Client Level of Service 103
 Per Client Cost \$ 1,000.00

Budget Narrative

Non-Personnel

1 Testing / Guidance Materials \$304.19
 2 Books and Texts

Bergen County Special Services



Bergen One-Stop Career Center

Bergen County Technical Schools

Bergen One-Stop Career Center

60 State Street, Hackensack, New Jersey 07601 • Tel. (201) 329-9600 • Fax (201) 488-2742

June 28, 2018

Mr. William Yakowicz.
Managing Director of Grants
Bergen Community College
400 Paramus Road
Paramus, NJ 07652

Re: Workforce Learning Link Center/Ciarco
Contract #18-6007

Dear Mr. Yakowicz:

Please accept this letter of commitment from the County Executive James J. Tedesco III and the Bergen County Workforce Development Board to fund your Workforce Learning Link Center /Ciarco in the amount of \$103,000.00. The level of service will be 103 clients @ \$1,000.00 between July 1, 2018 and June 30, 2019. They must be enrolled a minimum of 12 hours per week to count towards your level of service. The Bergen One-Stop Career Center will oversee performance and contract requirements of the Workforce Learning Link Center /Ciarco program for the twelve-month period of July 1, 2018– June 30, 2019.

Please submit a line item budget detailing the costs associated with this program and your single audit report. Please contact Vi Biccocchi @ 201-329-9600 ext. 5505 or vinpin@bergen.org (all lower case) to answer any questions that may occur.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gregory J. Janz".

Gregory J. Janz
Director
Bergen One Stop Career Center

A handwritten signature in blue ink, appearing to read "Tammy Molinelli".

Tammy Molinelli
Executive Director
Bergen County Workforce Development Board



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BOARD OF TRUSTEES ACTION ESA 3

Approval Date: August 7, 2018

Resolution

To accept FY 2019 Consolidated Perkins Postsecondary Grant in the amount of \$598,502.00 from the State of New Jersey Department of Education, and to authorize President Michael D. Redmond, or his designee, to execute required documents.

Submitted By

Dr. William P. Mullaney, Vice President of Academic Affairs
Mr. Victor Anaya, Chief Financial Officer
Dr. Yun K. Kim, Vice President of Institutional Effectiveness
Ms. Barbara Golden, Director, Purchasing and Services
Dr. William J. Yakowicz, Director, Grants Administration

Justification

The State of New Jersey Department of Education allocation of FY 2019 Perkins Funds for Bergen Community College is \$598,502.00). Perkins planning committee priorities for FY 2019 (July 1, 2018-June 30, 2019) Career and Technical Education (CTE) were determined on the basis of feedback from CTE program advisory committees, departmental need assessments, and program performance outcome measures. Specific FY 2019 Perkins program support requests include:

- Conference, seminar, workshop attendance and travel as well as on-site professional development and training especially in: nontraditional student recruitment, enrollment, retention, and completion for CTE program faculty, staff and students.
- Portable Cardiac Monitor/Defibrillator/Pacer & EKG Machine; Simulated Bleeding Control Limb; Digital Dental Sensors and; Ventilator for Health Professions Programs.
- Guitars; Graphics Tablets; Virtual Reality Headsets for the Music and Graphic Arts Programs.
- Specialty Sewing Machines and Laser Cutter for the Fashion Design Program.
- Ovens, Reach-in Refrigerators, Freezers, Ice Cream Machine, Proofing Cabinet, Coffee Roaster for Hotel Restaurant Management Program.
- Administrative costs amounting to 5% of expenditures.
- Additional equipment, supply, and resource options are also expected to be included..

The award notice is attached.
No college funds are required.

FISCAL YEAR 2019 NOTIFICATION OF GRANT AWARD

Perkins Post Secondary Consolidated FORMULA Grant

Date:

To: Chief School Administrator
 Agency Name/Code: Bergen Comm College (037105)
 County Name/Code: Bergen
 DUNS Number: 076677822

From: Office of Career Readiness/County Office of Education:
 Office of Grants Management

Your Grant application for the programs indicated below, which was received by the New Jersey Department of Education(NJDOE) in substantially approvable form on 6/28/2018, has been reviewed by the offices listed above and recommended for funding for fiscal year 2019 pending the availability of funds.

PROGRAM DURATION: START: July 1, 2018 END: June 30, 2019

PROGRAM NAME	GRANT NUMBER	FY 2019 AWARD AMOUNT	FAIN
Perkins Post Secondary Consolidated			V048A170030
Perkins Post Secondary Federal Funds		598502	
Perkins Post Secondary State Funds			

Pursuant to EDGAR, 34 CFR Part 76.708, a local education agency (LEA) may begin to obligate these funds the later of the following dates:

1. The program duration start date indicated above or
2. The date the application was received by the State in substantially approvable form.

We wish you success in the implementation of this educational program. If you have questions regarding this grant award, please contact the Office of Grants Management at (609) 663-6974

[Return To Application Select](#)



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BOARD OF TRUSTEES ACTION E/SA 4
Approval Date: August 7, 2018

Resolution:

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

Submitted By:

Dr. William Mullaney, Vice President of Academic Affairs
Dr. David A. Eichenholtz, Associate Dean, High School and College Partnerships

Action Requested

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

Justification

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

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

NORTH ARLINGTON Board of Education

222 Ridge Road
North Arlington, NJ 07031
(201) 991-6800
Fax (201) 991-8226



Kathleen McEwin-Marano
School Business Administrator /Board Secretary
Ext. 3064

Samantha Dembowski
Assistant School Business Administrator
/Assistant Board Secretary
Ext. 2032

I, Kathleen McEwin-Marano, Secretary of the North Arlington Board of Education, hereby certify that the following resolution is a true excerpt of the official minutes of the June 18, 2018 Public Meeting of the North Arlington Board of Education.

RESOLUTION TO APPROVE A NEW, REVISED AGREEMENT BETWEEN THE NORTH ARLINGTON BOARD OF EDUCATION AND BERGEN COMMUNITY COLLEGE, FOR THE 2018-2019 SCHOOL YEAR.

WHEREAS, the North Arlington Board of Education and the Bergen County Community College ("BCC") were parties to a Dual Enrollment Agreement from July 1, 2017 through June 30, 2018, which afforded North Arlington High School students the opportunity to earn college credits while simultaneously fulfilling high school requirements; and

WHEREAS, although the Agreement had a renewal clause authorizing the continuation of the terms contained in the Agreement, the Parties mutually determined and agreed to revise certain terms and conditions, thus requiring the development of a new Agreement; and

WHEREAS, the Parties have agreed to the terms of a new Dual Enrollment Agreement to be in effect from July 1, 2018 through June 30, 2019 and wish to memorialize such terms.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby agrees to enter into the Agreement between the Board and the BCC, and agrees to be bound by the terms and conditions thereof.

BE IT FURTHER RESOLVED that the Board hereby authorizes the Board President and Board Secretary to execute the Agreement and any other documents necessary to effectuate same.

On Motion by Mrs. Gilgallon, second by Mrs. Higgins. There was no discussion. On Roll Call all Board Members present voted in the affirmative and none in the negative, it was so ordered.

Respectfully yours,

Kathleen McEwin-Marano
KMM:at

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

THIS AGREEMENT made this 18th day of June, 2018, by and between the North Arlington Board of Education ("Board") and Bergen Community College ("BCC") (hereinafter collectively referred to as the "Parties"), for the purpose of establishing a Dual Enrollment Program.

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

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

WHEREAS, both Parties have agreed to make the necessary modifications to their respective programs in order to honor student efforts under the Dual Enrollment Agreement and to ensure that those efforts conclude with each student receiving an Associate of Arts degree in Liberal Arts, an Associate of Science degree in Criminal Justice, or an Associate of Science degree in Business Administration; and

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

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

I. COURSES TO BE OFFERED UNDER THE DUAL ENROLLMENT PROGRAM

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

ACC 110	Financial Accounting
BUS 101	Introduction to Business
ART 101	Introduction to Art
COM 102	Public Speaking
BUS 207	Principles of Business Management
MUS 101	Introduction to Music
ACC 210	Managerial Accounting

ECO 101	Principles of Macroeconomics
HIS 102	Western Civilization Since reformation
PSY 101	General Psychology
CRJ 101	Introduction to Criminal Justice
CRJ 103	Criminal Law
CRJ 105	Police Administration
CRJ 109	Issues in Policing
CRJ 113	Juvenile Justice Process
HIS 101	Western Civilization to reformation
LAN 170	American Sign Language
PHR 101	Introduction to Philosophy
PHR 102	Contemporary Moral Issues
MAT 150	Statistics
BIO 103	The Human Body
MAT 130	Contemporary Math
CRJ 107	Criminology
BIO 107	Introduction to Human Biology
BUS 129	Event Planning and Management I
ECO 102	Principles of Microeconomics
PHR 121	Religions of the World
BUS 150	Sports and Team Branding
GEO 101	World Geography
ANT 100	Introduction to Anthropology
SOC 101	Sociology

2. A full course list along with the course description for each individual course offered shall be attached and incorporated into this Agreement as Exhibit A.
3. The course list may be modified only by mutual written consent of the Parties.

II. STUDENT ELIGIBILITY REQUIREMENTS AND ENROLLMENT PROCESS

1. Each year this Agreement is in place, the Board shall inform all its students and their parent(s)/guardian(s) of the Dual Enrollment Program by
 - a. Notification sent to eligible students and their parents;
 - b. North Arlington High School counselor visits to middle school to inform students;
 - c. Program descriptions sent home to parents;
 - d. Presentation to parents at Back to School Nights (Middle and High School).
2. In order to be considered eligible for participation in the Dual Enrollment Program, the student and his or her parent(s) or guardian(s) shall agree to the Early College Program Code of Conduct Agreement. In addition, the program requirements set forth in Exhibit C shall be imposed upon all students at each respective grade level. In order to be eligible

to participate in the Dual Enrollment Program each applying student is required to satisfy the requirements therein.

3. The Board retains the sole discretion to modify or revise any and all enrollment requirements as needed. In the event that the Board elects to change its enrollment requirements, the Board agrees to notify BCC of the changes in writing within 30 days of the changes being made. Initial enrollment requirements effective as of the date of this Agreement, as well as a sample Early College Program Code of Conduct Agreement, are attached and incorporated into this Agreement as Exhibit B.
4. The Parties agree that all students otherwise eligible to be enrolled in the Dual Enrollment Program shall not be denied participation in the program because of inability to pay.
5. A student and his or her parent(s) or guardian(s) shall indicate their intention to participate in the Dual Enrollment Program by completing an Early College Program Application and returning it to a North Arlington School Counselor. The Board retains the sole discretion to modify or revise any and all enrollment forms to be completed by North Arlington students. A sample Early College Program Packet effective as of the date of this Agreement is attached and incorporated into this Agreement as Exhibit C.
6. All application materials must be submitted by a student and his or her parent(s) or guardian(s) by the required deadlines. All students that are found to be eligible for participation in the Dual Enrollment Program shall be notified in writing by the North Arlington Superintendent of Schools no later than June 1.

III. OBLIGATIONS OF THE PARTIES

1. The Parties shall abide and comply with all applicable State and federal law, as well as the policies and regulations of each respective institution, as they apply to the furnishing of data, reports, and other documents as may be required to effectuate the terms of this Agreement.
2. BCC agrees to provide the facilities, faculty, and staff necessary to effectuate and fully implement the provisions of this Agreement.
3. BCC agrees, for the 2018-2019 school year, to waive all tuition, fees, as well as the standard dual enrollment cost structure for the North Arlington students enrolled in the program for the fall 2018 and spring 2019 semesters. In exchange, the Board agrees to pay the entire salary for each BCC Adjunct Professor that will be teaching North Arlington students enrolled in the Dual Enrollment Program, not to exceed \$2,500 per semester. This shall also include fringe costs and a \$100.00 administrative fee per course offered, as well as reimbursement for background checks for each BCC Adjunct

Professor providing services under this Agreement. BCC agrees that criminal background checks shall be conducted in a manner consistent with N.J.S.A. 18A:6-7.1 et seq. It is expressly understood that if the Agreement is renewed for the 2019-2020 school year, the obligations of the parties as set forth in this Article III.3 shall be replaced by the Obligation Provisions set forth in Article V.3 herein.

4. The Board agrees to purchase all books and supplies selected and approved by BCC to be used for the courses in which North Arlington students are enrolled or shall be enrolled under the terms of this Agreement.
5. The residency requirement for graduating with an Associate of Arts degree in Liberal Arts, an Associate of Science degree in Criminal Justice, or an Associate of Science degree in Business Administration for students enrolled in the Dual Enrollment Program shall be considered fulfilled when all remaining credits beyond the courses in which they are currently enrolled that are required for those degrees are taken and completed at the BCC campus as fully admitted matriculating students.
6. BCC agrees to grant North Arlington students enrolled in the Dual Enrollment Agreement applicable credit for all courses successfully completed.
7. BCC agrees to grant each North Arlington Student enrolled in the Dual Enrollment Program an Associate of Arts degree in Liberal Arts, an Associate of Science degree in Criminal Justice, or an Associate of Science degree in Business Administration when all course requirements for that degree have been successfully completed within any and all applicable time, financial, residency, admission, and enrollment constraints.
8. This Agreement shall not constitute a binding precedent by either BCC or the Board and shall not apply to any other current or future Dual Enrollment program between BCC and the Board.

IV. INDEMNIFICATION AND INSURANCE

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

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

Board, its agents, servants or employees related to the performance of the Board's obligations under the terms of this Agreement.

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

V. TERM, CONDITIONS UPON RENEWAL, AND TERMINATION

1. Term: This Agreement shall commence on the date first above written and end on June 30, 2019.
2. Renewal: This Agreement may be extended for successive one year terms (collectively with the initial term, the "Term"), upon agreement by the parties and execution of addenda for each successive term. The BCC President or his/her designee shall meet with the Superintendent or his/her designee, on or before March 16, 2019, and each March 16th thereafter to review the terms of their Agreement and any extension thereof so that the addenda may be finalized, executed and approved by the parties on or before April 30th of each successive term of this Agreement, unless either party sends written notice of termination to the other party at least sixty (60) days prior to the expiration of the Term then in effect.
3. Obligations of the Parties for the 2019-2020 School Year: It is expressly agreed and understood by the Board and BCC that if the Agreement renews for the 2019-2020 school year the provisions of Article III.3 above shall not apply, and, instead, shall be replaced with the following:

The Board will pay to BCC a \$5,000 yearly processing fee, which will be paid in two equal installments of \$2,500 no later than October 1, 2019 and March 1, 2020, respectively. The Board will also pay to BCC one half of the in-county tuition rate per course for each student who satisfies the Early College Program Requirements identified in Exhibit C and participates in the Dual Enrollment Program. The current in-county tuition rate per three credit course is \$432.75. Therefore, for the 2019-2020 school year, the Board shall pay \$216.38 per approved student per three-credit course. Any other tuition fees related to the provision of educational services by BCC to North Arlington students enrolled in the program for the 2019-2020 school year shall be waived by BCC.

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

4. Breach: In the event of a breach of this Agreement by either BCC or the Board, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have seven (7) days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to terminate this Agreement upon written notice to the breaching party as of the date specified in the written notice. In the event this Agreement is terminated, the Parties agree that it shall remain in effect until the completion of the semester commenced at the time of such termination, in order that North Arlington Students may complete the courses and obtain credits earned.

VI. MISCELLANEOUS PROVISIONS

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

For the Board:

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

For Bergen Community College:

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

6. Governing Law: This Agreement shall be governed, construed and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and performed in New Jersey. The Superior Court of the State of New Jersey, in the County of Bergen, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to the Agreement or to any matter arising therefrom. Each of the Parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court. **The Parties hereby knowingly irrevocably waive their right to trial by jury in any action arising out of or relating to this Agreement.** This waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial by jury. This waiver is knowingly, intentionally and voluntarily made by the Parties.
7. Assignment: Neither party may transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other, and any such transfer or assignment or attempt thereat shall be null and void.
8. Mutually Drafted: This Agreement shall be deemed to have been negotiated and prepared at the joint request, direction and construction of the Parties, at arm's length, and shall be interpreted in accordance with its terms without favor to either party. Therefore, this Agreement shall not be construed against the party or its representatives, who drafted this Agreement, or any portion thereof, merely by application of any rule construing any provisions against the drafter thereof. For purposes of interpretation, the Parties shall be deemed to have drafted this Agreement mutually and together.
9. Section Headings: Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.
10. Counterparts: This Agreement may be executed in any number of counterparts, which, taken together, shall constitute but one instrument. It is not necessary that all Parties sign all or any one of the counterparts, but each party must sign at least one counterpart for the Agreement to be effective.
11. Entire Understanding: This Agreement contains the entire understanding and agreement of the Parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the

matters contained herein. No additions, changes, modifications, renewals, extensions or other representations or promises shall be binding upon the Parties unless reduced in writing and signed by both Parties.

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

WITNESS:

Kathleen Marano
KATHLEEN McEWIN-MARANO
Business Administrator/
Board Secretary

DATED: 6/18/18

WITNESS:

W. G. ...

DATED: 6/18/18

NORTH ARLINGTON BOARD
OF EDUCATION

BY: George McDermott
GEORGE McDERMOTT
Board President

DATED:

BERGEN COUNTY
COMMUNITY COLLEGE

BY: _____
DR. WILLIAM MULLANEY
Vice President, Academic Affairs

DATED:

ACC 210 Managerial Accounting Credits 3

This course explores accounting information as a tool used in decision making by management. Emphasis will be placed on cost behaviors as they relate to the planning, control and evaluation of a business entity.

ECO-101 Principles of Macroeconomics Credits 3

This course provides an analytical and institutional study of the American economy. This course explores issues such as inflation, recession, unemployment, financial markets, money and banking, and the role of government spending and taxation to achieve an optimal allocation of resources, price stability, full-employment level of national income, and long-term growth under the modern market economy.

HIS 102 Western Civilization Since the Reformation Credits 3

This course is a study of the Western world from the sixteenth century to the contemporary period. Major cultural, social, economic, political, and religious developments in modern Western History are surveyed.

PSY 101 General Psychology Credits 3

This course is an analysis of human behavior with special reference to thinking, learning, memory, perception, and emotion, individual differences in intelligence, psychotherapy, and personality. The scientific nature and practical relevance of psychological investigations and research findings are discussed.

CRJ 101 Introduction to Criminal Justice Credits 3

This course analyzes the history, development, and function of the police in a free society. A primary concern in the course is the relationship between the various components of the criminal justice system and the effectiveness of the system as a mechanism for social control.

CRJ 103 Criminal Law Credits 3

This course analyzes the history, development and function of the police in a free society. A primary concern in the course is the relationship between the various components of the criminal justice system and the effectiveness of the system as a mechanism for social control.

CRJ 105 Police Administration Credits 3

This course provides a review, analysis, and synthesis of the proactive, traditional scientific and human relations approaches to police management. The basics of administering a police organization such as recruitment and selection of personnel, training, fiscal and planning operations, and auxiliary and staff functions are reviewed. Changes relative to socioeconomic, political, and technological realities are explored.

CRJ 109 Issues in Policing

Credits 3

This course explores the history and scope of the relationship between the police and the community. Community relationships are examined from psychological and sociological perspectives. The course analyzes police issues such as media relations; citizen grievances; civilian review boards; selection, training, and education of personnel; police professionalism; discretionary use of police authority; police unionism; crime prevention; and the role of women in police agencies.

