



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

BOARD OF TRUSTEES
PUBLIC MEETING

Tuesday, September 13, 2016 - 5:00 p.m.

TEC – 128 BC

- I. Call to Order
- II. Open Public Meetings Act Statement
- III. Roll Call
- IV. Pledge of Allegiance
- V. Reports
 - A. Vice Chairman
 - B. Secretary
 - C. Treasurer
 - D. President
 - ❖ Presentation – Student Success Course
 - ❖ Dr. William Mullaney – Updates from previous board meeting
 - ❖ Mr. Stephen Valkenburg – Update on SQL Migration
 - E. Committees
 - 1. Audit and Finance/Legal
 - 2. Board of School Estimate
 - 3. Education and Student Affairs
 - 4. Foundation/Grants/Endowments
 - 5. Personnel
 - 6. Site and Facilities
 - 7. Strategic Planning and Issues
 - F. Liaison to New Jersey Council of County Colleges
 - G. Alumni Trustee
 - H. Chairman
- VI. Executive Session Meeting
- VII. Unfinished Business
- VIII. New Business/Open to the Public
- IX. Actions
 - A. Approval of Minutes – July 12, 2016
 - B. Consent Agenda – September 13, 2016
- X. New Business/Open to the Public
- XI. Adjournment



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CONSENT AGENDA

Tuesday, September 13, 2016

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 12, 2016

AUDIT AND FINANCE (A/F)

1. Approval of Legal Voucher – DeCotiis, FitzPatrick & Cole, LLP.
2. Approval of Labor Voucher – Cleary, Giacobbe, Alfieri, Jacobs (Negotiations)
3. To authorize Bergen Community College to join the Educational Services Commission of New Jersey purchasing cooperative and to execute its Cooperative Pricing System Agreement
4. To renew subscription with Turnitin for web based plagiarism detection system through the New Jersey Council of County Colleges Joint Purchasing Consortium.
5. To authorize the purchase of iMacs, iPads, iPad cases, MacServers, Macbooks for lifecycle replacement as well as miscellaneous Apple accessories such as lightning to VGA adapters, lightning to USB cables, charging cables and chargers from Apple, Inc for an amount estimated at \$185,000.00 until June 30, 2017. Apple Inc. is a sole source provider to educational institutions. Equipment will be used to support classroom teaching and instruction to the visual arts and music departments as well as STEM and OSS.
6. To renew annual maintenance agreement with Innovative Interfaces, Inc. for library management software and hardware used to run all library operations and the online public access catalog.
7. Authorization to renew Cisco SmartNet maintenance agreement covering Cisco network infrastructure hardware and software for the period of July 1, 2016 – June 30, 2017 providing anytime access to Cisco engineers, hardware replacement options, operating system updates and proactive diagnostics on devices reducing risk and downtime to the college.
8. Authorization to enter into a Shared Services Agreement Addendum with the Bergen County Sheriff's Department to enforce supplemental security and response services on all College Campuses.
9. Approval of travel expenses for CampusWorks, Inc., for June 2016 totaling \$9,366.80.
10. To authorize the purchase of student and faculty support resources from ATI Nursing Education to increase student retention and student outcomes on the National Council Licensure Examination – Registered Nurse (NCLEX-RN).

EDUCATION AND STUDENT AFFAIRS (E/SA)

1. Commencement Ceremony Venue 2017: Authorization to Execute Lease Agreement with New Meadowlands Stadium Company, LLC
2. Authorize acceptance of Work First New Jersey Adult Basic Education Services contract in the amount of \$102,000 from the Bergen County Workforce Development Board.
3. Authorize submission of the Becas Grant from the Mexican Government through the Institute for Mexicans Abroad (IME) to support the educational pursuit of Mexicans living in the United States in the amount of \$100,000, and to authorize President B. Kaye Walter, or her designee, to execute required documents.
4. Authorization for Professional Transition Services for the Turning Point Program. Resolution of the Board of Trustees of Bergen Community College, (the "College") authorizing the execution of an agreement with Bergen County Special Services, (BC SS) in connection with work and/or transition services to be performed for the Turning Point Program. BCCS has consistently provided services to the students enrolled in the Turning Point Program since 2012. This will be the second year the cost for these services is being paid using tuition monies raised specifically for this Program.
5. Authorize submission of a grant proposal to the National Science Foundation's Advanced Technological Education program to support the education of technicians in the high-technology field of enterprise computing in the amount of \$900,000, and to authorize President B. Kaye Walter, or her designee, to execute required documents.
6. In connection with work to be performed under Years 2 and 3 of the U. S. Department of Justice, Office on Violence Against Women Campus Grant Agreement, authorize the execution of a renewal agreement with the **YWCA healingSPACE** ("Partnering Agency"), consistent with the 3-year grant awarded to the College by the U.S. Department of Justice, Office on Violence Against Women, Award # 2014-WA-AX-0015 (the "Grant").
7. In connection with work to be performed under Years 2 and 3 of the U. S. Department of Justice, Office on Violence Against Women Campus Grant Agreement, authorize the execution of a renewal agreement with the **Center for Hope and Safety** ("Partnering Agency"), consistent with the 3-year grant awarded to the College by the U.S. Department of Justice, Office on Violence Against Women, Award # 2014-WA-AX-0015 (the "Grant").
8. To delete the curriculum for the Certificate in Culinary Science (CERT.CULN.SCI)
9. To delete the curriculum for the Certificate of Achievement in Catering (COA.CATER)
10. To delete the curriculum for the Certificate of Achievement in Hospitality Operations (COA.HOSP.OPR)
11. To delete the curriculum for the Associate in Arts, Liberal Arts, Social Sciences (AA.LA.SOC.SCI)
12. To delete the curriculum for the Certificate in Transfer Studies, Liberal Arts (CERT.TRAN.LA.GEN)
13. Authorize renewal of an agreement with each of the eleven Participating Organizations (Brookdale Community College, County College of Morris, Essex County College, Hudson County Community College, Middlesex County College, Ocean County College, Passaic County Community College, Sussex County Community College, and Union County College) in connection with the work to be performed under the **Trade Adjustment Assistance and Community College and Career Training Grant** awarded to the College by the U.S Department of Labor, Education and Training Administration, Grant # TC-26459-14-60-A-34 (the "Grant").