CRJ113 Juvenile Justice Process

Credits 3

This course examines the history, philosophy, and structure of the juvenile justice system with emphasis on changes fostered by US Supreme Court decisions. The course includes an analysis of the nature and the scope of delinquency in terms of causal theories; issues affecting dependent, neglected, and abused children; juvenile crime prevention programs; and the strategic role of the police in developing community resources to serve as alternatives to formal court referral.

HIS 101 Western Civilization to the Reformation

Credits 3

This course is a study of the Western world from ancient times to the Renaissance and Reformation. Major cultural, social, economic, political, and religious developments in the history of the West are surveyed.

LAN 170 American Sign Language

Credits 3

This course is an introduction to the expressive and receptive skills required for communication in American Sign Language [ASL]. Through active class use of basic vocabulary, grammar, and syntax, students will begin exploration of Deaf Culture and begin to learn the language of that culture. This course is recommended for students who have had less than one year of previous study of this language.

PHR 101 Introduction to Philosophy

Credits 3

This course is a study of the basic problems and methods of philosophical inquiry, concentrating on the work of such major thinkers as Plato, Aristotle, Augustine, Aquinas, Descartes, Hume, Kant, Hegel, Marx, Kierkegaard, and Sartre. Topics of discussion include the nature and limits of human knowledge, the existence of God, the differences between right and wrong conduct, the nature of the good life, and the meaning and value of human existence.

PHR 102 Contemporary Moral Issues

Credits 3

This course is an introduction to applied or practical ethics. This involves discussions of specific moral problems, issues, controversies, and questions. Topics may include abortion; euthanasia; the death penalty and other punishments; sexual morality; pornography and censorship; discrimination on the basis of race, gender, or sexual orientation; drugs; environmental ethics; the moral status of animals; and the meaning of virtue and vice.

MAT 150 Statistics**Credits 3**

This course is a study of frequency distributions, measures of central tendency and dispersion, probability, the normal distribution, sampling distributions, the central limit theorem, confidence interval estimation, and hypothesis testing.

BIO 103 The Human Body**Credits 4**

This is a one-semester course that is concerned with basic chemistry, the human cell, tissues, and the musculoskeletal, nervous, endocrine, cardiovascular, lymphatic, respiratory, digestive, urinary and reproductive systems. The course includes a survey of metabolism and fluid/electrolyte balance. Lectures are supplemented by writing assignments and discussions. Laboratory exercises include microscopy, dissection, and anatomical and physiological experiments that complement the lecture.

MAT 130 Contemporary Math**Credits 3**

This course is a study of some of the fundamental concepts in mathematics. Topics considered include set theory, symbolic logic, number systems, principles of counting, and probability. Applications of these topics in various fields of study are included in the course.

CRJ 107 Criminology**Credits 3**

This course the criminal justice system with an emphasis on the structure and operation of its components and on the modes of societal responses to crime and criminals. It reviews the development, philosophy, and concepts of criminal law and analyzes the leading theoretical perspectives on criminal behavior and criminal typologies.

BIO 107 Introduction to Human Biology**Credits 4**

This course is a human anatomy and physiology course intended for the non-biology major. Biological principles are taught by examining human body systems, homeostasis, and disease. This information, relevant because it applies to their own bodies, will help students understand medical issues, appreciate the importance of exercise and nutrition in maintaining health, and consider environmental concerns including the health effects of pollution and overpopulation. Laboratory exercises include experimentation, microscopy, and dissection.

BUS 129 Event Planning and Management I**Credits 3**

This course will provide the information and tools needed to meet the needs and expectations of meeting and event participants in an ever-changing profession and conceptual age, with content relevant to the required daily activities and decisions.

ECO 102 Principles of Microeconomics**Credits 3**

This course is the study of the organization and operation of the American economy for the production and distribution of goods and services. This course explores pricing of products and resources in market situations varying from competition to monopoly, as well as behavior of the firm in determining quantity of output and hiring of factors of production. This course

introduces dynamics of resource allocation, price determination and the importance of elasticity in different market structures.

PHR 121 Religions of the World Credits 3

This course is a comparative study of the history, basic beliefs, and characteristic practices of such major religious systems as Hinduism, Buddhism, Taoism, Confucianism, Judaism, Christianity, and Islam. Some attention is also given to the religions of ancient Middle Eastern and Mediterranean peoples, to ancient and modern tribal religions, and to contemporary sectarian and cultic movements.

BUS 150 Sport and Team Branding Credits 3

This course examines brand management as it applies to sports and sport merchandising. Study includes the impact, desire, and profitability of branding; developing and executing a successful brand strategy; building, measuring, and managing brand equity; as well as leveraging the marketing mix to build a high-demand brand platform with a strong customer focus by integrating merchandise items with creative sponsorships.

GEO 101 World Geography Credits 3

This course is a detailed study of topography, land usage, and natural resources as they directly and indirectly affect human, economic, historical and political interaction.

ANT 100 Introduction to Anthropology Credits 3

This course offers a comprehensive approach to the study of cultural diversity. The course introduces students to the four fields of anthropology: socio/cultural anthropology, archaeology, linguistics, and physical/biological anthropology. Introduction to Anthropology emphasizes behaviors, similarities and differences in adaptations, and variations in current and past human populations.

SOC 101 Sociology Credits 3

This course is an examination of the culture and structure of human societies. The course focuses on social groups and institutions, their norms and controls, and how and why they change. Topics of discussion covered include the family, education, deviance, race and ethnicity, gender roles, social change, and social inequalities.

Exhibit B

Early College Program Code of Conduct Agreement

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

- Adhere to all rules and regulations as stated in the NAHS Student Handbook as well as the Bergen Community College Code of Conduct (<http://bergen.edu/current-students/student-services-departments/student-conduct/student-code-of-conduct>).
- Maintain an overall G.P.A. of B or better each semester without earning less than a C in any course.
- A grade of F in any course will result in removal from the program.
- Failure to maintain passing grades in all classes, (BCC and NAHS) will result in a reduction in courses taken in the Early College Advantage component and/or removal from the Early College Program.
- Report inappropriate behavior immediately to your guidance counselor.
- Students cannot drop a course without prior approval from the Supervisor of Guidance.
- If you are absent from NAHS, you may go to class at BCC, but it will count as a full day absent due to loss of instructional time.
- Students who miss class, are late excessively, or absent too often may be removed from the program, at the discretion of the Principal, in coordination with the Supervisor of Guidance.
- During BCC breaks, students will be required to remain at the high school.
- During NAHS breaks, students should continue attending their BCC classes. Students are responsible for adhering to BCC attendance policies. Failure to do so could result in loss of college credit.
- Suspensions/Excessive Detentions may result in removal from the program.
- Any act of dishonesty may also result in removal from the program.
- Students enrolled in the Early College Academy will not be permitted to transfer to the Early Credit Advantage component mid-semester.
- Failure to meet expectations in the program may result in removal or reduction in courses.
- It is your responsibility to communicate and advocate for yourself with BCC professors.
- The last day to drop either program is the Friday either before or on October 15th of each school year. Students are responsible for completing all required assignments and/or exams, including summer assignments, for courses that they transfer into.

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

Student's Signature

Date

Parent's Signature

Date

Exhibit C

Early College Program Requirements

8th Graders

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

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

9th Graders

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

- Participate and receive a valid score on:
 - PARCC ELA 9
 - PARCC Algebra I or PARCC Geometry
- Maintain Clean Disciplinary Record aligned to Student Code of Conduct
- Adhere to Attendance Policy

10th and 11th Graders

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

- Participate and receive a valid score on:
 - PARCC ELA 10 (Beginning 2017-2018 school year)
 - PARCC Geometry and/or Algebra II (beginning 2017-2018 school year), if applicable
- Maintain G.P.A. of 90+
- Maintain Clean Disciplinary Record aligned to Student Code of Conduct
- Adhere to Attendance Policy
- Reach the age of 16 by September 1st of year enrolled

AND

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

OR

- Accuplacer Arithmetic: 77
- Accuplacer Elementary Algebra: 76
- Accuplacer Reading Comprehension + Sentence Skills + Writeplacer (15x): 250+
- **Students will only have two opportunities to take the Accuplacer to meet the criteria above.**



400 Paramus Road, Paramus, New Jersey 07652
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BOARD OF TRUSTEES ACTION E/SA 5
Approval Date: August 7, 2018

Resolution:

To authorize submission of a grant proposal in the amount of \$197,000 annually over four (4) years for the U.S. Department of U.S. Department of Education, fiscal year 2018 Childcare Access Means Parents in School Program (CCAMPIS) Grant Competition, and to authorize President Michael D. Redmond, or his designee, to execute required documents.

Submitted By

Dr. William P. Mullaney, Vice President of Academic Affairs
Dr. Yun K. Kim, Vice-President of Institutional Effectiveness
Mr. Victor Anaya, Executive Director, Finance
Dr. Victor Brown, Dean of Business, Arts and Social Sciences
Ms. Sally Dionisio, Director of the Child Development Center
Dr. William Yakowicz, Director of Grants Administration

Action Requested

Authorize The CCAMPIS Program grant submission to support the participation of low-income parents in postsecondary education through the provision of campus-based child care services. The two-fold mission of Bergen Community College's Child Development Center (CDC) is to provide quality, affordable child care to our students, staff, faculty and the community, and provide a laboratory school for students to use as an on-campus observation, demonstration, field and workforce training site. As a model school, CDC provides many opportunities for students to use the center and fulfill their course requirements relating to child development. Goals and objectives of the Center are based on the Developmentally Appropriate Practices as outlined by the National Association for the Education of Young Children (NAEYC).

This year, CDC, after a lengthy and rigorous application process, received NAEYC accreditation for its childcare programs serving children aged 2^{1/2} to 6. The CDC is seeking funding support through the CCAMPIS grant to expand accredited child care services for student parents and to support the center's infrastructure development needs. The CDC team will create parent workshops for early childhood students, re-open a 3rd classroom, and expand center hours for families on Saturdays and evenings. CDC will also seek technology improvements including use of I-pad applications and program support equipment.

The proposal and budget are attached.
No college match is required.

**U.S. DEPARTMENT OF EDUCATION
BUDGET INFORMATION
NON-CONSTRUCTION PROGRAMS**

OMB Number: 1894-0008
Expiration Date: 08/31/2020

Name of Institution/Organization

Applicants requesting funding for only one year should complete the column under "Project Year 1." Applicants requesting funding for multi-year grants should complete all applicable columns. Please read all instructions before completing form.

**SECTION A - BUDGET SUMMARY
U.S. DEPARTMENT OF EDUCATION FUNDS**

Budget Categories	Project Year 1 (a)	Project Year 2 (b)	Project Year 3 (c)	Project Year 4 (d)	Project Year 5 (e)	Total (f)
1. Personnel	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2. Fringe Benefits	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3. Travel	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4. Equipment	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
5. Supplies	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
6. Contractual	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
7. Construction	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
8. Other	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
9. Total Direct Costs (lines 1-8)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
10. Indirect Costs*	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
11. Training Stipends	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
12. Total Costs (lines 9-11)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

***Indirect Cost Information (To Be Completed by Your Business Office):**

If you are requesting reimbursement for indirect costs on line 10, please answer the following questions:

(1) Do you have an Indirect Cost Rate Agreement approved by the Federal government? Yes No

(2) If yes, please provide the following information:

Period Covered by the Indirect Cost Rate Agreement: From: To: (mm/dd/yyyy)

Approving Federal agency: ED Other (please specify):

The Indirect Cost Rate is %.

(3) If this is your first Federal grant, and you do not have an approved indirect cost rate agreement, are not a State, Local government or Indian Tribe, and are not funded under a training rate program or a restricted rate program, do you want to use the de minimis rate of 10% of MTDC? Yes No If yes, you must comply with the requirements of 2 CFR § 200.414(f).

(4) If you do not have an approved indirect cost rate agreement, do you want to use the temporary rate of 10% of budgeted salaries and wages?

Yes No If yes, you must submit a proposed indirect cost rate agreement within 90 days after the date your grant is awarded, as required by 34 CFR § 75.560.

(5) For Restricted Rate Programs (check one) -- Are you using a restricted indirect cost rate that:

Is included in your approved Indirect Cost Rate Agreement? Or, Complies with 34 CFR 76.564(c)(2)? The Restricted Indirect Cost Rate is %.

***Office of Postsecondary Education, Department of Education
2018 Child Care Access Means Parents in School (CCAMPIS) Program***

Budget Narrative-Year 1

Total Funding Requested: \$197,799, based on the required 1 percent allowance for Bergen Community College's total Federal Pell Grant awards for the institution in FY 2017 of \$197,799,419.

Personnel – Total Cost: \$123,230

Project Director, Sally Dionisio, MEd, will be charged at .05 FTE for a total salary cost of \$4,300. As current director of Bergen Community College's Child Development Center, Ms. Dionisio will be responsible for overseeing the CCAMPIS project.

Project Coordinator, TBH, The CCAMPIS Project Coordinator will be hired at full time at a salary cost of \$45,000. Under the general supervision of the Child Development Center Director, the CCAMPIS Project Coordinator's primary responsibility is the care and safety of children as assigned in a developmental child care setting. Plans, implements and evaluates age-level appropriate educational programs, routine, activities and techniques of child guidance. Works with Child Development Center Staff. Works with families as a team to provide care, education and support. Serves as a role model for the Early Childhood Education Program students.

Group Teacher, TBH, a full time Group Teacher will be hired at a salary cost of \$40,000. The Group Teacher performs duties assigned by the Project Director (Head Teacher and Director of the CDC). The Group Teacher supervises the work and attendance of Teaching Aides and Early Childhood students who are assigned to the CDC for their fieldwork and in conjunction with other courses and is responsible for providing pre-school education to children. The teacher must possess an A.A.S. Early Child Education or an A.A.S. with the appropriate credits in Early Child Education, and be certified and approved by the NJ Division of Youth and Family Services. Additionally, the teacher must have one-year prior experience teaching children under five years of age, able and willing to work required schedules and be well respected by the community.

Teaching Assistants (TAs): The CCAMPIS program will hire 4 part-time TAs for a total cost of \$33,930. The costs were determined by calculating hourly wages of \$15 for each TA hired. Costs for three of the TAs were determined by hours hired @ 3 TAs x \$15 per hour x 2.5hrs x 5 days a week x 52 weeks, for a total of \$29,250. The cost of the fourth TA, was calculated @ \$15 per hour x 6 hrs x 52 weeks (Saturday hours) for a total of \$4,600. The teaching assistants, reporting to the Project Director, are responsible for operating the Center in evening hours during the week and Saturday hours.

Fringe Benefits - Total Cost: \$37,592

The total cost of Fringe Benefits for full and part time workers is \$37,592. The fringe benefit rate for full time positions is charged to the grant at 39%, totaling \$34,827. The fringe benefit rate for part-time staff is charged at 8.15% totaling \$2,765.

Travel – Total Cost: \$2,300

Travel costs include the Project Director's participation in an NAEYC (out of state) and NY Department of Children and Family (in state) conferences, and meetings required to begin CDC's registration and participation in NJ Grow Kids. Additional travel expenses cover the cost of local travel for Group Teacher and Teaching Assistance for training sessions and CYCC community meetings.

***Office of Postsecondary Education, Department of Education
2018 Child Care Access Means Parents in School (CCAMPIS) Program***

Equipment – Total Cost: \$12,400

Equipment costs are estimates for the repair or replacement of CDC playground equipment totaling \$12,400. Calculations are based on replacement cost of current playground equipment, including replacing of worn slides by the manufacturer (Playworld Systems) of the current play system.

Supplies – Total Cost: \$5,000

Supply costs include the purchase of furniture (5 chairs), rugs (3), in addition to the purchase of Ipad devices (15 devices) for use at the CDC. Rugs are calculated at \$320 each, chairs at \$79 each and Ipad devices at \$275 each. Additional expenses include supplies needed to classroom activities.

Construction – NA

Contractual – NA

Other – Total Costs: \$4,500

Other costs include estimated fees and consulting expenses for curriculum and parent workshop development. Additionally, the CDC anticipates costs for new areas of child instruction and Parent-Child interactive activities. Costs are associated with martial arts instruction, participation in Monarch Butterfly workshops, exercise instruction and other activities requiring instructor and supply costs.

Indirect Costs – Total Cost: \$12,866

The program indirect cost totaling \$12,866, is calculated at 8% of Personnel and Fringe benefit costs.

***Office of Postsecondary Education, Department of Education
2018 Child Care Access Means Parents in School (CCAMPIS) Program***

Abstract

Bergen Community College (BCC), located in Paramus, New Jersey, is a comprehensive, publicly supported two-year college committed to providing equal academic opportunities for all students. Founded in 1965, the College serves growing communities within Bergen County and the surrounding Northern region of the state, a geographic area with diverse populations and contrasting needs. BCC is applying for a CCAMPIS grant totaling \$197,799 (its first year budget) to enhance and expand services of its Child Development Center (CDC). Operated by the college for more than 35 years, the CDC is an accredited pre-school for student parents and learning laboratory for students enrolled in early child development and other BCC certificate and associate degree programs influencing the teaching profession. The goal of the CCAMPIS program is to assist low-income families needing child care for children aged 2 ½ to 13 years of age and ensure the successful completion of requirements for student parents enrolled in BCC Education Programs.

The CCAMPIS grant will enable CDC programs to:

- Create affordable options to improve access to childcare and parent-child support services for low-income families;
- Expand pre-school program capacity;
- Improve parent support and involvement in their child's education;
- Expand use of parent, child, student learner interactive technology, and
- Address infrastructure needs to improve safety of playground equipment and classroom accommodations.

CCAMPIS Objectives:

Objective 1: Improve sliding scale fee structure to increase the number of lower income student parents using the CDC child care and pre-school learning laboratory services

Objective 2: Accommodate an increased number of student who require more flexibility in scheduling child care due to class and non-standard work requirements by increasing CDC capacity to serve its full licensed 45 pre-school slots.

Objective 2a: Reopen CDC's 3rd classroom, not currently in use due to the retirement of a teacher, and hire a full time teacher.

Objective 3: Keep the Center open on Saturdays and evenings by hiring additional part-time staff members to Expand Short Term Program to provide alternative care options for student parents.

Objective 4: Expand and develop parent and family activities through new curriculum and preschool parent workshops providing opportunities to show parents how they can support learning in the classroom and expand learning at home.

Objective 5: Increase Professional Development hours for teaching and program staff (including travel).

Objective 6: Improve use technology for children and parents in learning activities.

Objective 7: Improve safety in outdoor Playground equipment and indoor learning activities and classroom facilities.



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BOARD OF TRUSTEES ACTION E/SA 6
Approval Date: August 7, 2018

Resolution

To accept the NJ Colleges & Universities Implementing Tobacco and Smoke-Free Policies Project (NJ CUITs) Grant Program for a grant in the amount of \$3,600 to strengthen and improve current campus smoking policies, and to authorize President Michael D. Redmond, or his designee, to execute required documents.

Submitted By

Dr. Waldon J. Hagan, Vice President of Student Affairs
Dr. William Mullaney, Vice President of Academic Affairs
Dr. Yun K. Kim, Vice President of Institutional Development
Mr. Victor Anaya, Executive Director, Finance
Ms. Rachel Lerner Colucci, Dean of Student Life and Conduct
Dr. William J. Yakowicz, Director, Grants Administration

Action Requested

The NJ Colleges & Universities Implementing Tobacco and Smoke-free Policies Project (NJ CUITs) is a grant sponsored by NJ Prevention Network (NJPN) in conjunction with the New Jersey Department of Health. The grant provides Bergen Community College with best practice policy options and funding to support their efforts as they work to strengthen and improve current campus smoking policies. Strong policies include supporting quitting among current smokers, eliminating the sale of tobacco products, and prohibiting smoking on campus. Bergen Community College has been awarded \$3,600 to be used to assist in this project to cover expenses such as student stipends, staff time, mileage reimbursement to meetings, program supplies such as signage and other expenses to promote a tobacco free campus.

No matching funds are required.

The project summary and budget are attached.

Project Summary

Project Director: Dean Rachel Lerner-Colucci

The Colleges & Universities Implementing Tobacco and Smoke-free Policies Project (NJ CUITs) is a grant sponsored by NJ Prevention Network (NJPN) in conjunction with the New Jersey Department of Health. The grant provides Bergen Community College with best practice policy options and funding to support their efforts as they work to strengthen and improve current campus smoking policies. Strong policies include supporting quitting among current smokers, eliminating the sale of tobacco products, and prohibiting smoking on campus. Bergen Community College has been awarded \$3,600 to be used to assist in this project to cover expenses such as student stipends, staff time, mileage reimbursement to meetings, program supplies such as signage and other expenses to promote a tobacco free campus.

1. PERSONNEL	PURPOSE	COST
1a. Project Lead Stipend + Fringe	The Project Lead will receive a stipend once a semester for performing the work of this grant as it is a time commitment beyond normal job duties and requirements.	\$500
SUBTOTAL - PERSONNEL		\$500
2. SUPPLIES	PURPOSE	COST
2a. Student Government Association (SGA) Judiciary Event Banner	A vinyl banner will be created and used at a SGA Judiciary event to raise awareness of this campaign. The banner will be proudly displayed in the Student Center atrium after signed by students who "pledge" to remain committed to a smoke-free campus.	\$75.00
2b. Campus Signage	Placement of on-campus signage related to anti-smoking policies and procedures will be improved to ensure they are displayed more prominently at building entrances.	\$1,400
2c. Awareness Tools	Many items to raise campaign awareness and educate students and staff on the dangers of smoking will be distributed: "Smoke Free Bergen" campaign shirts to be worn by students and staff (\$300); "Stop Smoking" sliders offering information on the long-term health risks of smoking (\$100); "Smoke Free Bergen" lung-shaped stress relievers to assist individuals eager to quit (\$125); and "Smoke Free" campaign buttons (\$125) - for a total of \$650.	\$650
SUBTOTAL - SUPPLIES		\$2,125.00
3. HONORARIUM	PURPOSE	COST
3a. Cessation Speaker Honorarium	An external speaker will come to campus during the Spring 2019 semester for an event connected to the Great American Smokeout.	\$400
SUBTOTAL - HONORARIUM		\$400
4. OTHER	PURPOSE	COST
4a. Social Media Promotion	Students are connected to social media accounts like Twitter, Facebook, and Instagram. We will utilize the College's social media accounts to promote updates to the smoking policy and enforcement.	\$75
4b. Incentives for Survey Participation (Vouchers)	Small vouchers will be given to students as an incentive to participate in surveys disseminated on-campus measuring attitudes and behaviors in regards to smoking and its presence at the College.	\$500
SUBTOTAL - OTHER		\$575
TOTAL COSTS		\$3,600.00

NEW JERSEY PREVENTION NETWORK, INC.
150 AIRPORT ROAD, SUITE 1400
LAKEWOOD, NEW JERSEY

CONSULTANT AGREEMENT

This agreement is made on June 6, 2018, between New Jersey Prevention Network, Inc., a Non-profit Corporation, located at 150 Airport Road, Suite 1400, Lakewood, NJ, 08701, hereafter referred to as NJPN and Bergen Community College, located at 400 Paramus Road, Paramus, NJ, 07652, hereafter referred to as CONSULTANT.

In consideration of the mutual covenants contained in this agreement, NJPN and CONSULTANT agree as follows:

Section I

- The New Jersey Prevention Network (NJPN) is a public health agency working to prevent substance abuse, addiction and other chronic diseases by building capacity among professionals, fostering positive collaboration among providers, and strengthening the field of prevention through the use of evidence-based practices and strategies.

Section II

- CONSULTANT agrees to perform services as noted in the Program Guidelines attached.

Section III

- The terms of this agreement shall commence on May 1, 2018 and the contract shall remain in full force for the term of this agreement through June 30, 2018.
- Notwithstanding the foregoing, NJPN or the CONSULTANT may cancel this agreement for any reason, with or without cause, by giving (14) fourteen days' written notice thereof to the other party.

Section IV

- As compensation for the services of the CONSULTANT performed under this agreement, NJPN shall pay CONSULTANT upon submission of a detailed invoice in the full amount of \$3,600.
- Contract will not be in effect and no payment will be made until a signed copy of this agreement is returned to NJPN.
- Payment shall be made to CONSULTANT for work specified and on receipt by NJPN of an invoice.


Section V

- The parties intend that CONSULTANT, in performing services specified in this agreement, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONSULTANT is not to be considered an agent or employee of NJPN and is not entitled to participate in any pension plan, bonus, stock, or similar benefits that NJPN provides for its employees.

IN WITNESS WHEREOF, the parties here have made and executed this Agreement as of the day and year first written above.

NJPN: 

CONSULTANT: 

ATTEST: 

ATTEST: 

DATE: 6/26/18

DATE: 7/2/18

NJ Colleges & Universities Implementing Tobacco and Smoke Free Policies Program Guidelines

The consultant agrees to support the New Jersey Department of Health's mission for the "NJ Colleges & Universities Implementing Tobacco and Smoke-Free policies" project. This project is supported through funding from the NJ Department of Health, Office of Tobacco Control, Nutrition and Fitness, and will support evidence-based strategies to reduce tobacco initiation and use, support cessation, and reduce the impact of secondhand smoke.

In order to support this overall mission, the consultant agrees to:

- Work towards strengthening your college's campus tobacco policy.
- Outreach to key stakeholders on campus on the importance of creating a Tobacco and Smoke Free College Campus policy.
- Conduct a brief needs assessment and environmental scan to assist in understanding the nature and norms of smoking and tobacco use on campus.
- Participate in the Tobacco-Free College Taskforce, a subgroup of the NJ Strategic Advisory Group on Tobacco Prevention. The Taskforce will meet regularly (every other month) at a central location.
- Encourage students to form a Tobacco-Free Student Advisory Board to empower student advocates to assist with this effort.
- Submit monthly updates to NJPN on progress made using the provided format.

The New Jersey Prevention Network agrees to:

- Provide technical assistance to the college/university related to the efforts to create a Tobacco Free Campus.
- Provide training and networking opportunities as well as access to evidence-based tools and strategies via NJ CUITs website.



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BOARD OF TRUSTEES ACTION E/SA 7
Approval Date: August 7, 2018

Resolution

To authorize submission of a proposal to the American Cancer Society's Tobacco-Free Generation Campus Initiative for a grant in the amount of \$12,000 to accelerate and expand the adoption and implementation of 100% smoke- and tobacco-free policies on college and university campuses across the nation, and to authorize President Michael D. Redmond, or his designee, to execute required documents.

Submitted By

Dr. Waldon J. Hagan, Vice President of Student Affairs
Dr. William Mullaney, Vice President of Academic Affairs
Dr. Yun K. Kim, Vice President of Institutional Development
Mr. Victor Anaya, Executive Director, Finance
Dr. William J. Yakowicz, Director, Grants Administration

Action Requested

American Cancer Society's Tobacco-Free Generation Campus Initiative focuses on combating the tobacco epidemic, which remains responsible for fully 30 % of all cancer deaths in the United States. Lead by the Student Government Association and overseen by Ian Wolf, Coordinator of Student Conduct & Information, this grant will allow for the adoption and implementation of policies requiring the campus to be smoke- and tobacco-free, taking an increasingly proactive role in addressing the changing tobacco landscape. Policies include supporting quitting among current smokers, eliminating the sale of tobacco products, and prohibiting smoking on campus. Funds will be used to assist in this project to cover expenses such as student stipends, staff time, mileage reimbursement to meetings, program supplies such as signage and other expenses to promote a tobacco free campus.

No matching funds are required.

The project summary and budget follow below.

Project Summary

Project Director: Ian Wolf

The American Cancer Society's Tobacco-Free Generation Campus Initiative will build upon the Colleges & Universities Implementing Tobacco and Smoke-free Policies Project (NJ CUITs) is a grant sponsored by NJ Prevention Network (NJPN). Lead by the Student Government Association and overseen by Ian Wolf, Coordinator of Student Conduct & Information, this grant will allow for the adoption and implementation of policies requiring the campus to be smoke- and tobacco-free, taking an increasingly proactive role in addressing the changing tobacco landscape. Policies include supporting quitting among current smokers, eliminating the sale of tobacco products, and prohibiting smoking on campus. Funds will be used to assist in this project to cover expenses such as student stipends, staff time, mileage reimbursement to meetings, program supplies such as signage and other expenses to promote a tobacco free campus.

1. PERSONNEL	PURPOSE	COST
1a. Project Lead Stipend + Fringe	The Project Lead will receive a stipend once a semester for performing the work of this grant as it is a time commitment beyond normal job duties and requirements.	\$1,500
SUBTOTAL - PERSONNEL		\$1,500
2. SUPPLIES	PURPOSE	COST
2a. Campus Signage	Placement of on-campus signage related to anti-smoking policies and procedures will be improved to ensure they are displayed more prominently at building entrances.	\$5,625
2b. Awareness Tools	Many items to raise campaign awareness and educate students and staff on the dangers of smoking will be distributed	\$1,950
SUBTOTAL - SUPPLIES		\$7,575
3. HONORARIUM	PURPOSE	COST
3a. Cessation Speaker Honorarium	An external speaker will come to campus during the Spring 2019 semester for an event connected to the Great American Smokeout.	\$1,200
SUBTOTAL - HONORARIUM		\$1,200
4. OTHER	PURPOSE	COST
4a. Incentives for Survey Participation (Vouchers)	Small vouchers will be given to students as an incentive to participate in surveys disseminated on-campus measuring attitudes and behaviors in regards to smoking and its presence at the College.	\$1,725
SUBTOTAL - OTHER		\$1,725
TOTAL COSTS		\$12,000



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BOARD OF TRUSTEES ACTION E/SA 8
Approval Date: August 7, 2018

Resolution

To authorize submission of a proposal to the National Endowment for the Humanities, Division of Education Programs, Humanities Initiatives at Community Colleges Program for a grant in the amount of \$100,000 to allow for impactful collaborative initiatives between the Literary and Poetry Arts Series and the Arts Hub, and to authorize President Michael D. Redmond, or his designee, to execute required documents.

Submitted By

Dr. William Mullaney, Vice President of Academic Affairs
Dr. Yun K. Kim, Vice-President of Institutional Effectiveness
Mr. Victor Anaya, Executive Director, Finance
Dr. William J. Yakowicz, Director, Grants Administration

Action Requested

This grant will allow the College to expand exposure of faculty and students to the humanities, including an understanding of human intercultural connectedness. This will include a study of the changing nature of language (virtual, digital, material), one of many common aspects of the humanities. To achieve the goal of learning and to facilitate a greater awareness, BCC will conduct the following three-pronged phase of efforts over the course of two academic years: *Phase One*: The Literary Arts Series will host Esmeralda Santiago who will visit the Bergen Community College campus in FY20. In preparation, there will be speaking events, symposia involvement, and curricular development initiatives using her work. *Phase Two*: A series of spring faculty symposia will take place during FY20 and FY21. In addition to faculty development through symposia in the fall, there will be curricular development, and guest speaking events during the spring of 2017 and both fall semesters during the grant period. *Phase Three*: The creation of "A Living Archive" will make humanities events more accessible for ongoing study without some of the same temporal and spatial constraints of traditional programming. The archive will be used as a classroom resource across the disciplines for lectures, discussions, and initiating conversations about the humanities in general.

No matching funds are required.

The project summary and preliminary budget are attached.

Project Summary

Project Director: Dr. Jessica Datema

Bergen Community College seeks to conduct faculty symposia, create an archive, and enhance encounters in the humanities in general through full funding from the NEH Humanities Initiatives at Community College Grant. The project will cover two years and four semesters. BCC will use the project to transform its entire humanities program offerings by supporting faculty development at the college. Approximately 200 faculty members from the humanities and thousands of students will be impacted. They will be studying a variety of works in the humanities, including Esmeralda Santiago who will be our Literary Arts Series speaker during the project. All programming will be designed so that faculty and students might engage in more active learning in the humanities.

The grant project will primarily develop and improve cooperation amongst faculty in the humanities. We believe all our students, and especially underserved Hispanic communities, should be educated more effectively through advances in our humanities programs. The grant will lead to enhanced faculty development that will better prepare the students to find careers in the humanities. With grant funding, BCC carry out a wide range of academic and virtual initiatives to improve encounters in the humanities. Bergen Community College is a critical juncture as it is a home to Hispanic students, veterans, older students, immigrants and many underserved learners who would greatly benefit from increased exposures to the humanities. To date, BCC hosts many humanities events but has yet to integrate them into an organized structure that ensures faculty and students have common and ongoing access. For many students, their first exposure to the humanities before attending college is via mainstream media or websites, both of which the college would like to utilize better.

Preliminary Budget

Budget Category	Year 1	Year 2	Total
Salaries			
Project Director: Jessica Datema	\$4,000	\$4,000	\$8,000
Dr. Stacey Balkan, Co-Director	\$4,000	\$4,000	\$8,000
Prof. Brian Cordell, Co-Director	\$4,000	\$4,000	\$8,000
Faculty Symposia Stipends	\$8,500	\$8,500	\$17,000
Fringe Benefits			
Part time 8.15%	\$1,671	\$1,671	\$3,342
Consultant Fees			
LAS Speaker	\$10,750	\$5,750	\$16,500
Symposia Speakers	\$4,500	\$4,500	\$9,000
Supplies & Materials			
Library acquisitions	\$500	\$500	\$1,000
Speaking Events	\$750	\$750	\$1,500
Total Direct Costs	\$58,671	\$43,671	\$102,342
Indirect Costs	\$14,145	\$14,145	\$28,290
TOTAL			\$100,632



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BOARD OF TRUSTEES ACTION E/SA 9
Approval Date: August 7, 2018

Resolution:

Approve the plan of the Early College Program for Kearny High School to be offered at Bergen Community College at the Meadowlands.

Submitted By:

Dr. William Mullaney, Vice President of Academic Affairs
Dr. David A. Eichenholtz, Associate Dean, High School and College Partnerships

Action Requested

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

Justification

The establishment of the Early College Program for Kearny High School located at Bergen Community College at the Meadowlands would represent an expansion of the program and offers a unique opportunity for the College to carry out its mission.

This partnership represents a variation of the model of the Applied Technology High School that was successfully launched at Bergen in the fall 2015 as a means to provide an educational program that offers high-school level students a blend of academic high school curriculum and college classes offered on a college campus. This new partnership would provide a similar blend of high school and college curricula that allows high school students to take college classes on a college campus and graduate from high school with a significant number of earned college credits.

Memorandum of Understanding between
Kearny High School and
Bergen Community College

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

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

WHEREAS the curriculum will be developed in such a way that students in that program can earn an Associate of Arts degree in ___General Curriculum___, an Associate of Science degree in ___Marketing___, from BCC upon graduation from high school; and

WHEREAS both BCC and ___KHS are prepared to make certain modifications to their respective programs in order to honor student efforts under the Early College Agreement and to ensure that those efforts may conclude with each student receiving an Associate of Arts degree in ___General Curriculum___, an Associate of Science degree in ___Marketing___:

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

1. This terms of this Memorandum of Understanding shall be incorporated into the final Early College Agreement, to be in effect beginning September 1, 2018___. The parties may, by mutual agreement, modify the terms of this Memorandum of Understanding prior to the finalization of the Early College Agreement.
2. BCC and ___KHS shall abide and comply with all applicable State and federal law, as well as the policies and regulations of each respective institution, as they apply to the furnishing of data, reports, and other documents as may be required to effectuate the terms of the Early College Agreement.
3. BCC shall provide the facilities, faculty, and staff necessary for the full implementation of the provisions of the Early College Agreement.
4. Students covered under the Early College Agreement shall fulfill all requirements for admission to BCC as matriculation students by June 30, 2018___.
5. ___KHS/KHS Students agree(s) to pay all tuition at the current dual enrollment rate (1/2 the current per credit rate) and pay the full amount of all related college/course fees, for

the Fall 2018__ semester and Spring 2019__ semester. This amount will be received by BCC on or before the due dates determined by the Registration Office for that semester.

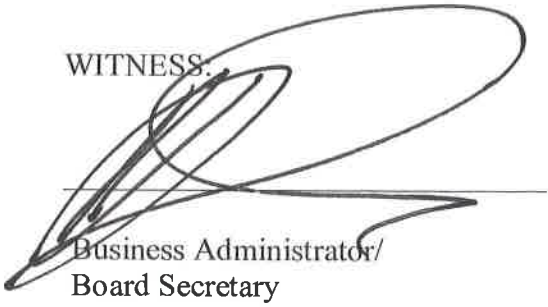
6. __KHS/KHS Students agree(s) to purchase all books and supplies selected and approved by BCC to be used for the courses in which the __HS students covered under the Early College Agreement are currently enrolled or shall be enrolled.
7. The residency requirement for graduating with an Associate of Arts degree in __General Curriculum__, an Associate of Science degree in __Marketing__, for students covered under the Early College Agreement shall be considered fulfilled when all remaining credits beyond the courses in which they are currently enrolled that are required for those degrees are taken and completed at the BCC campus as fully admitted matriculating students.
8. BCC agrees to grant __KHS students covered under the Early College Agreement applicable credit for all courses successfully completed.
9. BCC agrees to grant each __HS student under the Early College Agreement an Associate of Arts degree in __General Curriculum__, an Associate of Science degree in __Marketing__, when all course requirements for that degree have been successfully completed within any applicable time, financial, residency, admission, and enrollment constraints and/or requirements specified within the Early College Agreement.
10. This Memorandum of Understanding shall not constitute a binding precedent by either BCC or __KHS and shall not apply to any other current or future Early College program between BCC and __KHS.
11. This Memorandum of Understanding may be amended or terminated only by the mutual consent of the parties, in writing, and as signed by the appropriate representative of each party.
12. This Memorandum of Understanding may be terminated by either party with a 30-day notice, in writing.