INSTITUTIONAL (I)

1. Approval to adopt the updated Student Code of Conduct at Bergen Community College

PERSONNEL (P)

1. Appointment:
 - A. Confidential
 - B. Interim Assistant Dean, Adjunct Administration
 - C. Professional Staff
 - D. Grant (Turning Point Program)
 - E. Support Staff
 - F. Tenure Track Faculty
 - G. Clinical Coordinators
 - H. Testing Coordinators
 - I. Faculty
 - J. Support Staff
 - K. Program Coordinator/Faculty
 - L. Student Affairs Athletic Program (Coaching Staff)
2. Appointment/Transfer:
 - A. Professional Staff
 - B. Support Staff
3. Salary Increase: Project Personnel – Grants
4. Approve stipends for Nursing Clinical Faculty for fall 2016 semester
5. Approve: Return from Leave of Absence/Support Staff
6. Rescind:
 - A. Program Coordinator
 - B. Sabbatical Leave of Absence
7. Resignation:
 - A. Support Staff
 - B. Professional Staff
 - C. Confidential
 - D. Faculty
 - E. Grant
8. Retirement:
 - A. Confidential
 - B. Faculty
 - C. Support Staff

SITE AND FACILITIES (S/F)

1. Authorize submission of the Community Block Grant to support restroom upgrades in The Philip Ciarco Jr. Learning Center in the amount of \$350,000, and to authorize President B. Kaye Walter, or her designee, to execute required documents.



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BOARD OF TRUSTEES ACTION A/F 1
Approval Date: September 13, 2016

Resolution:

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

Submitted By

Mr. Victor Anaya, Chief Financial Officer

Action Requested

Approval for payment of the following legal vouchers:

July 1, 2016 to July 31, 2016 DeCotiis, FitzPatrick & Cole, LLP. \$ 14,753.85

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

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

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



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BOARD OF TRUSTEES ACTION A/F 2
Approval Date: September 13, 2016

Resolution:

Approval of Labor Voucher – Cleary Giacobbe Alfieri Jacobs (Negotiations)

Submitted By

Mr. Victor Anaya, Chief Financial Officer

Action Requested

Approval for payment of the following labor voucher:

July 1, 2016 to July 31, 2016 – Invoice 44844

Cleary Giacobbe Alfieri Jacobs \$ 650.00

Labor bills are available on the College's web site under the Board of Trustees at the following address:

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

Charge To: College Operating Funds
Account Number: 10-01-186100-607216



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BOARD OF TRUSTEES ACTION A/F 3
Approval Date: September 13, 2016

Resolution:

To authorize Bergen Community College to join the Educational Services Commission of New Jersey purchasing cooperative and to execute its Cooperative Pricing System Agreement

Submitted By

Mr. William Corcoran, Vice President, Facilities Planning, Operations and Public Safety
Mr. Victor Anaya, Chief Financial Officer
Ms. Barbara Golden, Director Purchasing and Services

Action Requested

Authorization to join the Educational Services Commission of New Jersey purchasing cooperative and to execute a Cooperative Pricing System Agreement.

Justification

Membership will provide the College with 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, but not limited to; furniture, technology items, custodial supplies and equipment, and facility services, reducing our cost of supplies and increasing productivity.

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 Educational Services Commission of New Jersey
New Jersey State Approved Co-op# "65MCESCCPS"**

How do I use this Co-op?

If your organization is a member then simply visit our web site at www.escnj.k12.nj.us to learn more about the program and current contracts. If you are not a member then you must pass a resolution to join the Co-op and execute the "AGREEMENT FOR A COOPERATIVE PRICING SYSTEM" and send original certified copies to Mr. Patrick M. Moran at the ESCNJ- Once your information is received your organization will be registered with the Division of Local Government Services and you can use the bids available through the Co-op.

Who is eligible to join the Co-op?

N.J.S.A. 40A11-11(5) authorizes contracting units to enter into a Cooperative Pricing Agreement to participate in a Cooperative Pricing System. 18A:18A-11 permits School Districts to enter into joint agreements with Counties and Municipalities. Therefore all Public School Districts, Counties, Municipalities, State Universities, Colleges and County Colleges are eligible to join.

Why is it legal to purchase off a Co-op contract?

It is legal to purchase off a Co-op contract because this system is registered with the Division of Local Government Services and bids are developed in accordance with New Jersey Public Contracts Law and only offered to registered members.

How will my organization benefit from using Co-op contracts?

The primary benefit to using a Co-op contract is the aggressive bid pricing that is received by vendors who want access to an established pool of potential clients. Other benefits include the savings realized from not having to develop bid specifications and pay for advertising. Members get access to quality products provided by reliable vendors who have established reputations and a track record of success. The elimination of the need to award a contract to a vendor who may not be qualified or reject and re-bid when time is critical.

To learn more about the ESCNJ and the Co-op offerings visit our website at www.escnj.k12.nj.us where you can review the bid documents and obtain the membership resolution and agreement.

Patrick M. Moran
Business Administrator/Board Secretary
Educational Services Commission of New Jersey
1660 Stelton Rd.
Piscataway, New Jersey 08854
Pmoran@escnj.k12.njus
732-777-9848 X 3120
732-777-9855 Fax