PROPOSED CLASSES FOR THE
KEARNY EARLY COLLEGE PROGRAM

(LIST COURSES HERE)

* see addendum

WITNESS:


Business Administrator/
Board Secretary

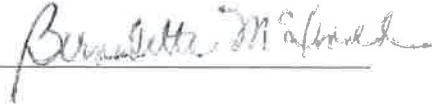
DATED:

WITNESS:


REPRESENTATIVE SUPERINTENDENT

DATED: 6/5/2018

KEARNY BOARD
OF EDUCATION

BY: 
Board President

DATED:

BERGEN COUNTY
COMMUNITY COLLEGE

BY: _____
PRESIDENT

DATED:



BERGEN COMMUNITY COLLEGE
ADDENDUM TO 2018-19 SCHOOL YEAR
EARLY COLLEGE MEMORANDUM OF UNDERSTANDING
2018-19 COURSE OFFERINGS

PSY 101 – GENERAL PSYCHOLOGY

HIS 101 – WESTERN CIVILIZATION TO THE REFORMATION

ART 101 – INTRODUCTION TO ART AND VISUAL CULTURE

COM 102 – PUBLIC SPEAKING

LAN 170 – AMERICAN SIGN LANGUAGE 1

HIS 102 – WESTERN CIVILIZATION SINCE THE REFORMATION

MAT 150 – STATISTICS 1

PHR 101 – INTRODUCTION TO PHILOSOPHY

PHR 102 – CONTEMPORARY MORAL ISSUES

MUS 101 – INTRODUCTION TO MUSIC

MAT 130 – CONTEMPORARY MATH

ANT 100 – INTRODUCTION TO ANTHROPOLOGY

BIO 103 – THE HUMAN BODY

PHR 121 – RELIGIONS OF THE WORLD

SOC 101 – SOCIOLOGY

GEO 101 – WORLD GEOGRAPHY

BIO 107 - INTRODUCTION TO HUMAN BIOLOGY

CRJ 101 – INTRODUCTION TO CRIMINAL JUSTICE

CRJ 113 – THE JUVENILE JUSTICE PROCESS

CRJ 103 – CRIMINAL LAW

ECO 101 – PRINCIPLES OF MACROECONOMICS

CRJ 105 – POLICE ADMINISTRATION

CRJ 107 – CRIMINOLOGY

CRJ 109 – CONTEMPORARY ISSUES IN POLICING



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BOARD OF TRUSTEES ACTION: Institutional - 1
Approval Date: August 7, 2018

Resolution:

Abolishment of Policies and Procedures

Submitted By

Dr. Michael D. Redmond, President

Action Requested

To abolish the following policies:

1. A: AC: ACC - Appointment of Hearing Panel/Employee Grievance Appeals
2. A: AC: ACD - Appointment of Hearing Panel/Site and Facilities
3. B: BFF - Hourly and Non-Affiliated Employees – Terms and Conditions of Employment
4. B: BH: BHD - Procedure for Determining Non-Ranked Administrators Overload Teaching Rate
5. B: BL: BLA - Regulations Regarding Pay for Emergency Closings
6. B: BP - Overtime Work Performed Outside Assigned Division or Department
7. C: CA: CCA - Theatre Rental Fees
8. C: CD: CDA - Continuing Education Non-Credit Tuition
9. E: EB - Rules and Regulations for Community Use of College Facilities
10. E: ED - Policy for On-Campus Activity by Non-College Organizations/Vendors
11. I: IB - Email Retention Policy

Justification:

These policies are either obsolete or have been superseded by other policies.



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BOARD OF TRUSTEES ACTION: Institutional 2
Approval Date: August 7, 2018

Resolution

Policy: Bergen Community College Board of Trustees for Campus Posting.

Submitted By

Dr. Michael D. Redmond, President

Action Requested

To approve the Bergen Community College Board of Trustees Policy for Campus Posting.

Justification

This policy was created as part of the college's on-going review of college policies.

See attached policy.

Bergen Community College Board of Trustees Section ()

Policy #
Effective Date
Responsible Official
Vice President for Student Affairs

Campus Posting Policy

Reason for Policy

To establish guidelines and procedures for the approval, display, and removal of postings on campus posting boards.

To provide campus organizations, offices, departments, and the general public the opportunity to promote events and display information to the campus community while outlining requirements for the preparation, approval, display, and removal of postings.

To ensure effective campus postings, to support an inclusive community reflective of college values, and to avoid damage to college property.

Entities Affected by this Policy

Students, Employees, Public

Policy Statement

Bergen Community College (also “Bergen” or “the College”) coordinates the posting of notices for College-affiliated events on college property.

The Campus Posting Policy provides Bergen students, faculty, staff, and the public with space to post approved events and advertisements at designated locations throughout the campus. All postings must be neat and support the interest of both the sponsoring organization and the college. All postings must adhere to the Bergen Community College’s Mission, Vision, and Values. Obscene, libelous, racist, sexist, or other disruptive postings inconsistent with our statement of Mission, Vision, and Values, will not be permitted.

Procedures

- 1) Any notices posted on student bulletin boards must be approved and stamped by the Office of Student Life in A 101 or the Student Leadership Commons in SC 110.
- 2) A student bulletin board is any bulletin board not specifically designated for a Department, Organization, or Event Series. All student bulletin boards will be numbered and are listed in the Office of Student Life.

- 3) Only authorized Student Life personnel may issue an approval stamp.
- 4) The stamp will be valid for one month or until the day after the event.
- 5) Posters may not exceed 11"x17"--preferred size is 8½"x11" or smaller.
- 6) Individuals or organizations posting materials are responsible for removing flyers in a timely manner.
- 7) Posting and removal of materials from any designated bulletin board (advertising for a specific academic department or service branch) will be the sole responsibility of that department.
- 8) Flyers or posters from outside organizations sponsoring events or services will be allowed to post 15 copies.
- 9) Individuals and organizations are responsible for their own printing and distributing across campus buildings in accordance with this policy.
- 10) Flyers, advertisements, or posters that imply the use of drugs or alcohol, promote illegal activity, violate copyright laws, or violate college policy will not be approved.
- 11) Advertisements placed over other postings (valid or expired) may be removed without notification. If the board is full, you may rearrange (not remove) advertisements to fit yours.
- 12) No staples are permitted to hang materials. Please use thumbtacks or pushpins only.

Violations

Postings that do not comply with this policy may be removed and discarded without notice. Any individual or organization that posts items in violation of this policy may lose campus posting privileges. Any student who posts items in violation of this policy may be subject to disciplinary action under the Student Code of Conduct.

The Office of Student Life must authorize any special considerations that do not adhere to these policies. Such requests must be submitted in writing to the Office of Student Life at least two days in advance of the desired posting date.

Related Documents/Policies

List of Pitkin Education Center Bulletin Board Locations

Policy History (adopted/amended)

Adapted in part from SUNY FIT



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BOARD OF TRUSTEES ACTION: Institutional 3
Approval Date: August 7, 2018

Resolution

Approval of the Bergen Community College Board of Trustees Policies for:
Policy Prohibiting Sexual Harassment
Policy Prohibiting Discrimination
Internal Complaint Processes and Procedures

Submitted By

Dr. Michael D. Redmond, President
Mr. James R. Miller, Executive Director, Human Resources

Action Requested

To approve the updated policies as part of the college's on-going review of college policies.

Justification

Policies were revised to reflect changes in current laws and in compliance with reporting requirements.

See attached policies.

POLICY PROHIBITING SEXUAL HARASSMENT

Reason for Policy:

The College recognizes the human dignity of each member of the College community and believes that each member has an obligation to promote respect and dignity for others. Accordingly, the College strives to foster an environment that is free from discrimination and harassment on the basis of membership in the above-referenced protected classes. In keeping with its commitment to provide an environment free from discrimination, the College will not tolerate, condone or allow any conduct by an instructional, supervisory, managerial or administrative personnel, co-workers, independent contractors, vendors or others with whom the College does business, which illegally discriminates against any employee, or student on the basis of an employee’s or student’s membership in a protected class.

This policy specifically addresses sexual and gender-based discrimination and harassment. The College also prohibits other forms of discrimination and harassment as detailed by its policy Prohibiting Discrimination and Harassment. Depending on the nature of the allegations, additional College policies may be implicated.

This policy specifically applies to conduct committed by College employees and third parties and prohibits a broad range of behaviors focused on sex and/or gender that may or may not be sexual in nature. Sexual harassment, sexual violence and exploitation, gender-based harassment, and all forms of related misconduct are prohibited and will not be tolerated by the College.

The College recognizes its responsibility to increase awareness of such misconduct, prevent its occurrence, support victims, deal fairly and firmly with offenders, and diligently investigate reports of misconduct. In addressing these issues, all members of the College must come together to respect and care for one another in a manner consistent with our deeply held academic and community values.

Entities Affected by this Policy: Faculty, staff, students, 3rd parties doing business with the College.

Policy Statement:

Bergen Community College (the “College”) is steadfastly committed to cultivating and maintaining a working and learning environment that is free from discrimination and harassment based upon membership in enumerated protected classes and/or characteristics (“protected classes”) as well as from retaliation based upon the exercise of rights pursuant to this policy. Sexual harassment in any form constitutes prohibited, unprofessional and unacceptable conduct, and is a violation of Title VII of the Civil Rights Acts of 1964 and 1990 as amended, Title IX of the Education Amendments of 1972, the New Jersey Law Against Discrimination, established case law and State policies. The College has a separate document outlining the Internal Complaint Procedures and Investigation Protocols. This policy applies to all areas of the College’s operations and programs.

The College will enforce this policy and expects all employees and students to be diligent in preventing, detecting and reporting any incidents of discrimination. The College expects all members of the College community to avoid any acts or statements that may constitute discriminatory behavior and to ensure that his or her conduct complies with this policy. This policy supplements the College’s policy prohibiting discrimination and harassment in furtherance of its unrelenting commitment to fostering an environment that is safe, secure, and free from sexual and gender-based discrimination and harassment, and other related misconduct.

The College acknowledges its responsibility to increase awareness of such misconduct, prevent its occurrence, support victims, deal fairly and firmly with alleged offenders, and diligently investigate reports of misconduct. In addressing these issues, all members of the College must come together to respect and care for one another in a manner consistent with our deeply held academic and community values. This policy sets forth how the College defines and addresses sexual and gender-based harassment and related complaints made against College employees, student employees and third parties doing business with the College.

The College will not tolerate, condone or allow sexual harassment of any of its students or employees, by any instructional, supervisory, managerial or administrative personnel, co-workers, other students, independent contractors, vendors or others with whom the College does business. The College will enforce this policy and expects all employees and students to be diligent in preventing, detecting and reporting any incidents of sexual harassment. The College expects each employee and student to avoid any acts or statements that may constitute sexual harassment and to ensure that his or her conduct complies with this policy. The College will take appropriate disciplinary action when an investigation reveals that an individual has engaged in any such prohibited conduct.

I. SCOPE OF APPLICATION

This policy shall apply to all areas of the College's operations and programs. This policy governs sexual harassment, assault, exploitation, gender-based harassment, and related misconduct allegedly committed by a current College employee (e.g., faculty, staff, and student employees) and/or third parties (e.g., interns, volunteers, vendors, contractors, and subcontractors) that either:

- A. Occurs on College property, or in connection with any College program(s) or activity (ies).
- B. Creates a hostile environment for College employees or students; or
- C. Involves a complaint by a College employee or student arising out of the respondent's employment status with the College or third party's business or relationship with the College.

This policy applies whether conduct occurs on campus or off campus, if the continuing effects of the conduct have the potential to unreasonably interfere with or limit an individual's work, academic performance, personal security, or participation in any College activity.

The College's Director of Human Resources or his/her designee shall serve as the College's central intake officer for all matters involving discrimination, harassment, sexual harassment, and sexual misconduct. The College may designate other College offices or employees to perform any roles or duties described in this Policy where necessary to effectuate the intent and purpose of this Policy.

II. DEFINITIONS OF PROHIBITED CONDUCT

The College prohibits the following conduct, as well as attempts to commit and/or aid or incite others to commit these acts. PLEASE NOTE THAT THESE DEFINITIONS ARE BEHAVIORAL DESCRIPTIONS, NOT LEGAL OR CRIMINAL DEFINITIONS.

A. **Sexual Harassment** includes any unwelcome sexual advances, requests for sexual favors, or other unwelcome written, verbal, or physical conduct of a sexual nature when:

- i. Such conduct has the purpose or effect of unreasonably interfering with an individual's academic or work performance or creating an intimidating, hostile, or offensive environment for that individual's employment, education, or participation in a College activity; or

ii. Submission to, or rejection of, such conduct by an individual is used as the basis for decisions affecting the individual's academic standing, employment status, or participation in a College activity; or

iii. Submission to such conduct is made, explicitly or implicitly, a term or condition of an individual's education, employment, or participation in a College activity.

Sexual harassment may be committed by anyone regardless of gender identity and may occur between members of the same or opposite sex.

A. Hostile Environment. A "hostile environment" exists when unwelcome conduct of a sexual or gender-based nature has the purpose or effect of unreasonably interfering with an individual's academic or work performance or creating an intimidating, hostile, or offensive environment for that individual's employment, education, living environment or participation in a College activity. A person does not have to be the target of harassment to complain about it. Harassing behavior toward others may be so offensive, demeaning, or disruptive as to constitute a hostile work or academic environment, even if the harassment is not specifically directed at the observer or individual lodging the complaint. Alleged harassment will be evaluated according to the objective standard of a reasonable person. A single, isolated incident of sexual or gender-based harassment may, based on the facts and circumstances, create a hostile environment.

Hostile environment sexual harassment includes, but is not limited to:

- Generalized gender-based remarks and behavior;
- Inappropriate, unwanted, offensive physical or verbal sexual advances and comments;
- Solicitation of sexual activity or other sex-linked behavior by promise of reward;
- Coercion of sexual activity by threat of punishment; and
- Gross sexual imposition such as touching, fondling, grabbing or assault.

The above-referenced conduct committed by any instructional, supervisory, managerial or administrative personnel, co-workers, independent contractors, vendors or others with whom the College does business constitutes prohibited sexual harassment when a reasonable person of the same sex as the aggrieved individual would consider it sufficiently severe or pervasive to alter the conditions of employment or education or to create an intimidating, hostile or offensive working or educational environment.

It shall be the responsibility of each administrator, support staff, faculty member, student to:

- Ensure that the college environment is free from acts of sexual harassment by supervisors, employees, non-employees and students;
- Make all employees and students aware of the policy against sexual harassment and of the procedure for filing complaints when sexual harassment has potentially occurred; and/or
- Immediately report any incident alleging sexual harassment to the Director of Human Resources;

B. Gender-based Harassment. Gender-based harassment refers to acts of aggression, intimidation, stalking, or hostility based on gender, gender identity, or gender stereotyping. Gender-based harassment can occur if individuals are harassed either for exhibiting what is perceived as a stereotypical characteristic of their sex, or for failing to conform to stereotypical notions of masculinity or femininity. To constitute harassment, the conduct must unreasonably interfere with an individual's employment, education, or participation in a College activity, or create an unreasonably intimidating, hostile, demeaning or offensive work, academic, or living environment.

C. Sexual Intimidation. Sexual intimidation refers to threatening behavior of a sexual nature directed at another person or group that reasonably leads the target(s) to fear for their physical well-being or to engage in sexual conduct for self-protection. Some examples of sexual intimidation are threatening to sexually assault another person or engaging in indecent exposure

D. Sexual Exploitation. Sexual exploitation refers to non-consensual abuse or exploitation of another person's sexuality for the purpose of sexual gratification, financial gain, personal benefit or advantage, or any other non-legitimate purpose. Examples of sexual exploitation include, but are not limited to:

- Observing another individual's nudity or sexual activity or allowing another to observe nudity or sexual activity without the knowledge and consent of all participants;
- Non-consensual streaming of images, photography, video or audio recording of sexual activity or nudity, or distribution of such without the knowledge and consent of all participants;
- Exposing one's genitals in non-consensual circumstances; or
- Inducing incapacitation for the purpose of making another person vulnerable to non-consensual sexual activity.

E. Sexual Assault or Non-Consensual Sexual Contact. Sexual assault or non-consensual sexual contact refers to any one or more of the following acts:

- Touching or penetrating of an unwilling or non-consenting person's intimate parts (under or over a person's clothes);
- Forcing an unwilling person to touch another's intimate parts; or
- Touching or penetrating an unwilling person or non-consenting person with one's own intimate parts.

F. Retaliation. Retaliation refers to any act of intimidation against an individual who, in good faith, asserts their right to bring a complaint under this Policy, including individuals who file a third-party report, participate in an investigation, or protest the alleged conduct or retaliation. Retaliation can arise in various forms including, but not limited to, sustained abuse or violence, threats, and intimidation. Any individual or group of individuals, not just a Respondent or Complainant, can be liable for retaliation. Retaliation is considered a separate offense from the original complaint, and will be considered independently from the merits of the underlying complaint. Individuals who believe they have been subjected to retaliation should report the conduct to the Director of Human Resources or his/her designee.

III. CONSENSUAL RELATIONSHIPS

Consensual romantic and sexual relationships between supervisors and employees or between faculty and student are strongly discouraged. These relationships may be subject to concerns about the validity of consent, conflicts of interest, and unfair treatment of other students or employees. Further, such relationships can undermine the atmosphere of trust essential to the educational process and the employment relationship. A person involved in a consensual relationship cannot have a direct responsibility for evaluating the employment or academic performance or for making decisions regarding the promotion, tenure, or compensation of the other party to the relationship.

A subordinate's "voluntary" participation in a sexual relationship with an individual in a position of power or authority does not alone demonstrate that the conduct was welcome. Accordingly, a supervisor's display of a romantic interest in a subordinate might constitute sexual harassment. Any individual who engages in a consensual romantic or sexual relationship with someone over whom he or she has supervisory or educational responsibility must inform his or her immediate supervisor of the consensual relationship, so that the College can take action to make changes that eliminate the conflict of interest and that impacted employees are recused from making decisions that have an impact, either directly or indirectly, on the individuals involved. In the case of a relationship between two employees in which the College determines it is unable to eliminate the conflict of interest, the employees will be provided with the opportunity to decide which of the two will resign their employment. Failure to give proper notice to the appropriate supervisor may result in the denial of legal representation and indemnification in the event that a lawsuit based on the relationship is filed. In addition, failure to give proper notice to the appropriate supervisor may result in disciplinary action.

IV. STUDENT-ON-STUDENT HARASSMENT

Unwelcome sexual conduct by another student, student-on-student harassment, that disrupts a student's ability to learn or conduct that creates a hostile learning environment will be handled through the College's policies that address student conduct, including the rules and regulations found in the policies governing student conduct, not the Complaint Process for resolving Sexual Harassment Complaints.

Student-on-student harassment is a violation of the College's Sexual Harassment Policy. A complaint alleging that a student has committed a sexual assault, sexual harassment, sexual exploitation, stalking, relationship violence, or other form of sexual misconduct, may also be submitted to the Title IX Deputy Coordinator, Office of Student Life and Conduct or the Title IX Deputy Coordinator of the Office of Human Resources.

V. REPORTING PROHIBITED CONDUCT

All members of the College community are encouraged to report all conduct prohibited by this policy immediately to the Director of Human Resources or designee so that a thorough and prompt investigation can ensue. If administrators, managers, and/or supervisors receive reports of conduct prohibited by this policy, they are required to refer them immediately to the Director of Human Resources or his/her designee. Failure to do so may lead to disciplinary action. Administrators, managers, and/or supervisors should not investigate complaints they receive nor evaluate whether the complaint rises to the level of a College policy violation.

An individual does not have to be the direct target of conduct prohibited by this Policy in order to report it. The individual instead may show that other individuals were sexually harassed and that this harassment created a hostile or intimidating work or academic environment.

The College is committed to responding to reports and complaints of conduct prohibited by this policy promptly and fairly. Upon completion of the Complaint Process, the College will take appropriate corrective action consistent with the results of the investigation. Disciplinary action, up to and including termination, may be taken against an employee who violates this policy.

The College will maintain confidentiality as to complaints, and the investigation of those complaints, to the extent possible. Only those with a need to know will be informed of the identity of the parties to a complaint. Any manager, supervisor or other employee who violates confidentiality as to a complaint of discrimination and/or harassment will be subject to appropriate discipline. All questions or concerns regarding confidentiality should be directed to the Director of Human Resources or his/her designee.

Knowingly making a material misstatement of fact may subject the complainant to discipline. Anyone who believes that he or she has been the subject of a false complaint may meet with the Director of Human Resources or his/her designee to address the allegations. The filing of a complaint that does not result in a finding of prohibited conduct is not alone evidence of the intent to file a false complaint.

Procedures

Related Documents/Policies:

Policy Prohibiting Discrimination
Student Code of Conduct
Employee Code of Conduct
Title IX Policy
Policy on Internal Complaint Process

Policy History: (adopted/amended)

Section B: BH: BHA
Adopted: 10/21/86, 2/2/94
Resolution: P8
Replaced: 12/4/96
REVISED: ____/____/2018

**Bergen Community College
Board of Trustees
Section (Personnel/HR)**

Policy #
Effective Date:
Responsible Official:

Policy Prohibiting Discrimination

Reason for Policy:

The College recognizes the human dignity of each member of the College community and believes that each member has an obligation to promote respect and dignity for others. Accordingly, the College strives to foster an environment that is free from discrimination and harassment on the basis of membership in the above-referenced protected classes. In keeping with its commitment to provide an environment free from discrimination, the College will not tolerate, condone or allow any conduct by instructional, supervisory, managerial or administrative personnel, co-workers, independent contractors, vendors or others with whom the College does business, which illegally discriminates against any employee, or student on the basis of an employee’s or student’s membership in a protected class.

Discrimination, as prohibited in this Policy, is conduct that is neither legally protected as an expression of free speech, nor the proper exercise of academic freedom. Discrimination compromises the integrity of the College, its traditions of intellectual freedom, the trust and respect expected in the College community, and the rights of individuals.

Entities Affected by this Policy: Faculty, staff, students, 3rd parties doing business with the College.

Policy Statement:

Bergen Community College (the “College”) is steadfastly committed to cultivating and maintaining a working and learning environment that is free from discrimination and harassment based upon membership in enumerated protected classes and/or characteristics (“protected classes”) as well as from retaliation based upon the exercise of rights pursuant to this Policy. The College has a separate document outlining the Internal Complaint Procedures

and Investigation Protocols. This Policy applies to all areas of the College's operations and programs.

In accordance with State and Federal law, the College strictly prohibits discrimination and harassment based on membership in protected classes. These protected classifications include race, religion, color, national origin, ancestry, age, sex, sexual orientation, pregnancy, gender identity or expression, disability, genetic information, atypical hereditary cellular or blood trait, marital status, civil union status, domestic partnership status, military service, veteran status, and any other category protected by law. Harassment is a form of discrimination and, therefore, harassment directed toward an individual or group, or experienced by an individual or group, based on membership in a protected class, also violates College policy.

The College will enforce this policy and expects all employees and students to be diligent in preventing, detecting and reporting any incidents of discrimination. The College expects all members of the College community to avoid any acts or statements that may constitute discriminatory behavior and to ensure that his or her conduct complies with this policy. The College will take appropriate action when an investigation confirms that an individual has engaged in any prohibited conduct.

I. SCOPE OF APPLICATION

This policy shall apply to all areas of the College's operations and programs, including the conduct of all College employees and student employees that arises out of their employment status, as well as the conduct of all interns, volunteers, vendors, contractors, subcontractors, and others who do business with the College.

This policy applies whether conduct occurs on campus or off campus, if the continuing effects of the conduct have the potential to unreasonably interfere with or limit an individual's work, academic performance, personal security, or participation in any College activity.

The College's Director of Human Resources or his/her designee shall serve as the College's central intake officer for all matters involving discrimination, harassment, sexual harassment, and sexual misconduct. The College may designate other College offices or employees to perform any roles or duties described in this Policy where necessary to effectuate the intent and purpose of this Policy.

II. DEFINITIONS OF PROHIBITED CONDUCT

The College prohibits the following conduct, as well as attempts to commit and/or aid or incite others to commit these acts. PLEASE NOTE THAT THESE DEFINITIONS ARE BEHAVIORAL DESCRIPTIONS, NOT LEGAL OR CRIMINAL DEFINITIONS.

A. **Discrimination** is an intentional or unintentional act that adversely affects employment or educational opportunities on the basis of membership in one or more

protected classes. The College provides equal employment opportunity to all its employees and applicants for employment irrespective of their race, religion, color, national origin, ancestry, age, sex, sexual orientation, pregnancy, gender identity and expression, disability, genetic information, atypical hereditary cellular or blood trait, marital status, civil union status, domestic partnership status, military service, veteran status, and any other category protected by law. The College considers for selection in employment only those characteristics that are demonstrably related to job performance or requirements.

B. Harassment is conduct directed toward an individual or group based on membership in one or more protected classes. Such conduct must be sufficiently severe or pervasive to alter an individual's employment conditions, which, in turn, creates an unreasonably intimidating, offensive, or hostile environment for employment or participation in the College's activities.

An individual does not have to be the direct and immediate target of harassment to complain about it. Harassing behavior toward others may be so offensive, demeaning, or disruptive as to constitute a hostile work or academic environment, even though it is not specifically directed at the observer or the individual lodging the complaint. Conduct alleged to constitute harassment shall be evaluated according to the objective standard of a reasonable person.

Examples of conduct that may constitute or support a finding of harassment in violation of this Policy include, but are not limited to, the following types of behavior.

1. Physical Conduct
 - a. Unnecessary or unwanted physical contact
 - b. Physical interference with work
 - c. Stalking
 - d. Deliberate destruction of property

2. Verbal Conduct
 - a. Innuendo or other suggestive, offensive or derogatory comments or jokes about a protected class
 - b. Extortion, overt threats, or intimidation
 - c. Obscene or harassing messages

3. Non-Verbal Conduct
 - a. Display of offensive material or objects
 - b. Suggestive or insulting gestures or sounds

Sexual harassment, sexual assault, sexual exploitation, gender-based harassment, stalking, relationship violence (including dating and domestic violence, and related misconduct committed are also acts of discrimination on the basis of sex and are governed by the College's

policy prohibiting sexual harassment, sexual violence, relationship violence, stalking, and related misconduct by employees and third-parties.

III. REPORTING DISCRIMINATION AND HARASSMENT

Any member of the College community alleging discrimination and harassment on the basis of membership in any of the protected classes is encouraged to report an offending incident immediately to the Director of Human Resources or his/her designee. If managers and supervisors receive reports of discrimination or harassment, they are required to refer them immediately to the Director of Human Resources. An individual does not have to be the direct target of the discrimination or harassment to report it.

The College is committed to responding to reports and complaints of discrimination and harassment promptly and fairly. Upon completion of the Complaint Process, the College will take appropriate corrective action consistent with the results of the investigation. Disciplinary action, up to and including termination, may be taken against an employee who violates this Policy.

The College will maintain confidentiality as to discrimination and harassment complaints, and the investigation of those complaints, to the extent possible. Only those with a need to know will be informed of the identity of the parties to a complaint. Any manager, supervisor or other employee who violates confidentiality as to a complaint of discrimination and/or harassment will be subject to appropriate discipline. All questions or concerns regarding confidentiality should be directed to the Director of Human Resources or his/her designee.

Knowingly making a material misstatement of fact may subject the complainant to discipline. Anyone who believes that he or she has been the subject of a false complaint may meet with the Director of Human Resources or his or her designee to address the allegations. The filing of a complaint that does not result in a finding of prohibited conduct is not alone evidence of the intent to file a false complaint.

IV. RETALIATION

The College prohibits retaliation against individuals who, in good faith, assert their rights to bring a complaint of discrimination and harassment as defined in this Policy, participate in a discrimination or harassment investigation, or protest the alleged discrimination, harassment, or retaliation. Retaliation constitutes an offense separate from the original complaint of discrimination, and will be considered independently from the merits of the underlying complaint. Individuals who believe they have been subjected to retaliation should report the conduct to the Director of Human Resources or their designee.

Procedures

Related Documents/Policies:

Policy Prohibiting Discrimination: Policy Prohibiting Sexual Harassment
Student Code of Conduct
Employee Code of Conduct
Title IX Policy

Policy History: (adopted/amended)

Section B: BH

Adopted: 12/4/96

Revised: ____/____/18

Ghf 7.19.18

**Bergen Community College
Board of Trustees
Section (Personnel/HR)**

Policy #

Effective Date:

Responsible Official:

Internal Complaint Processes and Procedures

Reason for Policy: To explain the internal complaint process for filing a Sexual Harassment or Discrimination complaint.

Entities Affected by this Policy: Faculty, staff and students

Policy Statement:

Bergen Community College (the “College”) is steadfastly committed to cultivating and maintaining a working and learning environment that is free from discrimination and harassment based upon membership in enumerated protected classes and/or characteristics (“protected classes”) as well as from retaliation based upon the exercise of rights pursuant to the College’s policies. The following procedures accompany the College’s policies on Discrimination and Sexual Harassment.

Although employees and students are encouraged to use this internal procedure, exhaustion of this procedure is not a prerequisite for filing complaints with appropriate federal or state agencies, or for employees, under collective bargaining agreements. Information on rights and responsibilities under these procedures and applicable laws may be obtained through the Office of Human Resources.

Procedures:

INTERNAL COMPLAINT PROCESS

Any member of the College community who believes that he or she has been subject to conduct that violates the College's anti-discrimination and harassment policies is encouraged to initiate a report with the Director of Human Resources or his/her designee. Individuals with questions about how to report prohibited conduct should contact the Director of Human Resources.

A complaint against a student arising out of his or her conduct as a student should be reported to the Office of Student Life and Conduct. A complaint alleging that a student has committed a sexual assault, sexual harassment, sexual exploitation, stalking, relationship violence, or other form of sexual misconduct, may also be submitted to the Title IX Deputy Coordinator, Office of Student Life and Conduct or the Title IX Deputy Coordinator of the Office of Human Resources.

College employees and/or students should attempt informal resolution of an alleged complaint. If this is not possible, a formal complaint of alleged discrimination may be filed. Complaints should be filed within thirty (30) calendar days after the incident(s) occurred to ensure that nothing hinders an investigation of a complaint or that the individual bringing the complaint is not subjected to continuing prohibited behavior.

Conduct that implicates the College's anti-discrimination and harassment policies may be handled in a variety of different ways, and therefore the College is prepared to help identify a number of options available to those who believe that they have been subjected to such conduct. An individual may contact the Director of Human Resources to discuss options available to him or her. These options will depend on a number of factors, including the seriousness of the offense, the amount of evidence presented, the degree of confidentiality sought, and the outcome desired by the individual. The Director of Human Resources, or his or her designee, will provide guidance and assistance to an individual interested in alternative options to a formal complaint and investigation process.

A complainant may also discuss any interim measures that he or she feels are necessary during the pendency of the College's resolution process. A complainant may select an informal or formal resolution process, as described below. The "informal resolution" focuses on stopping the discriminatory or harassing, or other behavior without a formal investigation. A formal resolution process ("formal resolution") involves an investigation. Depending on the circumstances, both informal and formal resolution processes may be utilized.

A complaint, whether initiated through the informal or formal resolution process, must be submitted promptly to the Director of Human Resources within 30 calendar days after the incident which gave rise to the complaint. The use of the informal resolution process shall not extend the time limit for initiating a formal complaint.

A. INFORMAL REVIEW AND RESOLUTION

The Director of Human Resources, or his or her designee, will provide guidance to a complainant interested in informal resolution. There are various methods available to attempt informal resolution, and the method or methods chosen should be tailored to the particular circumstances. Methods may include, but are not limited to, coaching the complainant on how to directly address a situation; assisting the complainant and department with the resolution of a real or perceived problem, such as by mediating a resolution within the department or by aiding in the modification of a situation in which the offensive conduct occurred; and/or arranging a meeting with the alleged offender to discuss the requirements of the pertinent College Policy. The use of the informal resolution process is not a precondition for initiating the formal resolution process.

B. FORMAL REVIEW AND RESOLUTION

1. Complaint Filing

The formal complaint process is initiated with the filing of a signed, written complaint to the Director of Human Resources. Upon receipt and review of a complaint, the Director of Human Resources may request additional information from the complainant if it is unclear whether the complainant's allegations raise an issue of a violation of a College policy. If additional information is received and the Director of Human Resources determines that the allegation does not present a clear violation of a College policy, the Director of Human Resources will accordingly advise the complainant, in writing, and close the complaint. The complainant may appeal the Director of Human Resources' decision to close the matter to the College President or his or her designee within 10 working days.

If the Director of Human Resources requests additional information from a complainant, and the complainant does not submit additional information, the Director of Human Resources may cease the investigation and inform the complainant, in writing, that the case has been closed, and that he or she may resubmit the written complaint with the supplemental information if he or she wishes to proceed with a complaint at that time. The complaint must be resubmitted within 30 days of the alleged events and/or conduct which is the subject of the complaint.

Supervisory employees should immediately report all alleged violations of the College's anti-discrimination and harassment policies, whether reported to or observed directly by the supervisor, to the Director of Human Resources or his/her designee.

If the Director of Human Resources accepts the complaint as drafted, he or she will notify the complainant that the case has been assigned for investigation and simultaneously send a copy of the complaint to the respondent and the president, dean, or vice president of the respondent's department, as applicable. The Director of Human Resources or his or her designee may investigate possible violations of College policies regardless of whether the

specific policy is identified in the complaint. The Director of Human Resources will advise the respondent which College policies are at issue.

2. Internal Investigations

The Director of Human Resources and/or his or her designee shall conduct an impartial investigation into the alleged harassment or discrimination submitted by a complainant against any College employee. The investigation will be conducted as expeditiously as possible to conduct a full and fair investigation. Upon completion of the investigation, the investigator will report in writing to the Director of Human Resources setting forth the steps taken in the investigation and the specific investigatory findings.

- i. Within five (5) working days after a formal or informal complaint of discrimination and/or harassment has been filed, the individual alleged to have committed the alleged infraction, his/her immediate supervisor, and the area dean/vice president will be notified in writing that a complaint has been filed and the timeline for processing the complaint.
- i. At each opportunity during the investigation, conciliation or an informal settlement that is satisfactory to the parties concerned will be explored.
- ii. College employees and students are required to cooperate with the investigation of complaints and any recommendations or final directives issued as a result. Absent extraordinary circumstances, failure to respond to an investigation within forty-eight (48) hours may result in disciplinary action, up to and including termination.

The complainant and the respondent are permitted to have their respective legal counsel or union representative present for any meeting with investigators to discuss a pending complaint filed by or against them, as applicable. However, legal counsel and union representatives are not permitted to participate in the investigation process. They may sit in on meetings with the investigator but they are not permitted to comment and/or ask questions during those meetings. Each party is responsible for notifying the other party of the attendees prior to the meetings.

The only exception would occur in instances in which the complainant or the respondent requires the services of a translator in order to communicate effectively with the investigator. Support person availability shall not be sufficient grounds for postponing meetings with investigators.

3. Independent College Investigations

The College reserves the right to investigate allegations of conduct prohibited by any of its policies in appropriate circumstances, even in the absence of a formal written complaint filed by a complainant pursuant to the Complaint Process upon the recommendation of the College

President. In such cases, the College will follow the Complaint Process set forth above.

4. Completion of the Investigation

The Director of Human Resources or his or her designee will conduct initial intake of the complaint to obtain information regarding the complaint. A thorough and impartial investigation into the alleged harassment or discrimination will take place to include interviews with any witnesses identified by complainant and others who have relevant information.

Determinations concerning whether any interim corrective measures are necessary to prevent continued policy violation(s) shall be reviewed by the Director of Human Resources or his/her designee. Absent extraordinary circumstances, the investigative report will be completed within sixty (60) days of receipt of complaint notice. The time for completion of an investigation may be extended for up to thirty (30) additional working days in cases involving exceptional circumstances. A written report will be prepared and shall include at a minimum:

- A summary of the complaint;
- A summary of the parties' positions;
- A summary of facts developed during the investigation; and
- An analysis of the allegations and facts.

The investigatory report will be submitted to the Director of Human Resources or his/her designee unless the representative has been actively involved as a witness in the investigation. In that case, the report shall be submitted directly to the Executive Director of Human Resources or the President or his or her designee.

5. Fact-Findings and Conclusions

The Director of Human Resources or his or her designee will review the investigatory report and make a determination as to whether the allegations of a violation of the College's policy prohibiting discrimination, harassment, and hostile environments have been substantiated.

Within ten (10) working days of receiving the investigatory report, the Director of Human Resources or his or her designee will issue a final letter of determination to all parties, containing the results of the investigation. The time for issuance of a final letter of determination may be extended for up to ten (10) additional working days in cases involving exceptional circumstances. All parties will be notified of the extension in writing by the investigator.

The final letter of determination shall include at a minimum:

- A brief summary of the parties' positions;

- A brief summary of the facts developed during the investigation; and
- An explanation of the determination, which shall include whether:
- The allegation was either substantiated or not substantiated; and
- Whether a violation of a College policy did or did not occur.

If the final determination concludes that the complaint was substantiated and a violation did occur, the alleged discriminator will be notified in writing separately regarding any disciplinary action to be taken.

C. RETALIATION

The College prohibits retaliation against individuals who, in good faith, assert their right to bring a complaint, participate in an investigation, or protest conduct prohibited by any College policy. Retaliation is an offense that is separate from the original complaint, and it will be considered independent from the merits of the underlying complaint. Individuals who believe they have been subjected to retaliation should report the conduct to the Director of Human Resources for investigation.

D. FALSE ALLEGATIONS

Knowingly making a material misstatement of fact may subject the complainant to discipline. Anyone who believes that he or she has been the subject of a false complaint may meet with the Director of Human Resources or his or her designee to discuss the allegations. The filing of a complaint that does not result in a finding of prohibited conduct is not alone evidence of the intent to file a false complaint.

E. CONFIDENTIALITY

The Director of Human Resources or his or her designee shall work to honor the confidentiality of all parties and limit disclosure of complaints to only those who have a need to know the facts and the parties to a complaint. Reporting and disclosure requirements required by law may present limitations to such confidentiality. Nonetheless, the College will treat all parties with equal care, respect, and dignity and will make every effort to preserve the privacy of all parties involved.

In some instances, a complainant may choose to take no action or to defer action until a later date in order to maintain anonymity. In these instances, the College expressly reserves the right to limit disclosure and to take appropriate action in order to ensure the safety and well-being of members of the College community. If a complainant refuses to cooperate with an investigation, or asks that his or her identity not be revealed to the respondent or witnesses, the Director of Human Resources, or his or her designee in his or her discretion, will investigate to the extent possible based on the information provided, but his or her ability to respond may be limited.

The Director of Human Resources shall work to ensure that all parties, witnesses, and support persons involved in an investigation respect the confidentiality of the investigation as

well. Any manager, supervisor or other employee who violates confidentiality as to a complaint of an alleged violation of a College policy will be subject to appropriate disciplinary action. Please contact the Director of Human Resources with any questions regarding confidentiality.

F. RECORD KEEPING

The record of a complaint, informal resolution, or final decision shall be retained in a file in the Office of Human Resource. Disciplinary action will be documented in the appropriate individual personnel file.

G. FILING COMPLAINTS WITH FEDERAL OR STATE AGENCIES

Although employees and students are encouraged to use this internal procedure, exhaustion of this procedure is not a prerequisite for filing complaints with appropriate federal or State agencies, or for employees, under collective bargaining agreements.