“CURRENT ESCNJ BID AWARDS”
NJ State Approved Co-op # 65MCESCCPS

Current Bid	Bid #	Bid Term	Awarded to
ACT Hosted Phone Services	MRESC 15/16-36	11/13/15 – 11/12/18	DNS/Lightpath & Xtel
ACT Telecommunications (Regional/Lg. Distance Service)	MRESC 11/12-38	7/1/12 - 6/30/15 Extended to 6/30/17	Xtel
ACT Wide Area Network Services	MRESC 13/14-49	1/17/14 – 1/16/17	Xtel
Apple Educational Products	MRESC 15/16-69	5/13/16 – 5/12/17	Apple
Athletic Equipment and Supplies	MRESC 14/15-61	5/9/15 – 5/8/16 – Extended to 5/8/17	Various
Athletic Equipment Reconditioning and Repair	MRESC 15/16-27	11/19/15 – 11/18/16	Riddell
Automotive Fluids & Lubricants	MRESC 14/15-67	2/20/15 – 2/19/16, Extended to 2/19/17	David Weber & Lubenet
Bleacher (Interior) Systems- Purchase & Installation	MRESC 14/15-62	4/24/15 – 4/23/16, Extended to 4/23/17	Nickerson Corporation
Bleacher (Exterior) Systems-Purchase & Installation	MRESC 15/16-60	3/18/16 – 3/17/17	Nickerson Corporation
Boiler, Maintenance and Repair	MRESC 15/16-52	1/18/16 - 1/17/18	Various
Building Access & Security Systems	MRESC 15/16-70	4/29/16 to 4/28/18	Open Systems Integrators, Inc.
Carpet	MRESC 14/15-79	7/1/15 – 6/30/17	Various
Classroom Supplies	MRESC 15/16-68	7/1/16-6/30/17	School Specialty
Classroom Supplies - <i>Cosmetology</i>	MRESC 14/15-11	7/27/14 – 7/26/15 Extended to 7/26/16 – Extended to 7/26/17	Burmax Co., Inc.
Concrete Repair Systems - Ardex	MRESC 15/16-56	2/19/16 – 2/18/17	RFS Commercial, Inc.
Copy Paper – White & Color	MRESC 14/15-51	1/1/15 – 6/30/15 Extended to 12/31/15, Extended to 6/30/16, Extended to 12/31/16	W. B. Mason
Custodial Supplies	MRESC 14/15-34	1/22/15 - 1/21/16; Extended to 1/21/17	Various
Custodial Supplies-Plastic Liners	MRESC 15/16-34	1/1/16 – 6/30/16, Extended to 12/31/16	Central Poly Corp.
Demand Response	MRESC 13/14-51	5/31/14 - 5/30/17	Constellation New Energy, Inc.
Diesel Gasoline	MRESC 13/14-22	10/21/13 - 10/20/15 – Extended to 10/20/16	Various
Digital Readiness for Learning & Assessment Broadband Component Wide Area Network & Internet Cooperative Purchasing Initiative	MRESC 14/15-26	7/1/15-6/30/19 (Various)	Affiniti, Cablevision Lightpath NJ, LLC, Comcast, Data Network Solutions, Sunesys,

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“CURRENT ESCNJ BID AWARDS”
NJ State Approved Co-op # 65MCESCCPS

Digital Readiness for Learning & Assessment Broadband Component Wide Area Network & Internet Cooperative Purchasing Initiative R42	MRESC 15/16-55	1/22/16 – 1/21/19	Cablevision Lightpath, Comcast, Lighttower & Xtel
Digital Resources -Automation & Cataloging Solutions -Instructional/Classroom Content & Library/Media Resources 	MRESC/AEPA 16 - C	3/1/16 – 2/28/17	Mackin Educational Resources and The Library Corporation
Disaster Recovery	MRESC 12/13-26	11/16/12-11/15/15 Extended to 11/15-17	allRisk
Document Management (Record Retention)	MRESC 12/13-22	7/1/12 - 6/30/15 –Extended to 6/30/17	AccuScan
Document Management Services	MRESC 15/16-22	7/31/15 – 7/30/18	Atlantic Business Products
Education Development Software “Hibster Software”	MRESC 14/15-25	6/6/14 – 6/5/16, Extended to 6/5/17	Educational Development Software, LLC
Electricity –Supply of – Atlantic City Territory	MRESC 15/16-71	7/1/16 – 6/30/18	South Jersey Energy Company
Electricity –Supply of	MRESC 15/16-49	12/1/15 – 11/30/17	Direct Energy & Constellation Energy
Environmental/Mold Insurance		7/1/16 – 6/30/17	Beazley
Facility Management Software 	MRESC/AEPA 16 - A	3/1/16 – 2/28/17	Dude Solutions, Inc.
Fire Alarm Systems – Integrated Software Based Intelligent Life Safety Systems	MRESC 15/16-22	6/26/15 – 6/25/16, Extended to 6/25/17	Open Systems
Annual Fire Extinguisher Inspection and Related Services	MRESC 15/16-41	10/16/15 – 10/15/16	Allied Fire & Safety Equipment Co. & Fire & Security Tech.
Flexible Spending Account Management	MRESC RFP 11/12-02	7/1/12-12/31/14, Extended to 12/31/15, Extended to 12/31/16	National Benefit Services, LLC
Flooring	MRESC 14/15-64	6/5/15 – 6/4/17	Various
Furniture	MRESC 15/16-09	7/2/15 – 7/1/16 – Extended to 7/1/17	Various

“CURRENT ESCNJ BID AWARDS”
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 Furniture –AEPA <small>Association of Educational Purchasing Professionals</small>	MRESC/AEPA 14	4/25-14 - 2/28/15 Extended to 2/27/16, Extended to 2/28/17	Interior Systems Inc.
Generator Equipment and Maintenance	ESCNJ 16/17-17	6/30/16 – 6/29/17	Foley, Inc. Power Place, Inc.
Grounds Equipment-	MRESC 15/16-08	2/20/16 – 2/19/17	Various
Gym Floors -Repair/Refinishing/ T & M	MRESC12/13-46	5/14/13 - 5/13/15-Extended to 5/13/16, Extended to 5/13/17	Classic Floor Finishing, Inc.
Gym Floors -Repair/Refinishing/ T & M	MRESC 15/16-65	5/14/16 – 5/13/17	Classic Floor Finishing, Inc.
H.V.A.C. -Airdale	MRESC 15/16-33	8/28/15 -8/27/16	Midcoast Mechanical , Inc.
H.V.A.C. Time & Material	MRESC 15/16-58	3/18/16 – 3/17/17	Various
Hybrid Phone Systems	MRESC 14/15-76	3/16/15 – 3/15/17	RFP Solutions
 Industrial Arts, Career and Technical Supplies <small>Association of Educational Purchasing Professionals</small>	MRESC/AEPA IFB # 014B	3/1/14 – 2/28/15 Extended to 2/29/16, Extended to 2/28/17	Midwest Technology Products
Integrated Cloud Based Building Access/Video, Critical Emergency Communications and Mobile Application Solutions	MRESC 14/15-20	6/26/14 – 6/25/15- Extended to 6/25/16, Extended to 6/25/17	Open Systems Integrators, Inc.
Job Order Contracting - Repair and Maintenance- HVAC and Electrician (certain regions)	MRESC 13/14-12 & MRESC 13/14-13	7/1/13 - 6/30/15 Extended to 6/30/16, extended to 6/30/17	ezIQC Gordian Group
Job Order Contracting - Repair and Maintenance - Electrician	MRESC 15/16-14	6/5/15 – 6/4/16- Extended to 6/5/17	ezIQC Gordian Group
Job Order Contracting - Repair and Maintenance - HVAC	MRESC 14/15-17	6/6/14 -6/5/15 Extended to 6/5/16, extended to 6/5/17	ezIQC Gordian Group
Job Order Contracting - Paving	MRESC 15/16-83	6/3/16 – 6/2/17	Ascend Construction and Murray Paving & Concrete, LLC
Job Order Contracting - Repair and Maintenance - Plumbing	MRESC 15/16-15	6/5/15 – 6/4/16, Extended to 6/4/17	ezIQC Gordian Group
Job Order Contracting – Repair and Maintenance – Plumbing – Regions 4 & 5	MRESC 15/16-61	6/5/16 – 6/4/17	ezIQC Gordian Group