Information on the rights and responsibilities of individuals under these procedures and applicable laws may be obtained through:

Bergen Community College
The Office of Human Resources
Attention: Director of Human Resources
400 Paramus Road, Room A-316
Paramus, NJ 07652
Telephone (201) 447-7442
Email: Human Resources Group@bergen.edu

Related Documents/Policies:

Policy Prohibiting Discrimination
Student Code of Conduct
Employee Code of Conduct
Title IX Policy

Policy History: (adopted/amended)



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

BOARD OF TRUSTEES ACTION: Institutional 4
Approval Date: August 7, 2018

Resolution

Approval of the Bergen Community College Board of Trustees Policy for Title IX.

Submitted By

Dr. Michael D. Redmond, President
Mr. James R. Miller, Executive Director, Human Resources

Action Requested

To approve the updated policy as part of the college's on-going review of college policies.

Justification

Policies were revised to reflect changes in current laws and in compliance with reporting requirements.

See attached policy.

**Bergen Community College
Board of Trustees
Section (Personnel/HR)**

Policy #
Effective Date:
Responsible Official:

Bergen Community College Title IX Policy

Reason for Policy:

All members of the Bergen Community College campus community, including students, faculty, staff, guests, and visitors have the right to be free from sexual discrimination, harassment and misconduct. All members of the campus community are expected to conduct themselves in a manner that does not infringe upon the rights of others. When an allegation of misconduct is brought to an appropriate administrator's attention, and a respondent is found to have violated this policy, sanctions will be used to reasonably ensure that such actions are not repeated. This policy has been developed to reaffirm these principles and to provide recourse for those individuals whose rights have been violated. This policy is intended to define community expectations and to establish a mechanism for determining when those expectations have been violated.

Entities Affected by this Policy: Faculty, staff, students, vendors, visitors, and guests.

Policy Statement:

Bergen Community College is committed to providing a learning and working environment that promotes personal integrity, civility, and mutual respect in a place free of discrimination on the basis of sex; which includes all forms of sexual misconduct. Sex discrimination violates an individual's fundamental rights and personal dignity. Bergen Community College considers sex discrimination in all its forms to be a serious offense. This policy refers to all forms of sex discrimination, including but not limited to: sexual harassment, sexual assault, sexual misconduct, and sexual violence, domestic violence, dating violence and stalking by employees, students, or third parties.

Title IX of the Education Amendments of 1972 prohibits discrimination based on sex in educational programs and activities that receive federal financial assistance. To ensure compliance with Title IX and other federal and state civil rights laws, the College has developed policies and procedures that prohibit sex discrimination in all of its forms.

Bergen Community College does not discriminate on the basis of race, color, age, gender, gender identity, sexual orientation, sexual identity, religion, national origin, veteran status, disability, genetic information or any other basis of prohibited discrimination in its programs and activities. This policy extends to employment, programs, and admission to the College.

This policy applies to all faculty, staff, students, and visitors. It also governs student-on-student sexual discrimination, including sexual assault, both on and off-campus.

Persons who experience discrimination, harassment, or sexual misconduct may respond to the experience in many different ways, including feeling confused, vulnerable, out of control, embarrassed, angry, or depressed. The College provides a variety of resources to assist individuals who have experienced discrimination, harassment, or sexual misconduct to address the effects of the incident and to help them determine whether and how to make a formal complaint about the incident.

All reports of discrimination, harassment, and/or retaliation shall be promptly made to the Title IX Officer (or one of the designated Deputy Coordinators). The Executive Director of Human Resources serves as the Title IX Officer. S/He oversees implementation of the College's Policy on Discrimination, Harassment, and Sexual Misconduct. The designated Title IX Deputy Coordinators are the Dean of Student Life and Conduct, and the Human Resources Generalist. Reporting responsibilities are stated in Section III below for those individuals who become aware of incidents involving discrimination, harassment, or sexual misconduct. Additionally, a complainant's options for reporting are addressed more specifically in **Procedures Section A** below.

I. Prohibited Conduct

A. Discrimination

Bergen Community College adheres to all federal and state civil rights laws banning discrimination in public institutions of higher education. The College prohibits discrimination against any employee, applicant for employment, student, or applicant for admission on the basis of any protected class. Protected classes include: age, color, creed, disability, ethnicity, gender identity, genetic information, marital status, national origin, political affiliation, pregnancy, race, religion, sex, sexual orientation, veteran or military status, or any other protected category under applicable federal, state, or local law, including protections for those opposing discrimination or participating in any complaint process on campus or with other human rights agencies.

This policy covers discrimination in employment and in access to educational opportunities. Discrimination is defined as adverse treatment of an individual based on that individual's membership in one or more of the protected groups listed above. Therefore, any member of the campus community, guest, or visitor who acts to deny, deprive, or limit the educational, employment, and/or social access, benefits, and/or opportunities of any member of the campus community on the basis of their actual or perceived membership in the protected classes listed above is in violation of the College policy on discrimination.

A. Harassment

Bergen Community College prohibits harassment against any employee, student, visitor, or guest on the basis of any class protected by College policy or law as identified in Section I.A. above. This policy is not meant to inhibit or prohibit educational content or discussions inside or outside of the classroom that include germane but controversial or sensitive subject matters. The sections below describe the specific forms of prohibited harassment under College policy.

1. Bias-Related Harassment

This policy prohibits any form of harassment on the basis of actual or perceived membership in a protected class, by any member or group of the campus community, which unreasonably interferes with an individual's work or academic environment.

This environment may be created by verbal, written, graphic, threatening and/or physical conduct that is sufficiently severe, persistent, or pervasive so as to interfere with, limit, or deny the ability of an individual to participate in or benefit from educational programs or activities or employment access, benefits, or opportunities. Merely offensive conduct and/or harassment of a generic nature not on the basis of membership in a protected class may not result in a violation of this policy but may be addressed through education and/or other resolution methods.

2. Sexual Harassment

This policy prohibits any form of sexual harassment. Sexual harassment is unwelcome sexual- or gender-based verbal, written, online, and/or physical conduct. Anyone experiencing sexual harassment in any College program is encouraged to report it online (www.bergen.edu/report), to Bergen's Title IX Coordinator or a Deputy Coordinator, or by methods identified in the Complaint Resolution Process in **Procedures Section A**. Sexual harassment creates a hostile environment and offenders may be disciplined when it is sufficiently severe, pervasive, persistent, or objectively offensive that it:

- has the effect of unreasonably interfering with, denying, or limiting employment opportunities or the ability to participate in or benefit from the College's educational, social, and/or community programs, or
- is based on power differentials (*quid pro quo*), the creation of a hostile environment, or retaliation.

Some examples of possible sexual harassment include:

- A professor insists that a student have sex with him/her in exchange for a good grade. This is harassment regardless of whether the student complies with the request.

- A student repeatedly sends sexually oriented jokes on an e-mail list the student created, even when asked to stop, causing one recipient to avoid the sender on campus and stop attending a class in which they are both registered.
- Two supervisors frequently rate several employees' bodies and sex appeal, commenting suggestively about their clothing and appearance.

Consensual Relationships. There are inherent risks in any romantic or sexual relationship between individuals in unequal positions (such as faculty and student, supervisor and employee). These relationships may be less consensual than perceived by the individual whose position confers power. The relationship may also be viewed in different ways by each of the parties, particularly in retrospect. Furthermore, circumstances may change, and conduct that was previously welcome may become unwelcome. Even when both parties have consented at the outset to a romantic or sexual involvement, this past consent may not remove grounds for a later charge of a violation of applicable sections of the Employee Code of Conduct. For the personal protection of members of this community, relationships in which power differentials are inherent (faculty-student, staff-student, administrator-student) are strongly discouraged. Consensual romantic or sexual relationships in which one party maintains a direct supervisory or evaluative role over the other party are unethical. Therefore, persons with direct supervisory or evaluative responsibilities who are involved in such relationships must bring those relationships to the timely attention of their supervisor, and will likely result in the necessity to remove the employee from the supervisory or evaluative responsibilities, or shift the student out of being supervised or evaluated by someone with whom they have established a consensual relationship.

3. Sexual Misconduct

This policy prohibits any form of sexual misconduct. Acts of sexual misconduct may be committed by any person upon any other person, regardless of the sex, gender, sexual orientation, and/or gender identity of those involved. The definition of consent below will be used in the interpretation and application of this policy:

Consent. Consent is knowing, voluntary, and clear permission by word or action to engage in mutually agreed upon sexual activity. Since individuals may experience the same interaction in different ways, it is the responsibility of each party to make certain that the other has consented before engaging in the activity. For consent to be valid, there must be a clear expression in words or actions that the other individual consented to that specific sexual conduct. Consent to a specific sexual contact (such as kissing or fondling) cannot be presumed to be consent for another specific sexual activity (such as intercourse). A current or previous dating relationship is not sufficient to constitute consent. Silence or the absence of resistance alone is not consent. The existence of consent is based on the totality of the circumstances, including the context in which the alleged incident occurred. Individuals can withdraw consent at any time during sexual activity by expressing in words or actions that they no longer want the act to continue, and, if that happens, the other person must stop immediately.

A person cannot consent if he or she is incapacitated. Under this policy, a person is incapacitated if he or she is disabled or deprived of ability to act or reason for one's self, is unable to understand what is happening, or is disoriented, helpless, asleep, or unconscious for any reason, including due to alcohol or other drugs. Incapacitation is defined as a state where someone cannot make rational, reasonable decisions because they lack the capacity to give knowing consent (e.g., to understand the "who, what, when, where, why, or how" of their sexual interaction). This policy also covers a person whose incapacity results from mental disability, involuntary physical restraint, and/or from taking of an incapacitating substance. A person is incapacitated if the person is temporarily incapable of apprising or controlling the person's own conduct due to the influence of a narcotic, anesthetic, or intoxicating substance; if a person is unable to communicate an unwillingness to act because the person is unconscious, asleep, or is otherwise physically limited; or if the person has a bodily impairment or handicap that substantially limits the person's ability to resist or flee.

An individual who engages in sexual activity when the individual knows, or should know, that the other person is physically or mentally incapacitated has violated this policy. It is not an excuse that the respondent to a claim of sexual misconduct was intoxicated and, therefore, did not realize the other person's incapacity.

The following are types of prohibited sexual misconduct under this policy:

a. Sexual Harassment

Sexual harassment is any unwelcome sexual advances, requests for sexual favors, or other unwelcome written, verbal, or physical conduct of a sexual nature when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's academic or work performance or creating an intimidating, hostile, or offensive environment for that individual's employment, education, or participation in a College activity; or
- Submission to, or rejection of, such conduct by an individual is used as the basis for decisions affecting the individual's academic standing, employment status, or participation in a College activity; or
- Submission to such conduct is made, explicitly or implicitly, a term or condition of an individual's education, employment, or participation in a College activity.

b. Non-Consensual Sexual Contact

Defined as any sexual penetration or intercourse (anal, oral, or vaginal) however slight with any object by a person upon another person that is without consent and/or by force.

Sexual penetration includes vaginal or anal penetration by a penis, tongue, finger, or object, or oral copulation by mouth-to-genital contact or genital-to-mouth contact.

c. Non-Consensual Sexual Contact

Defined as any intentional sexual touching however slight with any object by a person upon another person that is without consent and/or by force.

Sexual touching includes any bodily contact with the breasts, groin, genitals, mouth, or other bodily orifice of another individual or any other bodily contact in a sexual manner.

d. Sexual Exploitation

Defined as taking non-consensual or abusive sexual advantage of another; and the conduct does not fall within the definitions of sexual harassment, non-consensual sexual intercourse, or non-consensual sexual contact. Examples of sexual exploitation include, but are not limited to:

- sexual voyeurism (such as watching a person undressing, using the bathroom, or engaging in sexual acts without the consent of the person observed);
- taking photographs, video recording, or audio recording of another in a sexual act or in any other private activity without the consent of all persons involved in the activity;
- exceeding the boundaries of consent (such as allowing another person to hide in a closet and observe sexual activity or disseminating sexual pictures without the photographed person's consent);
- engaging in sexual activity with another person while knowingly infected with human immunodeficiency virus (HIV) or other sexually transmitted disease (STD) without informing the other person of the infection; and/or
- administering alcohol or drugs (such as "date rape" drugs) to another person without the person's knowledge or consent.

e. Relationship Violence

Defined as violence between those in an intimate relationship (this includes romantic, dating, or domestic relationships). Examples include, but are not limited to:

- physical assault between two people in a current or prior intimate relationship who do not live together (Dating Violence); and
- physical assault between two people in an intimate relationship who live together (Domestic Violence).

f. Stalking

- Defined as a course of conduct directed at a specific person that is unwelcome and would cause a reasonable person to feel fear or suffer substantial emotional

distress. Examples include, but are not limited to: sending multiple unwanted text messages, phone calls, or electronic communications;

- following, watching, photographing, or otherwise tracking an individual without his or her permission; and
- sending unwelcome gifts, notes, or other items to another person.

B. Retaliation

The College seeks to create an environment where its students and employees are free, without fear of reprisal, to use its procedures to determine if there has been a violation of their civil rights. Any act of retaliation will result in appropriate disciplinary action.

Retaliation is defined as any adverse action taken against a person participating in a protected activity because of their participation in that protected activity. Retaliation against an individual for alleging a violation of their civil rights, supporting a complainant, or for assisting in providing information relevant to a claim, is a serious violation of this policy. Acts of alleged retaliation should be reported immediately to the Title IX Coordinator or Deputy Coordinators.

C. Other Offenses

This policy prohibits other offenses of a discriminatory, harassing, and/or retaliatory nature not included in the previous sections as follows:

- Intimidation, defined under this policy as implied threats or acts that cause a reasonable fear of harm in another on the basis of actual or perceived membership in a protected class;
- Hazing, defined under this policy as acts likely to cause physical or psychological harm or social ostracism to any person within the College community when related to the admission, initiation, joining, or any other group-affiliation activity on the basis of actual or perceived membership in a protected class;
- Bullying, defined under this policy as repeated and/or severe aggressive behavior likely to intimidate or intentionally hurt, control or diminish another person, physically or mentally on the basis of actual or perceived membership in a protected class; and
- Violation of any other College rule, when it is motivated by sex or gender or the actual or perceived membership of the victim in a protected class, may be pursued using this policy and process.

II. Scope/Jurisdiction/Application

This policy applies to allegations of discrimination, harassment, and retaliation that take place on Bergen Community College property or at College-sponsored events, regardless of their

location. This policy may also apply to allegations of discrimination, harassment, and retaliation that occur off-campus or to actions online when the Title IX Coordinator or Deputy Coordinator determines that the off-campus or online conduct could have an on-campus impact or impact on the educational mission of the College. Such impact includes:

- Any action that constitutes a criminal offense as defined by federal, state, or local law;
- Any situation where it appears that the respondent may present a danger or threat to the health or safety of self or others;
- Any situation that significantly impinges upon the rights, property, or achievements of others or significantly breaches the peace and/or causes social disorder; and/or
- Any situation that is detrimental to the educational interests of the College.

III. Reporting Responsibilities

All College employees who are aware of or witness discrimination, harassment, sexual misconduct, or retaliation are required to promptly report to the Title IX Coordinator or a Title IX Deputy Coordinator.

Any student who is aware of, or who witnesses discrimination, harassment, sexual misconduct, or retaliation is encouraged to promptly report to the Title IX Coordinator or a Title IX Deputy Coordinator. All initial contacts will be treated with the maximum possible privacy: specific information on any complaint received by any party will be reported to the Title IX Coordinator, but, subject to the College's obligation to investigate and redress violations, every reasonable effort will be made to maintain the privacy of those initiating a report of a complaint. In all cases, the College will give consideration to the complainant with respect to how the complaint is pursued but reserves the right, when necessary to protect the community, to investigate and pursue a resolution when an alleged victim chooses not to initiate or participate in a formal complaint.

Please note: This section addresses reporting obligations for members of the campus community who are made aware of potential violations of this policy. Methods for filing a complaint and the Complaint Resolution Process are detailed in **Procedures Section A**.

A. Title IX Officer and Deputy Coordinators

Title IX Coordinator

Jim Miller, Executive Director of Human Resources

A-317, Pitkin Education Center

jmiller@bergen.edu

201.447.7124

In addition, the following people have been designated to handle inquiries regarding these policies:

Title IX Deputy Coordinator

Rachel B. Lerner Colucci, Dean of Student Life and Conduct
L-123C Pitkin Education Center
rlerner@bergen.edu
201.447.7883

Title IX Deputy Coordinator

Deborah Manning, Human Resources
A-330, Pitkin Education Center
Dmanning@bergen.edu
201.447.7149

B. Role of the Title IX Officer and Deputy Coordinators

The Title IX Coordinator and Deputy Coordinators are charged with coordinating the College response to reports of misconduct under this policy. The Title IX Coordinator and Deputy Coordinators do not serve as advocates for either the complainant or the respondent. The Title IX Coordinator or Deputy Coordinators will explain to both parties the informal and formal processes outlined below and the provisions for confidentiality. Where appropriate, the Title IX Coordinator or Deputy Coordinators will provide to both parties information on options for obtaining advocacy, medical and counseling services, and making criminal reports, and will assist with providing information on other resources. The Title IX Coordinator and Deputy Coordinators will coordinate with other campus officials to take appropriate interim actions such as no contact orders, academic accommodations, and rearrangement of academic and work assignments.

C. Responsible Employees

A “responsible employee” is a College employee who has the authority to address sexual misconduct, or who has the duty to report incidents of sexual misconduct or other student misconduct, or who a student could reasonably believe has this authority or duty.

When a victim/survivor tells a responsible employee about an incident of sexual misconduct, the victim/survivor has the right to expect the College to take immediate and appropriate steps to investigate what happened and to resolve the matter promptly and equitably.

A responsible employee must report to the Title IX Coordinator and/or Deputy Coordinator all relevant details about the alleged sexual misconduct shared by the victim/survivor. The Title IX Coordinator and/or Deputy Coordinator will need to determine what happened – including the

names of the victim/survivor and alleged perpetrator(s) if known, any witnesses, and any other relevant facts, including the date, time and location.

To the extent possible, information reported to a responsible employee will be shared only with people responsible for handling the College's response to the report. A responsible employee should not share information with law enforcement:

- Without the victim/survivor's consent.
- Unless the victim/survivor has also reported the incident to law enforcement.
- Unless otherwise required by the law.
- Clery Act requires certain information to be provided to campus public safety.

The following employees are the College's "responsible employees":

- Executive Team Members
- Administrative and Professional Staff
- Faculty
- Title IX Coordinator and Deputy Coordinators
- All Human Resources staff – excluding student assistants
- Academic Counselors and Academic Advisors (both Faculty and Staff)
- Athletics professional staff and coaches - – excluding student assistants
- All Student Life professional staff and Student Organization Advisors excluding interns and student assistants
- All Student Affairs professional staff – excluding interns and student assistants
- All Public Safety Staff – excluding interns and student assistants

Before a victim/survivor reveals any information to a "responsible employee," the employee should ensure that the victim/survivor understands the employee's reporting obligations – and, if the victim/survivor does not want to report the matter to the College for investigation, the responsible employee should direct the victim/survivor to confidential resources.