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Job Order Contracting - Repair and Maintenance – General Contracting	MRESC 14/15-19	6/26/14 – 6/25/15 Extended to 6/25/16, Extended to 6/25/17	ezIQG Gordian Group
Landscaping Services – New!	ESCNJ 16/17-23	7/29/16 – 7/28/17	JCW
Lawn Care Products and Services	MRESC 14/15-56	1/22/15 - 1/21/16 Extended to 1/21/17	Central Turf and Irrigation Supply
Learning Management	MRESC 15/16-79	1/22/16 – 1/21/17	Schoology, Inc.
LED	MRESC 15/16-45	1/22/16 – 1/21/17	Facility Solutions Group, Inc./Good Mart/Tri-State LED
Lockers – Purchase, Installation, Refurbishment and Repair	MRESC 15/16-66	5/9/16 to 5/8/17	Nickerson Corporation and Rabco Equipment Corp. Locker Man, Inc.
Locking Hardware & Keying Systems	MRESC 14/15-28	10/24/14 – 10/23/15, Extended to 10/23/16	Oak Security Group, LLC
Maintenance Equipment	MRESC 15/16-44	1/23/16 – 1/22/17	Various
Maintenance, Repair and Operation	MRESC 14/15-28	10/24/14-10/23/15 Extended to 10/23/16	MSC, Oak Security
Maintenance, Repair & Operation – Part II	MRESC 14/15-52	11/21/14 – 10/23/15 Extended to 10/23/16	AmSan, Ferguson, Griffith Electric
Medicaid Billing Services 	MRESC/AEPA IFB #013-C	3/1/14 – 2/28/15; Extended to 2/29/16, Extended to 2/28/17	Sivic Solutions Group
Medical Supplies	MRESC 14/15-33	1/16/15 - 1/15/16, Extended to 1/15/17	V.E. Ralph & Sons Inc.
Musical Instruments	MRESC 14/15-60	6/5/15 – 6/4/16 – Extended to 6/4/17	Music & Arts Centers K & S Music,, Inc.
Natural Gas - Supply of	MRESC 13/14-14	E-Town and NJ Natural & South Jersey Electric- Extended to 11/30/16 at new blended rates	Woodruff Energy
Natural Gas - Supply of	MRESC 15/16-17	1/1/16 -12/31/17	Direct Energy
Nursing Services	ESCNJ 16/17-26	7/29/16 – 7/28/17	Delta-T
Occupational Therapy & Physical Therapy Services	MRESC 14/15-49	7/1/15 – 6/30/17	EBS Healthcare & Staffing Plus
Office Supplies	MRESC 15/16-13	7/1/15 - 6/30/16 – Extended to 6/30/17	W. B. Mason
Playground Equipment, Site Furnishings, Outdoor Circuit Training Equipment and Related Products	MRESC 16/17-13	7/1/16 – 6/30/17	MRC, Inc. and Core Elements Gym, Inc.

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“CURRENT ESCNJ BID AWARDS”
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Playground Surfacing	MRESC 14/15-09	7/1/14-6/30/15 Extended to 6/30/16, Extended to 6/30/17	Downes Tree Service, Rubbercycle & Whirl Inc.
Plumbing - Time & Material- Select Counties	ESCNJ 16/17-19	7/1/16 - 6/30/18	Magic Touch Construction Co., Inc.
Plumbing – Time & Material – Bergen County only	MRESC 15/16-64	4/26/16 – 4/25/17	Magic Touch Construction Company, Inc.
Pool Supplies	MRESC 14/15-80	3/27/15 - 3/26/16, Extended to 3/26/17	Leslie PoolMart MainLine Pool
Printing Services	MRESC 15/16-21	9/1/15 – 8/31/16, Extended to 8/31/17	Various
Radios – Motorola and Vertex	MRESC 15/16-11	7/1/15 – 6/30/16 – Extended to 6/30/17	Alphacomm - Motorola & Philip M. Casciano - Vertex
Recycling Containers	MRESC 15/16-25	8/1/15 – 7/31/16 Extended to 7/31/17	T.M. Fitzgerald & Associates
Roofing and Building Envelope Repair and Maintenance Services Bid 	MRESC/AEPA IFB #013- B	11/15/13 - 2/28/15; Extended to 2/27/16, Extended to 11/14/16, Extended to 11/14/17	Weatherproof Technologies (Tremco)
Safety & Security Window Film	MRESC 15/16-80	3/21/16 – 3/20/17	Window Film Depot, Inc.
School Bus – A, B, C & D	MRESC 15/16-37	12/2/15 – 12/1/16	Various
School Bus Surveillance Cameras	MRESC 14/15-23	8/12/14 – 8/11/15 – Extended to 8/11/16, Extended to 8/11/17	Seon Systems Sales, Inc.
Scoreboards- Interior/Exterior, Marquee, Equipment & Installation 	MRESC/AEPA – 16-1	3/18/16 – 2/28/17	Daktronics
Share 911.com	MRECS 15/16-80	2/19/16 – 2/18/17	OnScene Technologies, Inc.
Shredding & Disposal of Records	MRESC 14/15-68	5/9/15 – 5/8/17	IDS
SMART Board Technology	MRESC 14/15-10	7/1/14 – 6/30/15- Extended to 6/30/16, Extended to 7/31/16	Keyboard Consultants & Sharp Business Systems
Speech Services	MRESC 15/16-59	3/18/16 – 3/17/17	Staffing Options & Solutions, Inc.
Staffing Services – Non certified	MRESC 15/16-12	6/5/15 – 6/4/18	Delta-T Group
Stage Curtains – Installation & Repair	MRESC 15/16-47	3/18/16 – 3/17/17	Ackerson Drapery & Decorator Services, Inc.
Student-as-a-Service	ESCNJ RFI-01	7/1/16 – 6/30/17	BrightBytes

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Technology Supplies & Services	MRESC 15/16-11	7/1/15 – 6/30/16 – Extended to 6/30/17	CDW-G
Toilet Partitions	MRESC 15/16-30	8/28/15 – 8/27/16 Extended to 8/27/17	Nickerson Corporation
Toner and Ink Cartridges	MRESC 15/16-18	7/1/15 – 6/30/16 – Extended to 6/30/17	W B Mason
Trip Hazard Removal Services	MRESC 14/15-48	10/24/14 – 10/23/15 Extended to 10/23/16, Extended to 10/23/17	Always Safe Sidewalks
Truck Maintenance & Repair Services	MRESC 15/16-74	6/3/16 – 6/2/17	Bellmawr Truck Repair Co. and Ken’s Body Works, Inc.
Turf (Synthetic) – Repair & Maintenance 	MRESC/AEPA 16-G	3/1/16 – 2/28/17	Field Turf Hellas Construction UBU Sports
Utility Bill Audit & Cost Recovery	MRESC 14/15-46	10/24/14-10/23/15, Extended to 10/23/16	Troy & Banks, Inc.
Walk Through Metal Detectors 	MRESC/AEPA -015-F	3/1/15 – 2/28/17, Extended to 2/28/17	CEIA-USA, Ltd.
Water Testing Services – New!	MRESC 15/16-73	6/3/16 – 6/2/17	TTI Environment, Inc.
Wireless Duress Monitoring Systems	MRESC 15/16-57	1/22/16 – 1/21/17	Turn-Key Technologies

MEMBERS OF THE NJ STATE APPROVED
ESCNJ COOPERATIVE PRICING SYSTEM # 65MCESCCPS

Atlantic		
Absecon BOE	Township of Egg Harbor	Mainland BOE
Atlantic City BOE	Egg Harbor City BOE	Margate City BOE
Atlantic Cape Community College	Egg Harbor Township S D	Mullica Township BOE
Atlantic City Community Charter	Estell Manor BOE	Northfield BOE
City of Atlantic City	Folsom BOE	Pleasantville BOE
Atlantic County	Galloway Twp. BOE	Somers Point BOE
Atlantic Co. Special Services SD	Galaway, Township of	Stockton University
Atlantic County Vocational SD	Greater Egg Harbor Regional High School District	City of Ventnor City
Brigantine BOE	Hamilton Twp. BOE	Ventnor School District
Borough of Buena MUA	Township of Hamilton	Weymouth Township BOE
Buena Regional BOE	Hammonton BOE	
Charter Tech High School	Linwood BOE	
Bergen		
Allendale BOE	City of Hackensack	Ramapo Indian Hills Reg. HS
Alpine BOE	Harrington Park BOE	Ramsey BOE
Borough of Alpine	Hasbrouck Heights BOE	Borough of Ramsey
County of Bergen	Hillsdale BOE	Ridgewood Public Library
Bergen Arts & Science Charter School	Hillsdale Borough	Ridgefield BOE
Bergen County Technical Schools	Ho-Ho-Kus BOE	Ridgefield Park BOE
Bogota BOE	Borough of Ho-Ho-Kus	Ridgewood P S
Borough of Closter	Lee Memorial Library	River Dell Reg. S D
Borough of Elmwood Park	Leonia BOE	Township of River Vale
Borough of Fort Lee	Leonia Public Library	Ringwood Chrisitan School
Borough of Paramus	Borough of Little Ferry	River Edge BOE
Bergenfield BOE	Little Ferry BOE	Rivervale BOE
Carlstadt BOE	Lodi BOE	Rochelle Park BOE
Carlstadt-East Rutherford Reg. BOE	Lyndhurst BOE	Borough of Rockleigh
Borough of Cliffside Park	Ma'ayanot Yeshiva High School for Girls	Rutherford BOE
Cliffside Park BOE	Mahwah BOE	Rutherford Public Library
Housing Auth. of Borough of Cliffside Park	Township of Mahwah Library	Saddle Brook BOE
Closter BOE	Township of Mahwah	Saddle River BOE
Cresskill BOE	Maywood BOE	South Bergen Jointure Commission
Borough of Cresskill	Midland Park BOE	South Hackensack BOE
CTC Academy	The Midland Park Memorial Library	Teaneck Community Charter
Demarest BOE	Montvale BOE	Tenafly BOE
Borough of Demerest	Moonachie BOE	Teaneck BOE
Don Bosco Prep School	Moonachie Borough	Township of Teaneck
Dumont BOE	Moriah School	Borough of Teterboro
Dumont Borough	New Milford BOE	Upper Saddle River BOE
East Rutherford BOE	Borough of New Milford	Upper Saddle River Public Library
Edgewater BOE	North Arlington BOE	Upper Saddle River Borough
Borough of Edgewater	Housing Authority of North Bergen	The Village School
Elmwood Park BOE	Northern Highlands Reg. BOE	Village of Ridgewood
Borough of Elmwood Park	Northern Valley Reg. S D	Waldwick BOE