D. Police Reporting

In addition to required campus reporting, reports may also be made to the police and/or campus security, especially if a crime is or may be involved, by calling the following numbers:

- a. Emergency - 911
- b. Office of Public Safety
 - i. Paramus Campus (24hrs): Dial "6" or 201.447.7200
 - ii. Meadowlands Campus, Lyndhurst: 201.301.9600
 - iii. Ciarco Learning Center, Hackensack: 201.301.9700
- c. Bergen County Sheriff's Office (non-emergency number): 201.336.3500
 - i. 10 Main Street, Hackensack, NJ 07601

D. Federal Timely Warning Obligations

Victims of sexual misconduct should be aware that College administrators must issue crime alerts for incidents reported to them that represent a serious or continuing threat to students or employees. The College will withhold a victim's name and other identifying information while providing enough information for community members to make safety decisions in light of the potential danger.

III. Statement of Rights for Complainants and Respondents

Both complainants and respondents will be afforded the following rights under this policy:

- To be treated with respect by College officials;
- To take advantage of campus support resources (such as Counseling Services and College Health Services for students, or EAP services for employees);
- To experience a safe educational and work environment;
- To have an advisor (students) or representative (employees) during this process;
- To refuse to have an allegation resolved through informal procedures;
- To be free from retaliation;
- To have complaints heard in substantial accordance with these procedures; and
- To participate in the process.

Please also refer to the **NEW JERSEY CAMPUS SEXUAL ASSAULT VICTIM'S BILL OF RIGHTS (Appendix B)**

IV. Records

In implementing this policy, records of all complaints, resolutions, and hearings will be kept by the Title IX Coordinator indefinitely.

Procedures:

Complaint Resolution Process

The College will respond to any alleged violation of this policy received by the Title IX Coordinator and/or Deputy Coordinators. This section outlines ways in which offenses can be reported by individuals choosing to pursue complaint options.

A. Confidentiality and Reporting of Offenses

Bergen Community College will make every effort to safeguard the identities of individuals who seek help and/or report discrimination, harassment, and/or retaliation. While steps are taken to protect the privacy of victims, the College's ability to respond may be limited in the event of a request for confidentiality. The College may need to investigate an incident and take action once an allegation is known, whether or not the reporting individual chooses to pursue a complaint.

When a report is made, personally identifiable information (name of victim, name of respondent, etc.) may be initially withheld in cases where the victim is hesitant to come forward. Subsequently, campus officials may need additional information. The College Title IX Coordinator or Deputy Coordinator will conduct an initial inquiry, looking for any sign of pattern, predation, violence, or threat. When such exists, institutional action may be required in an effort to ensure campus safety.

No employee should ever promise absolute confidentiality except those designated as confidential personal counselors, health service providers, victim services advocates, domestic violence resources, local or state assistance agencies, or members of the clergy who are permitted by law to maintain confidentiality. Reports may be private, but not confidential. Reports to police and/or Title IX officials do not obligate the complainant to file any criminal or College conduct charges.

The College will not pursue disciplinary action for improper use of alcohol or other drugs against an alleged victim of sexual misconduct or against another student who shares information as either a witness to or as a reporter of sexual misconduct as long as the report is made in good faith. See "Good Samaritan Provision," Appendix A.

Deliberately false and/or malicious accusations of discrimination, harassment, or retaliation, as opposed to complaints which, even if erroneous, are made in good faith, are just as serious an offense as discrimination, harassment, or retaliation and will be subject to appropriate disciplinary action.

a. Complaints and reports should be made as soon as possible after an incident.

There is no time limit for filing a complaint with the College. However, complainants should report possible violations of this policy as soon as possible to maximize the College's ability to

respond effectively. Failure to report promptly could result in the loss of relevant evidence and impair the College's ability to adequately respond to the allegations.

b. If the incident is an assault:

Report the incident:

- Emergency – 911 [Call 911 if you are not safe and in need of immediately medical attention.]
- Office of Public Safety
 - Paramus Campus (24hrs): 201.447.7200 or Dial 6 on Paramus campus
 - Meadowlands Campus, Lyndhurst: 201.301.9600
 - Ciarco Learning Center, Hackensack: 201.301.9700
- Bergen County Sherriff's Office (non-emergency number): 201.336.3500
 - 10 Main Street, Hackensack, NJ 07601

Seek immediate **medical attention**:

Do not change clothing, shower, bathe, brush teeth or douche. Delay the above and going to the bathroom (if possible) until you are examined as this preserves evidence of the assault. Medical attention should be accessed at a local hospital.

On-campus resources:

Center for Health, Wellness and Personal Counseling. *The RN staff of Health Services provides free First-Aid, emergency medical response, and healthcare maintenance to all members of the campus community.*

- HS-100, Pitkin Education Center, 201.447.9257

Off-campus resources:

Valley Hospital

- 223 N. Van Dien Avenue, Ridgewood, NJ, 07450, 201.447.8000

Hackensack University Medical Center

- 30 Prospect Avenue, Hackensack, NJ 07601, 551.996.2000

Seek **emotional support**.

Bergen Community College counselors for students and/or the **Employee Assistance Program (EAP)** for employees are available to help free of charge and can be seen on an emergency basis.

On-campus resources:

Center for Health, Wellness and Personal Counseling

- HS-100, Pitkin Education Center, 201.447.9257

Off-campus resources:

HealingSpace of YWCA 24-hour hotline – 201.487.2227

The **Sexual Assault Response Team (SART)** is a free, coordinated community response to assist a survivor in the aftermath of a recent sexual assault. SART offers a compassionate, survivor-centered approach while collecting evidence that can be vital to the investigation and prosecution of the crime.

SART is available 24 hours a day, 7 days a week. You can activate SART if:

- Sexual assault occurred within 5 days
- You are at least 13 years old
- You are safe and not in need of immediate medical attention*
- You want to activate one or more SART professionals
- ****Call 911 if you are not safe or need immediate medical attention.***

To activate SART:

Call the 24/7 hotline [201-487-2227](tel:201-487-2227) to speak with a Confidential Sexual Violence Advocate who will discuss all of your options with you.

- Note that you may choose to receive an exam with an advocate and nurse, and then choose to report with law enforcement at a later date.

Magellan Employee Assistance Program (employees):

Magellan is contracted by Bergen Community College to provide professional consultation to Bergen Community College employees and their eligible dependents in the areas of stress management, family issues, child/elder care, dependency and other matters. Contact www.magellanassist.com.

Options for filing a report include:

2. Anonymous and Third Party Reporting

The Title IX Coordinator and Deputy Coordinators accept anonymous and third-party reports of conduct alleged to violate this policy and will follow up on such reports. The individual making the report is encouraged to provide as much detailed information as possible to allow the Title IX Officer or Deputy Coordinators to investigate and respond as appropriate. The College may

be limited in its ability to investigate or respond to an anonymous or third party report unless sufficient information is provided. (See www.bergen.edu/report)

3. Confidential Reporting

If a reporting party would like the details of an incident to be kept confidential, the reporting party may speak with counselors, health service providers, victim services advocates, domestic violence resources, local or state assistance agencies, or members of the clergy who are permitted by law to maintain confidentiality (except in extreme cases of immediacy of threat or danger or abuse of a minor). These sources may submit anonymous statistical information for timely warning and Clery Act purposes. If a reporting party is unsure of a resource's ability to maintain confidentiality, the reporting party is advised to ask them before talking to them.

Bergen Community College personal counselors for students and/or the Employee Assistance Program for employees are available to help free of charge and can be seen on an emergency basis.

4. Private Reporting

Reports to College employees who are not confidential resources should be treated with the maximum possible privacy. If a reporting party is unsure of a resource's ability to maintain privacy, the reporting party is advised to ask them before talking to them. The resource will be able to explain the resource's reporting obligations and help a reporting party make decisions about who is in the best position to help. If personally identifiable information is shared, it will be shared with as few people as possible under the circumstances and efforts will be made to protect privacy to the greatest extent reasonably possible.

5. Formal Reporting

Complainants are encouraged to speak to College officials, such as the Title IX Coordinator or Deputy Coordinators or Public Safety, to make formal reports. Complainants have the right, and can expect, to have complaints taken seriously by the College when formally reported and to have those incidents investigated and properly resolved through these procedures. Formal reporting still affords privacy to the reporter and only a small group of officials who need to know will be told. Information will be shared as necessary with investigator(s), witnesses, the respondent, and a hearing board if deemed appropriate. The number of people with this knowledge will be kept as few as reasonably possible to preserve a complainant's rights and privacy.

6. Criminal Reporting

If someone is in immediate danger, call 9-1-1. Some acts of discrimination and harassment may also be crimes, such as sexual assault or stalking. Individuals are encouraged to report allegations of criminal conduct to law enforcement even when it is not clear whether the

conduct rises to the level of a crime. Regardless, law enforcement can assist with obtaining medical care, getting immediate law enforcement response and protection, connecting with victim advocate services and counseling support, initiating a criminal investigation as appropriate and answering questions about the criminal process.

B. Informal Resolution Process

Informal resolution is an alternative to the formal complaint resolution process. The Title IX Coordinator will determine if an informal resolution is appropriate, based on the willingness of the parties and the nature of the alleged conduct. Sanctions are generally not pursued as the result of an informal resolution process, though the parties may agree to appropriate remedies. The Title IX Coordinator will keep records of any resolution that is reached. The College reserves the right to cancel an informal resolution if sufficient evidence suggests a formal investigation or other sanctions or remedies may be necessary and appropriate.

It is not necessary to pursue an informal resolution first in order to make a formal complaint, and anyone participating in an informal resolution can stop that process at any time and request to continue through the formal process.

Except in cases involving criminal activity and/or sexual assault, an employee or student alleging discrimination, harassment and/or retaliation against an employee under this policy is encouraged to consider an informal resolution. If it is appropriate, an attempt to facilitate an informal resolution of the matter will be made. In the event that an informal resolution is not reached, is not appropriate, or is not pursued, the student or employee who is alleging the discrimination, harassment, or retaliation may initiate a formal investigation.

C. Formal Resolution Process

1. Filing a Complaint

Any individual who believes that this policy has been violated should contact the Title IX Coordinator or any Title IX Deputy Coordinator.

A. Complaint Intake

Following receipt of notice or a complaint, the Title IX Coordinator or Deputy Coordinator will normally, within five college days, make an initial determination as to whether the information has merit to reasonably indicate there may have been a violation of College policy. If it appears a violation may have occurred, an investigation will begin. If the complaint does not appear to allege a policy violation or if conflict resolution is desired by the complainant and appears appropriate given the nature of the alleged behavior, then the complaint does not proceed to investigation. An investigation will be pursued if there is sufficient information to suggest a policy violation, a pattern of misconduct, and/or a perceived threat of further harm to the community or any of its members exists.

B. Interim Action

The College will implement interim and/or protective actions upon notice of alleged discrimination, harassment, and/or retaliation and will take additional prompt remedial and/or disciplinary action with respect to any member of the community, guest, or visitor who has violated this policy.

Interim actions include but are not limited to: no contact orders, No Trespass/Persona Non Grata notices, providing counseling and/or medical services, academic support, providing a campus escort, academic or work schedule and assignment accommodations, safety planning, and referral to campus and community resources.

The College may suspend, on an interim basis, a student or student organization, or place an employee on administrative leave pending the completion of the investigation and procedures. In cases in which an interim suspension or administrative leave is imposed, the student, employee, or student organization will be given the opportunity to meet with an appropriate administrator prior to such action being imposed, or as soon thereafter as reasonably possible, to show cause why the action should not be implemented. Violation of interim provisions will be grounds for disciplinary action.

During an interim suspension or administrative leave, a student or employee may be denied access to the College campus, facilities, or events, either entirely or with specific application. As determined by the appropriate administrative officer, this restriction includes classes and/or all other College activities or privileges for which the individual might otherwise be eligible. At the discretion of the appropriate administrative officer, alternative coursework options may be pursued to ensure as minimal an impact as possible on the respondent student. At the discretion of the appropriate administrative officer, alternative employment/work options may be pursued to ensure as minimal an impact as possible on the respondent employee.

2. Notice of Charges

Once an investigator has been assigned, written notice of the allegations will be provided to the parties involved. If the respondent is an employee, the written notice will be copied to the employee's department head/director, dean, vice president, and president.

3. Investigation

If a complainant wishes to pursue a formal complaint or if the College determines an investigation is necessary, the Title IX Coordinator will assign an investigator, usually within five college days of determining that a complaint should proceed. Investigations will be thorough and impartial and will entail interviews with relevant parties and witnesses, and obtaining available evidence. Conflict of interest (real or perceived) by the investigator will not be allowed. The College aims to complete investigations within 60 days, which can be extended as

necessary for appropriate cause by the Title IX Coordinator with notice to the parties. Investigation may take longer when initial complaints fail to provide direct first-hand information. The College may undertake a short delay (usually 3-10 days, to allow evidence collection) when criminal charges are being investigated. Complainants will be informed, at regular intervals, of the status of the investigation. College action will continue regardless of the status of civil or criminal charges involving the same incident. A complainant may proceed with both a criminal charge and a request for a College resolution simultaneously.

A. Student Withdrawal While Charges Pending

Should a responding student decide to withdraw from the College and/or not participate in the investigation and/or hearing, the process will nonetheless proceed in the student's absence to a reasonable resolution and that student will not be permitted to return to the College unless any and all sanctions have been satisfied. The Title IX Officer will continue to act to promptly and effectively remedy the effects of the conduct upon the victim and the community.

B. Employee Resignation While Charges Pending

Should a responding employee resign while charges are pending, the records of the Title IX Coordinator will reflect that status, as will College responses to any future inquiries regarding employment references for that individual. Should an employee decide to leave and not participate in the investigation and/or hearing, the process will nonetheless proceed in the employee's absence to a reasonable resolution and that employee will not be permitted to return to the College unless any and all sanctions have been satisfied. The Title IX Coordinator will continue to act to promptly and effectively remedy the effects of the conduct upon the victim and the community.

4. Investigation Findings

A. For Students

Upon receipt of the investigative report, the Title IX Coordinator will forward it to the Dean of Student Life and Conduct or designee for an appropriate hearing per the Student Code of Conduct procedures. During a hearing:

- Both the complainant and the respondent will receive equivalent notice of the process.
- The complainant will have the opportunity to be present throughout the entire Hearing.
- The complainant will be entitled to the same opportunity to have others present during a Hearing as is provided to the respondent, including an adviser or college support person;

- Both the complainant and the respondent will have the opportunity to present witnesses with information pertinent to the alleged sexual harassment, sexual misconduct or sexual assault, and any relevant information to the Hearing panel during the conduct process;
- The complainant will be provided options for reasonable alternative arrangements if he or she does not want to be present in the same room as the respondent during the Hearing;
- Testimony regarding any party's past sexual conduct will ordinarily not be permitted, except in those instances where there was a prior sexual relationship between the parties and the testimony may be relevant to the issue of consent. If the respondent is found responsible for the conduct alleged in the complaint, his or her past sexual misconduct, if any, may be considered in determining the appropriate outcome.
- The College will document the proceedings.

Following the hearing, the decision of whether a policy violation has occurred will be determined by using a preponderance of the evidence standard. A finding of a policy violation by a preponderance of the evidence means that it is more likely than not that the policy violation occurred. If, following the hearing, the decision is that no policy violation has occurred the process will end. Regardless of the outcome, the complainant, the respondent, and the Title IX Officer will be notified of the finding in writing.

If, following a hearing, the student is found to have violated College policy, appropriate disciplinary sanctions will be determined after consultation with the Title IX Coordinator. The Dean of Student Life and Conduct (or designee) will notify the respondent, the complainant, and the Title IX Coordinator in writing of the Dean's decision. This written decision must be issued within fifteen college days of the date of receipt of the investigative report from the Title IX Coordinator.

B. For Employees

Investigations will be thorough and impartial and will entail interviews with relevant parties and witnesses, and obtaining available evidence. Both the complainant and the respondent will have the opportunity to present witnesses with information pertinent to the alleged sexual harassment, sexual misconduct or sexual assault, and any relevant information. The investigator will document the proceedings.

Upon receipt of the investigative report, the Title IX Coordinator will determine if this policy has been violated by using a preponderance of the evidence standard. A finding of a policy violation by a preponderance of the evidence means that it is more likely than not that the policy violation occurred. If the Title IX Coordinator decides that no policy violation has occurred, then

the process will end. Regardless of the outcome, the complainant and the respondent will be notified of the finding in writing. The respondent's department head/director, Dean, Vice President, Executive Director of Human Resources, and the President will also be notified of the finding.

In the event that the employee violated College policy, the Executive Director of Human Resources (or designee) will determine appropriate disciplinary sanctions based on the recommendation from the Title IX Officer. These recommendations will be submitted to the President for review and approval. If a Vice President and/or Executive Director of Human Resources serves as a party or witness in the investigation, the Title IX Coordinator's recommendation will be sent to the President for determination of disciplinary sanctions. Regardless of the outcome, the complainant, the respondent, and the Title IX Coordinator will be notified in writing of the outcome within twenty college days of the date of the notice from the Title IX Coordinator.

5. Sanctions

Sanctions will be recommended by the Title IX Coordinator and forwarded to the decision-making authority. Factors considered when determining a sanction may include:

- The nature of, severity of, and circumstances surrounding the violation;
- The respondent's disciplinary history;
- Previously founded complaints or allegations against the respondent involving similar conduct;
- Any other information deemed relevant by the Title IX Coordinator;
- The need to bring an end to the discrimination, harassment, and/or retaliation;
- The need to prevent the future recurrence of discrimination, harassment, and/or retaliation; and/or
- The need to remedy the effects of the discrimination, harassment, and/or retaliation on the victim and the community.

a. Student Sanctions

For examples of the range of potential disciplinary sanctions against students, see the section of the Student Code of Conduct entitled *Remedies and Sanction*.

b. Employee Sanctions

Sanctions for an employee who has violated this policy may include, but are not limited to, verbal or written warning, required counseling, training, demotion, reassignment, suspension, and termination.

6. Appeals

Appeals of the decision of the Dean of Student Life and Conduct and/or the Community Standards Review Board process (for students) or the Executive Director of Human Resources/President (for employees) may be filed by the complainant, the respondent or both. All requests for appeal considerations must be submitted in writing to the Title IX Coordinator within five college days of the date of the final written notice.

Appeals are limited to allegations of the following:

- A procedural error or omission that significantly impacted the outcome;
- There is new evidence, unknown or unavailable during the investigation, that could substantially impact the finding or sanction. A summary of this new evidence and its potential impact upon the investigation must be included in the appeal; and/or
- The sanctions imposed are substantially disproportionate to the severity of the violation.

The original finding and sanction/responsive actions will stand if the appeal is not timely or is not based on the grounds listed above, and such a finding and sanction/responsive action(s) are final. When a party requests an appeal, the other party (parties) will be notified and given an opportunity to respond.

For students: In cases involving student conduct, a person designated by the Vice President for Student Affairs will review the appeal request(s).

For employees: In cases involving employee conduct, a person designated by the President will review the appeal request(s).

Where the designee finds that at least one of the grounds is met, and proceeds with the appeal, additional principles governing the hearing of appeals include the following:

- The original decision will only be changed when there is a compelling justification to do so.
- Appeals are not intended to be full re-hearings of the complaint. Appeals are confined to a review of the written documentation or record of the original hearing and pertinent documentation regarding the grounds for appeal.
- Sanctions will not be imposed pending the outcome of the appeal. Interim and/or protective actions may be imposed and/or continued as appropriate.
- The designee will render a decision within ten college days to the Title IX Coordinator who will normally provide written notice of the appeal to all parties within three college days from the date of the appeal review.
- All parties will be informed of whether the grounds for an appeal are accepted and the results of the appeal decision.
- Once an appeal is decided, the outcome is final: further appeals are not permitted under this policy.

7. Failure to Complete Sanctions

All respondents are expected to comply with conduct sanctions within the time frame specified in their written notice. Failure to follow through on conduct sanctions by the date specified, whether by refusal, neglect, or any other reason, may result in additional sanctions and/or suspension, expulsion, and/or termination from the College. For students, failure to comply may result in a hold to prevent future registration or other transactions with the College.

V. Remedial Actions

In addition to interim actions, the Title IX Coordinator or Deputy Coordinator may provide remedial actions intended to address the short or long-term effects of harassment, discrimination, and/or retaliation. That is, remedial actions may be taken at the conclusion of the process in addition to any actions that may have been taken on an interim basis, in order to redress harm to the complainant and the community and to prevent further harassment or violations. Remedial actions may also be used when, in the judgment of the Title IX Coordinator or Deputy Coordinator, the safety or well-being of any member(s) of the campus community may be jeopardized by the presence on campus of the respondent or the ongoing activity.

These remedies may include referral to counseling and health services or to the Employee Assistance Program (EAP), altering the academic schedule of a respondent student, (or the alleged complainant, if desired), altering work arrangements, providing campus escorts, implementing contact limitations between the parties, or offering adjustments to academic deadlines and/or course schedules.

Related Documents/Policies:

Policy Prohibiting Discrimination

Policy Prohibiting Discrimination: Policy Prohibiting Sexual Harassment

Student Code of Conduct

Employee Code of Conduct

Policy History: (adopted/amended)

Ghf 7.12.18

Appendix A

Good Samaritan

The welfare of students in our community is of paramount importance. At times, students on and off-campus may need assistance. The College encourages students to offer help and assistance to others in need. Sometimes, students are hesitant to offer assistance to others, for fear that they may get themselves in trouble (for example, a student who has been drinking underage might hesitate to help take a victim of sexual misconduct to Public Safety or a medical provider). The College pursues a policy of limited immunity for students who offer help to others in need. While policy violations cannot be overlooked, the College will provide educational options, rather than punishment, to those who offer their assistance to others in need.

Risk Reduction Tips

Risk reduction tips can often take a victim-blaming tone, even unintentionally. With no intention to victim-blame, and with recognition that only those who commit sexual violence are responsible for those actions, these suggestions may nevertheless help to reduce risk of experiencing a non-consensual sexual act. Below are suggestions to avoid committing a non-consensual sexual act:

- Know your sexual intentions and limits. You have the right to say "NO" to any unwanted sexual contact. If you are uncertain of what you want, ask your partner to respect your feelings.
- Communicate your limits firmly and directly. If you say "No," say it like you mean it. Avoid giving mixed messages. Back up your words with a firm voice and clear body language. Do not assume that someone will automatically know how you feel or will eventually "get the message" without you having to say anything.
- Remember that some people think that drinking, dressing provocatively, or going to your or your date's room is saying you are willing to have sex. Be clear up front about your limits in such situations.
- Listen to your gut feelings. If you feel uncomfortable or think you might be at risk, leave the situation immediately and go to a safe place.
- Don't be afraid to "make waves" if you feel threatened. If you feel you are being pressured or coerced into sexual activity, don't hesitate to state your feelings and leave the situation.
- Attend large parties with friends you trust. Agree to "look out" for one another. Leave with the group, not alone. Avoid leaving with people that you don't know very well.

- Take care of your friends and ask that they take care of you. A real friend will challenge you if you are about to make a mistake. Respect them when they do.

If you find yourself in the position of being the initiator of sexual behavior, you owe sexual respect to your potential partner. These suggestions may help you to reduce your risk for being accused of sexual misconduct:

- Clearly communicate your intentions to your sexual partner and give them a chance to clearly relate their intentions to you.
- Understand and respect personal boundaries.
- DON'T MAKE ASSUMPTIONS about consent; about someone's sexual availability; about whether they are attracted to you; about how far you can go or about whether they are physically and/or mentally able to consent. If there are any questions or ambiguity then you DO NOT have consent.
- Mixed messages from your partner are a clear indication that you should stop, defuse any sexual tension and communicate better. You may be misreading them. They may not have figured out how far they want to go with you yet. You must respect the timeline for sexual behaviors with which they are comfortable.
- Don't take advantage of someone's drunkenness or drugged state, even if they did it to themselves.
- Realize that your potential partner could be intimidated by you, or fearful. You may have a power advantage simply because of your gender or size. Don't abuse that power.
- Understand that consent to some form of sexual behavior does not automatically imply consent to any other forms of sexual behavior.
- Silence and passivity cannot be interpreted as an indication of consent. Read your potential partner carefully, paying attention to verbal and non-verbal communication and body language.

Sexual Offense Prevention and Educational Programming

Because Bergen Community College recognizes sex discrimination in all its forms as important issues, the College offers annual educational programming to a variety of groups such as: staff, security, faculty, incoming students, continuing students, student-athletes, and, members of student organizations. Visit www.Notalone.gov for more information and resources on avoiding and preventing sexual assault.

Sexual Misconduct educational programming may address matters such as: a definition of what constitutes sex discrimination, the causes of sex discrimination, myths involved with sex

discrimination, prevention, the relationship between sex discrimination and alcohol use, what to do if you are assaulted, the nature of a rape examination, an explanation of the College sexual misconduct policy, how to make a report and file charges within the College, its conduct system, and/or with the local police department, men's issues and sexual assault, and campus community resources to assist both the survivor and the accused.

Federal Enforcer

The U.S. Department of Education, Office for Civil Rights (OCR) is the federal agency charged with enforcing compliance with Title IX. Individuals with complaints of this nature always have the right to file a formal complaint with the United States Department of Education:

Office for Civil Rights (OCR)

400 Maryland Avenue, SW
Washington, DC 20202-1100
Customer Service Hotline Number: 800.421.3481
FAX: 202.453.6012
TDD#: 877.521.2172
Email: OCR@ed.gov
Web: <http://www.ed.gov/ocr>

APPENDIX B

BERGEN COMMUNITY COLLEGE

NEW JERSEY CAMPUS SEXUAL ASSAULT VICTIM'S BILL OF RIGHTS

A college or university in a free society must be devoted to the pursuit of truth and knowledge through reason and open communication among its members. Academic communities acknowledge the necessity of being intellectually stimulating where the diversity of ideas is valued. Its rules must be conceived for the purpose of furthering and protecting the rights of all members of the university community in achieving these ends.

The boundaries of personal freedom are limited by applicable state and federal laws and institutional rules and regulations governing interpersonal behavior. In creating a community free from violence, sexual assault, and nonconsensual sexual contact, respect for the individual and human dignity are of paramount importance.

The state of New Jersey and Bergen Community College recognize that the impact of violence on victims and the surrounding community can be severe and long lasting. Thus, this Bill of Rights has been established to articulate requirements for policies, procedures, and services designed to ensure that the needs of victims are met and that the colleges and universities in New Jersey create and maintain communities that support human dignity.

Bill Of Rights

The following rights shall be accorded to victims of sexual assaults that occur:

- on the campus of any public or independent institution of higher education in the State of New Jersey, and
- where the victim or alleged perpetrator is a student at that institution and/or
- when the victim is a student involved in an off-campus sexual assault.

Human Dignity Rights:

- the crimes to be assured of any other right guaranteed under this policy
- to be free from any suggestion that victims must report
- to have any allegations of sexual assault treated seriously; the right to be treated with dignity personal publicity
- to be free from any suggestion that victims are responsible for the commission of crimes against them
- to be free from any pressure from campus personnel to:
 - report crimes if the victim does not wish to do so
 - refrain from reporting crimes to avoid unwanted publicity
 - report crimes as lesser offenses than the victim perceives them to be

Rights to Resources On- and Off-Campus:

- to be notified of existing campus and community-based medical, counseling, mental health, and student services for victims of sexual assault whether or not the crime is formally reported to campus or civil authorities
- to have access to campus counseling under the same terms and conditions as apply to other students in their institution seeking such counseling
- to be informed of and assisted in exercising any rights to confidential or anonymous testing for sexually transmitted diseases, human immunodeficiency virus, and/or pregnancy
- to be informed of and assisted in exercising any rights that may be provided by law to compel and disclose the results of testing of sexual assault suspects for communicable diseases.

Campus Judicial Rights:

- to be afforded the same access to legal assistance as the accused.
- to be afforded the same opportunity to have others present during any campus disciplinary proceeding that is allowed the accused.
- to be notified of the outcome of the sexual assault disciplinary proceeding against the accused.

Legal Rights:

- to have any allegation of sexual assault investigated and adjudicated by the appropriate criminal and civil authorities of the jurisdiction in which the sexual assault is reported
- to receive full and prompt cooperation and assistance of campus personnel in notifying the proper authorities
- to receive full, prompt, and victim-sensitive cooperation of campus personnel with regard to obtaining, securing, and maintaining evidence, including a medical examination when it is necessary to preserve evidence of the assault.

Campus Intervention Rights:

- to require campus personnel to take reasonable and necessary actions to prevent further unwanted contact of victims by their alleged assailants.
- to be notified of the options for and provided assistance in changing academic and living situations if such changes are reasonably available.

Statutory Mandates:

- Each campus must guarantee that this Bill of Rights is implemented. It is the obligation of the individual campus governing board to examine resources dedicated to services required

and to make appropriate requests to increase or reallocate resources where necessary to ensure implementation.

- Each campus shall make every reasonable effort to ensure that every student at that institution receives a copy of this document.
- Nothing in this act or in any “Campus Assault Victim’s Bill of Rights” developed in accordance with the provisions of this act shall be construed to preclude or in any way restrict any public or independent institution of higher education in the state from reporting any suspected crime or offense to the appropriate law enforcement authorities.



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BOARD OF TRUSTEES ACTION P1A
Approval Date: August 7, 2018

Resolution

Approve: Memorandum of Understanding for a salary adjustment.

Submitted By

Dr. Michael D. Redmond, President
Dr. Waldon Hagan, Vice President, Student Affairs
Mr. James R. Miller, Executive Director, Human Resources

Action Requested

To approve the Memorandum of Understanding between Bergen Community College and the Professional Staff Association for a salary adjustment for the following individual.

<u>Name</u>	<u>Position</u>	<u>Annual Salary</u>	<u>Effective Date</u>
Nadine Phillips	Assistant Director Records and Registration/ One Stop Supervisor	\$82,600.00	7/1/2018

Justification

Salary adjustment based on review of current leadership responsibilities by the College and the Professional Staff Association..



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BOARD OF TRUSTEES ACTION P1B
Approval Date: August 7, 2018

Resolution

Appointment: Lecturers, Fall 2018 Semester

Submitted By

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

Action Requested

To approve the appointment of the following individuals as Lecturers for the Fall 2018 semester at the salary indicated.

<u>Name</u>	<u>Discipline/Division</u>	<u>Salary</u>
Abdullah Aqeel	Biology/Mathematics, Science & Technology	\$ 21,000.00
Nathalie Silva Pfeifer	Wellness & Exercise Science/Health Professions	\$ 21,000.00

Justification

Lecturer appointments to cover full time class loads due to recent faculty retirements.



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BOARD OF TRUSTEES ACTION P1C
Approval Date: August 7, 2018

Resolution

Appointment – Professional Staff

Submitted By

Dr. Michael D. Redmond, President
Dr. William Mullaney, Vice President, Academic Affairs
Mr. Ronald Spaide, Chief Information Officer
Mr. James R. Miller, Executive Director, Human Resources

Action Requested

To approve the appointment of the following individuals to the positions and salaries listed below:

<u>Name</u>	<u>Position</u>	<u>Annual Salary</u>	<u>Effective Dates</u>
Candice Kaup Scioscia	Manager, Cerullo Learning Assistance Center/Cerullo Learning Assistance Center/Academic Affairs	\$61,277.00 (pro-rated)	07/01/18– 06/30/19 (retroactive)
Sami Klobucista	IT Technical Support Specialist I/ Information Technology	\$35,000.00 (pro-rated)	08/09/18–06/30/19

Justification

To fill budgeted positions through a successful search process.



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BOARD OF TRUSTEES P1D
Approval Date: August 7, 2018

Resolution

Appointment - Grant (Title V)

Submitted By

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

Action Requested

To approve the appointment of the following individual to the position and salary listed below:

<u>Name</u>	<u>Position</u>	<u>Annual Salary</u>	<u>Effective Date</u>
Gregory Maniago	Title V Tutorial Supervisor/ Cerullo Learning Assistance Center/Academic Affairs	\$40,000.000 (pro-rated)	08/08/19-09/30/19

Justification

To fill a grant-funded position through a successful search process. This position is at-will.



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BOARD OF TRUSTEES ACTION P1E
Approval Date: August 7, 2018

Resolution

Appointment: Tenure Track Faculty

Submitted By

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

Action Requested

To approve the appointment of the following individuals to the positions and salaries indicated.

<u>Name</u>	<u>Rank/Discipline/Division</u>	<u>Salary</u>	<u>Effective Dates</u>
Neel Haldolaarachchige	Assistant Professor/Physics/ Physical Sciences/Mathematics, Science and Technology	\$58,500.00	09/01/18 – 06/30/19
Kevin Howell	Business/Business, Arts and Social Sciences	\$58,500.00	09/01/18 – 06/30/19
David Scalcione	Mathematics/Mathematics, Science And Technology	\$57,577.00	09/01/18 – 06/30/19
Julie Seda	Assistant Professor/Wellness and Exercise Science/Health Professions	\$57,577.00	09/01/18 – 06/30/19

Justification

To fill budgeted positions through a successful search process.



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BOARD OF TRUSTEES ACTION P1F
Approval Date: August 7, 2018

Resolution

Appointment – Confidential Staff

Submitted By

Dr. Michael D. Redmond, President

Ms. Christine Gillespie, Executive Director, Continuing Education and Workforce Development

Mr. James Miller, Executive Director, Human Resources

Action Requested

To approve the appointment of the following individual to the position and salary listed below:

<u>Name</u>	<u>Position</u>	<u>Annual Salary</u>	<u>Effective Date</u>
Mayda Gonzalez-Bosch (Dr.)	Associate Dean, Continuing Education Health Professions/Continuing Education and Workforce Development	\$80,000.00 (pro-rated)	09/04/18

Justification

To fill a budgeted position through a successful search process. This position is at-will.



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BOARD OF TRUSTEES ACTION P1G
Approval Date: August 7, 2018

Resolution

Appointment – Professional Staff

Submitted By

Dr. Michael D. Redmond, President
Mr. Ronald Spaide, Chief Information Officer
Mr. James R. Miller, Executive Director, Human Resources

Action Requested

To approve the appointment of the following individual to the position and salary listed below:

<u>Name</u>	<u>Position</u>	<u>Annual Salary</u>	<u>Effective Dates</u>
James Quimby	Manager, Media Technologies/ Information Technology	\$84,000.00 (pro-rated)	09/01/18– 06/30/19

Justification

To fill a budgeted position per agreement with the Bergen Community College Professional Staff Association (BCCPSA).



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BOARD OF TRUSTEES ACTION P1H
Approval Date: August 7, 2018

Resolution

Elimination of Position Title

Submitted By

Dr. Michael D. Redmond, President
Mr. Ronald Spaide, Chief Information Officer
Mr. James R. Miller, Executive Director, Human Resources

Action Requested

To eliminate the following position title effective September 1, 2018.

Position Titles

Supervisor of Media Technologies

Justification

To eliminate the position title of Supervisor of Media Technologies due to the restructuring of the Media Technologies Department.



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BOARD OF TRUSTEES ACTION P11
Approval Date: August 7, 2018

Resolution

Appointment: Interim Program Coordinator/Director

Submitted By

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

Action Requested

To appoint on an interim basis the individual listed below to the position of Program Coordinator/Director at the stipend shown for the period June 13, 2018 through September 3, 2018.

<u>Name</u>	<u>Department/Division</u>	<u>Annual Release Time</u>
Joseph Mamatz	Radiation Therapy Technology/ Health Professions	2.25 credit hours

*Release time has been pro-rated to reflect the period of June 13, 2018 – September 3, 2018.

Justification

To appoint the Interim Program Coordinator/Director due to the passing of the former Program Coordinator/Director.



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BOARD OF TRUSTEES ACTION P2
Approval Date: August 7, 2018

Resolution

Resignation – Faculty

Submitted By

Dr. Michael D. Redmond, President

Dr. William Mullaney, Vice President, Academic Affairs

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

Action Requested

To approve the resignation of the following individual:

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
Jennifer McCarthy	Associate Professor/Paramedic Science/ Health Professions/Academic Affairs	09/04/18

Justification

Resignation



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BOARD OF TRUSTEES ACTION P3
Approval Date: August 7, 2018

Resolution

Rescind: Program Coordinator/Director

Submitted By

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

Action Requested

To rescind the appointment of the following individuals:

<u>Name</u>	<u>Position</u>	<u>Discipline/Division</u>	<u>Effective Date</u>
Carol Chovanec	Program Coordinator/Director	Radiation Therapy Technology/ Health Professions	06/13/18 (retroactive)
Jennifer McCarthy*	Program Coordinator/Director	Paramedic Science/ Health Professions	09/04/18

Justification

Rescind appointment due to a resignation* and the passing of a faculty member.



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BOARD OF TRUSTEES ACTION P4
Approval Date: August 7, 2018

Resolution

Approve: Return from Leave of Absence/Support Staff

Submitted By

Dr. Michael D. Redmond, President

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

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

Action Requested

To approve the return from a Leave of Absence, without pay, and adjust the start date of the unpaid leave for the following individual to the position listed below, and effective dates as indicated:

<u>Name</u>	<u>Position/Division</u>	<u>Annual Salary</u>	<u>Effective Dates</u>
Michael Zullo	Public Safety Officer/Public Safety	\$36,000.00	06/04/18 – 06/26/18 (retroactive)

Justification

Return from unpaid leave of absence.



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BOARD OF TRUSTEES ACTION P5
Approval Date: August 7, 2018

Resolution

Approve: Return from Leave of Absence/Support Staff

Submitted By

Dr. Michael D. Redmond, President

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

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

Action Requested

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

<u>Name</u>	<u>Position/Division</u>	<u>Annual Salary</u>	<u>Effective Date</u>
Franchot Campbell	Public Safety Officer/Public Safety	\$38,749.00	06/19/18 (retroactive)

Justification

Return from Medical Leave



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BOARD OF TRUSTEES ACTION P6
Approval Date: August 7, 2018

Resolution

Retirement: Professional Staff

Submitted By

Dr. Michael D. Redmond, President

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

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

Action Requested

To approve the retirement of the following individual:

<u>Name</u>	<u>Position/Department/Division</u>	<u>Effective Date</u>
Edward Zingg	Public Safety Lieutenant/Public Safety	10/01/18

Justification

Retirement



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BOARD OF TRUSTEES ACTION P7
Approval Date: August 7, 2018

Resolution

Resignation: Support Staff

Submitted By

Dr. Michael D. Redmond, President

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

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

Action Requested

To approve the resignation of the following individual:

<u>Name</u>	<u>Position/Division</u>	<u>Effective Date</u>
Joseph Sheridan	Public Safety Officer/Public Safety	06/11/18 (retroactive)

Justification

Resignation due to not returning from unpaid Leave of Absence.