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15 Community Colleges

MEMBERS OF THE NJ STATE APPROVED
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Bergen cont'd.		
Emerson BOE	Northvale BOE	Borough of Wallington
Borough of Emerson	Norwood BOE	Wallington BOE
Borough of Emerson	Norwood Borough	Township of Washington
City of Englewood	Oakland BOE	Westfield Free Public Library
Englewood Cliffs BOE	Borough of Oakland	Westwood Regional BOE
Fair Lawn BOE	Old Tappan Borough	Woodcliff Lake BOE
Fairview Public Schools	Old Tappan BOE	Borough of Woodcliff Lake
Fort Lee BOE	Oradell BOE	Wood-Ridge BOE
Franklin Lakes BOE	Borough of Oradell	Borough of Wood-Ridge
Borough of Franklin Lakes	Palisades Park BOE	Twp . of Wyckoff
Garfield BOE	Borough of Palisades Park	Borough of Westwood
Borough of Glen Rock	Park Ridge BOE	
Glen Rock BOE	Paramus BOE	
Hackensack BOE	Borough of Park Ridge	
	Pascack Valley Regional HS Dist	
Burlington		
Bass River Township BOE	Florence Township BOE	Palmyra BOE
Benjamin Banneker Prep. Charter School	Lenape Regional School District	Pemberton Township BOE
Beverly City BOE	Eastampton Township BOE	Pope John Paul II Regional School
Bordentown RSD BOE	Hainesport BOE	Rancocas Valley Regl HS BOE
Burlington County	Hainesport Township	Riverbank Charter School of Excellence
Burlington Co. Institute of Tech.	Holycross Academy	Riverside Township BOE
Burlington Co. Special Services SD	Lumberton Township BOE	Riverton BOE
Burlington Township BOE	Mansfield Township BOE	Township of Riverton
City of Burlington BOE	Township of Maple Shade	Shamong Township BOE
City of Burlington Housing Authority	North Hanover BOE	Southampton Township BOE
Chesterfield Twp. BOE	Maple Shade BOE	Springfield Township BOE
Township of Chesterfield	Medford Lakes BOE	St. Mary of the Lakes School
Cinnaminson Township BOE	Medford Twp. Public Schools	St. Paul School St. Katharine Drexel Parish
Delanco Township	Moorestown Township BOE	Tabernacle Township BOE
Delanco BOE	Mount Holly Twp.	Washington Township BOE
Delran Township BOE only	Mount Holly Twp. BOE	Township of Willingboro
Edgewater Park BOE	Mount Laurel BOE	Willingboro BOE
Evesham Municipal Utilities Authority	Mount Laurel Municipal Utilities Authority	Woodland BOE
Evesham Township BOE	North Hanover Township BOE	
Evesham Township	Northern Burlington Co. Reg. S. D.	
Evesham Township Fire District No.1	Our Lady of Perpetual Help	
Camden		
Barrington BOE	Collingswood Public Schools	Mt. Ephraim BOE
Borough of Barrington	Eastern Camden Cty Reg. School District	Oaklyn BOE
Berlin Township BOE	Eco Charter School	Pennsauken Township BOE
Bellmawr BOE	Freedom Academy/Prep Charter School	Borough of Pennsauken
Borough of Berlin	Borough of Gibbsboro	Pine Hill BOE
Township of Berlin	Gloucester Township BOE	The Politz School
Black Horse Pike School District	Gloucester City Junior-Senior H S	Runnemede BOE

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Camden cont'd.		
Brooklawn BOE	Twp. – Gloucester Municipal Utilities Auth	Borough of Somerdale
Camden City BOE	Borough of Clementon	Borough of Stratford
City of Camden	Haddon Township BOE	Somerdale BOE
Housing Authority of the City of Camden	Haddon Heights BOE	Sterling High School District
Camden Community Charter School	Borough of Haddon Heights	Stratford BOE
Camden County	Haddonfield Public Library	Voorhees BOE
Camden County Municipal Utilities Authority	Haddonfield BOE	Waterford Township BOE
Camden County College	Institute for Excellence Charter School	Winslow Township BOE
Camden County ESC	International Academy of Camden	Woodlyne BOE
Camden County Tech. Schools	Borough of Laurel Springs	
Camden's Promise Center	Leap Academy Univ. Charter School	
Clementon BOE	Lindenwold BOE	
Cherry Hill BOE	Borough of Lindenwold	
Cherry Hill Township	Merchantville BOE	

Cape May		
Atlantic Cape Community College	Lower Cape May BOE	Borough of Stone Harbor
Avalon BOE	Lower Township Elementary School District	Upper Township BOE
Borough of Avalon	Middle Township BOE	West Cape May BOE
Cape May Technical School District	Township of Middle	Wildwood BOE
Cape May SSSD	North Wildwood BOE	Wildwood Crest BOE
City of Cape May	City of North Wildwood	Woodbine BOE
Cape May County	City of Ocean City	Borough of Woodbine
Cape May County Municipal Utilities Authority	Ocean City BOE	
Dennis Township	Stone Harbor BOE	

Cumberland		
Bridgeton BOE	Cumberland Regional School District	City of Millville
Bridgeton Public Charter School	Deerfield BOE	Millville Public Charter School
Commercial Township BOE	Downe Township BOE	Stow Creek Township BOE
Compass Academy Charter School	Fairfield Township BOE	Upper Deerfield Township BOE
County of Cumberland	Greenwich Township BOE	Vineland BOE
Cumberland Christian Academy	Hopewell Township BOE	Vineland Public Charter School
Cumberland County College	Maurice River BOE	City of Vineland
Cumberland Cty Tech Ed. Center	Millville BOE	

Essex		
Belleville BOE	Livingston BOE	City of Orange Township
Township of Belleville	Millburn BOE	Orange Township BOE
Bloomfield BOE	Township of Millburn	Paulo Freire Charter School
Borough of Essex Fells	Irvington BOE	Philip's Academy Charter
Bloomfield Township of	Livingston, Township of	Robert Treat Academy Charter School
Caldwell-West Caldwell BOE	Township of Maplewood	Roseland BOE
Cedar Grove BOE	Maria L. Varisco-Rogers Charter School	Roseville Community Charter
Township of Cedar Grove	Montclair BOE	Seton Hall Prep
East Orange BOE	Township of Montclair	People's Preparatory Charter School

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Essex cont'd.		
City of East Orange	Montclair State University	South-Orange Maplewood BOE
Essex County	New Horizons Community Charter School	The Township of South Orange Village
Essex County Vo-Tech School	Newark Educators Community Charter	Team Academy Charter
Borough of Essex Fells	Newark Housing Authority	University Heights Charter School
Essex Fells School District	Newark Legacy Charter	Township of Verona
Essex Regl Educational Svcs Com.	Newark Public Library	Verona BOE
Fairfield Township	Newark Public Schools	West Essex Regional BOE
Glen Ridge BOE	NJEDGE.net	Township of West Caldwell
Borough of Glen Ridge	North Caldwell BOE	West Caldwell Library
Gray Charter School District	Borough of North Caldwell	West Orange Township
Greater Newark Charter School	North Star Academy	West Orange BOE
Great Oaks Charter	Nutley BOE	
Link Community Charter School	Nutley Township	
Gloucester		
Clayton Public Schools	Gloucester County College	South Harrison Twp School District
Clearview Regional HSD	Greenwich Township BOE	Swedesboro-Woolwich BOE
Delsea Reg. H S District	Harrison Township BOE	Washington Township BOE
Deptford Township BOE	Kingsway Regional School District	Township of Washington
East Greenwich Township School District	Logan Township BOE	Wenonah BOE
Elk Township BOE	Pitman BOE	Westville BOE
Township of Franklin BOE	Mantua Township BOE	Woodbury City BOE
Gateway Regional High School	Monroe Township	Woodbury Heights BOE
Glassboro BOE	National Park School District	Borough of Woodbury Heights
Gloucester County Special Services/Vocational-Technical Schools	Paulsboro BOE	
Hudson		
City of Bayonne BOE	City of Hoboken	M.E.T.S. Charter School
Bayonne Housing Authority	Hoboken BOE	National Park School District
Beloved Community Charter	Hudson County	Township of North Bergen
East Newark Public School	Hudson County Community College	North Bergen BOE
Borough of East Newark	Hudson County Schools of Technology	North Hudson Regional Fire and Rescue
Empowerment Academy Charter	Hoboken Dual Language Charter School	Pitman BOE
Ethical Community Charter School	Hoboken Housing Authority	Secaucus BOE
Elysian Charter School	City of Jersey City	Town of Secaucus
Glassboro BOE	Jersey City Community Charter	Weehawken BOE
Gloucester County College	Jersey City Housing Authority	Township of Weehawkin
County of Gloucester	Jersey City Public Schools	West New York BOE
Golden Door Charter School	Jersey City Redevelopment Agency	Town of West New York
Guttenberg BOE	Kearny BOE	
Harrison Township of BOE	Learning Community Charter	
Hunterdon		
Alexandria BOE	Franklin Township BOE	Lebanon Township BOE
Township of Bethlehem	Frenchtown BOE	Milford BOE
Bethlehem Township BOE	Hampton Borough BOE	Milford Borough of

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Hunterdon cont'd.		
Bloomsbury BOE	High Bridge BOE	No. Hunterdon-Voorhees Reg. HS Dist.
Califon BOE	Borough of High Bridge	Township of Raritan
Clinton Township BOE	Township of Holland	Township of Readington
Town of Clinton-Glen Gardner BOE	Holland Township BOE	Readington Township BOE
Delaware Township School District	Hunterdon Central Regional HS	South Hunterdon Reg'l. HS BOE
Delaware Valley Regl. HS BOE	Hunterdon County ESC	Tewksbury BOE
Township of Delaware	Hunterdon County Vocational School/Polytech	Union Twp BOE
East Amwell BOE	Kingwood Township BOE	Township of Union
Township of East Amwell	Borough of Lebanon BOE	West Amwell Township SD
Flemington-Raritan SD	Township of Lebanon	
Mercer		
Area-Voc. Tech School of Mercer County	Hopewell Township	Township of Robbinsville
Cambridge School	Incarnation St. James Catholic School	Robbinsville BOE (Washington)
Children's Day School	International Academy of Trenton Charter	St. Gregory the Great Academy
East Windsor Township,	Township of Lawrence	Thomas Edison State College
East Windsor Municipal Utilities Auth	Lawrence Twp. Public School	City of Trenton
East Windsor Regional School District	Mercer County Community College	Trenton Catholic Academy
Ewing BOE	Mercer County Special Services	Trenton Public Schools
Foundation Academy	Notre Dame High School	Village Charter School
Hamilton Twp. BOE	Borough of Pennington	West Windsor-Plainsboro Reg. Dist.
Township of Hamilton	Pennington Public Library	Township of West Windsor
Hopewell Valley Reg. S D.	Princeton Charter School	
Township of Hopewell Fire District 1	Princeton New Jersey	
Middlesex		
Academy of Urban Leadership	Borough of Middlesex	City of Perth Amboy
Assumption Catholic School	Middlesex County	Piscataway BOE
Carteret BOE	Middlesex County College	Piscataway, City of
Carteret Borough	Middlesex County Improvement Authority	Township of Plainsboro
Cranbury BOE	Middlesex County Mosquito Extermination Commission	Puerto Rican Action Board
Township of Cranbury	Milltown BOE	Sayreville BOE
Dunellen BOE	Milltown Borough	Sayreville, City of
Borough of Dunellen	MCVT BOE	South Amboy BOE
East Brunswick BOE	Monroe BOE	South Amboy, City of
East Brunswick-Fire District 1	Monroe Township	South Amboy Housing Authority
East Brunswick, Township of	ESCNJ	South Brunswick BOE
Edison BOE	NJ Institute for Disabilities/Lakeview School	Borough of South Plainfield
Edison Township	New Life Christian School	South Plainfield BOE
Greater Brunswick Charter	New Brunswick BOE	South River BOE
Hatikvah Int'l Academy Charter School	New Brunswick, City of	Spotswood BOE
Borough of Helmetta	New Brunswick Housing & Redev. Auth.	Borough of Spotswood
Highland Park BOE	North Brunswick BOE	St. Ambrose School
Highland Park, Borough	North Brunswick Public Library	St. Thomas the Apostle School
Jamesburg BOE	North Brunswick Township	Timothy Christian School

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MEMBERS OF THE NJ STATE APPROVED
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Middlesex cont'd.		
Borough of Jamesburg	Noor Ullman School	Woodbridge BOE
Metuchen BOE	Old Bridge BOE	Woodbridge Township
Borough of Metuchen	Old Bridge Township	Yeshiva Shaarei Tzion
Metuchen Christian Academy	Old Bridge Public Library	YMCA Metuchen
Middlesex BOE	Perth Amboy BOE	
Monmouth		
Academy Charter School	Borough of Highlands	Ocean Township
Borough of Allenhurst	Hope Academy Charter School	Ocean Township BOE
Asbury Park BOE	Howell Township BOE	Borough of Oceanport
City of Ashbury Park	Township of Howell	Our Lady of Mount Carmel
Atlantic Highland BOE	Keansburg BOE	Red Bank Regl. HS Dist.
Avon BOE	Keyport School District	Red Bank BOE
Borough of Avon by the Sea	Borough of Keyport	Borough of Red Bank
Belmar BOE	Little Silver BOE	Red Bank Catholic High School
Borough of Belmar	Borough of Little Silver	Red Bank Charter School
Borough of Freehold BOE	Long Branch BOE	Roosevelt BOE
Bradley Beach BOE	Township of Holmdel	Borough of Rumson
Borough of Bradley Beach	City of Long Branch	Rumson-Fair Haven Regl. HS
Brielle BOE	Manalapan Englishtown BOE	Saint Mary School
Borough of Brielle	Manalapan Township	Saint Catherine's School
Brookdale Community College	Manasquan BOE	Saint John Vianney High School
Colts Neck BOE	Borough of Manasquan	Sea Girt BOE
Deal BOE	Township of Marlboro	Shore Regional HS Dist.
Borough of Deal	Marlboro Township BOE	Shore Regional BOE
Deal BOE	Matawan/Aberdeen Regional	Spring Lake BOE
Freehold Regional HSD	Borough of Matawan	Shrewsbury Borough BOE
Eatontown BOE	Township of Middletown	Borough of Shrewsbury
Borough of Eatontown	Middletown Housing Authority	Borough of Spring lake
Holmdel Township BOE	Millstone BOE	Spring Lake Heights BOE
Fair Haven BOE	Monmouth Beach BOE	Tinton Falls SD
Borough of Fair Haven	County of Monmouth	Borough of Tinton Falls
Borough of Freehold	Monmouth County Park System	Trinity Hall
Freehold Township Fire District 1	Middletown Housing Authority	Union Beach BOE
Freehold Township Schools	Monmouth County Voc. SD	Upper Freehold Regional BOE
Freehold Township	Monmouth Regional HS BOE	Wall Township BOE
Highlands Elementary	Neptune Township	Township of Wall
Township of Hazlet	Oceanport BOE	Wall Township Fire District 1
Hazlet Township BOE	Neptune Township BOE	Borough of West Long Branch
Henry Hudson Regional BOE	Neptune County BOE	West Long Branch BOE
Morris		
Boonton Township BOE	Lincoln Park BOE	Purnell School
Boonton BOE	Borough of Lincoln Park	Randolph Twp. BOE
Boonton Holmes Public Library	Long Hill Township	Township of Randolph
Town of Boonton	Long Hill Township BOE	Riverdale BOE

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Morris cont'd.		
Butler BOE	Madison BOE	Riverdale Public Library
Celebrate the Children	Madison Borough	Rockaway Township
Chathams School District	Mendham Borough BOE	Borough of Rockaway
Joint Free Public Library of the Chathams	Mendham Twp. BOE	Rockaway Twp. BOE
Chester BOE	Mount Olive Twp. BOE	Roxbury Township BOE
Township of Chester	Netcong BOE	Rockaway Borough BOE
County College of Morris	Netcong Borough	Rockaway Valley Sewage Authority
Borough of Chester	Montville BOE	Township of Roxbury
Calais School	Township of Montville	Unity Charter School
Delbarton School	Mine Hill Township BOE	Washington Township BOE
Denville BOE	Mine Hill Township	West Morris Reg. H.S. Dist.
Township of East Hanover	Morris County	Washington Township
Borough of Florham Park	Mount Olive Public Library	Wharton Borough BOE
Denville Township	Morris County Parks Commission	
Dover BOE	Morris County Voc. Technical School Dist.	
East Hanover Township BOE	Morris Hills Regional District	
ECLC of NJ	Morris Plains BOE	
Florham Park BOE	Morris School District	
Hanover Park Regional HS	Township of Morris	
Hanover Township BOE	Mount Arlington BOE	
Harding Township	Mountain Lakes BOE	
Harding Township BOE	Borough of Mountain Lakes	
Township of Hanover	Township of Mount Olive	
Jefferson Township BOE	Mt. Olive Child Care & Learning Center, Inc.	
Township of Jefferson	Township of Parsippany-Troy Hills	
St. Joseph School	Parsippany-Troy Hills Twp. BOE	
Kinnelon Borough	Pequannock Township BOE	
Kinnelon BOE	Pequannock, Township of	
Ocean		
Avalon Free Public Library	Lacey Township BOE	Plumstead Twp School Dist
Bay Head BOE	Lacey Municipal Utilities Authority	Township of Plumstead
Barnegat Township BOE	Island Heights BOE	Point Pleasant Beach BOE
Beach Haven BOE	Township of Jackson	Point Pleasant BOE
Brick Township BOE	Township of Lacey	Borough of Point Pleasant
Berkeley Twp. BOE	Lakehurst BOE	Saint Peter School
Berkeley Township	Lakewood BOE	Seaside Heights BOE
Berkeley Township Sewage Authority	Township of Lakewood	Borough of Seaside Heights
Borough of Barnegat Light	Lavallette BOE	Borough of Seaside Park
Township of Brick	Little Egg Harbor BOE	Borough of Ship Bottom
Brick Township Mun. Utilities Authority	Township of Long Beach	Southern Regional School District
Calvary Academy	Long Beach Island BOE	Stafford BOE
Central Regional BOE	Manchester Twp. BOE	Stafford Township
Fire District 1 –Township of Brick	Manchester Township	Toms River Regional Schools
Fire District 2–Township of Brick	Monsignor Donovan High School	Toms River Municipal Authority
Fire District3–Township of Brick	Ocean County Voc. Tech	Toms River Township

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MEMBERS OF THE NJ STATE APPROVED
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Ocean cont'd.		
Deal BOE	Pinelands Regional BOE	Tuckerton BOE
Eagleswood Township BOE	Ocean County College	
Jackson Township BOE	Ocean Township BOE	
Passaic		
Bloomington BOE	North Haledon Borough	Prospect Park BOE
Borough of Bloomington	Passaic Arts & Science Charter	Passaic County Community College
City of Clifton	Passaic County Head Start	Ringwood BOE
Clifton BOE	Passaic County Technical Institute	Ringwood, Borough of
Clifton Public Library	Passaic, City of	Ringwood Christian School
Haledon Public Schools	Passaic Valley Regional HS	Totowa BOE
Haledon Borough	Community Charter School of Paterson	Wanaque BOE
Hawthorne BOE	Paterson Arts & Science Charter School	Wayne Twp. BOE
Hawthorne Christian School	Paterson Charter Sch. for Sci. & Tech.	Township of Wayne
Lakeland Regional	Passaic BOE	West Milford BOE
Little Falls BOE	Passaic County	Township of West Milford
Little Falls Public Library	Paterson Public Schools	William Paterson University of NJ
Manchester Reg. HS	Pompton Lakes	Borough of Woodland Park
North Haledon BOE		Woodland Park BoE
Salem		
Alloway Township BOE	Oldmans Twp. BOE	Salem City BOE
Elsinboro BOE	Pennsville BOE	Salem City Special Services School Dist
Greenwich Township BOE	Penns Grove-Carney Point Regl	Salem Community College
Lower Alloways Creek BOE	Pittsgrove BOE	Salem County Vocational Tech Sch
Mannington BOE	Quinton Twp. BOE	Woodstown-Pilesgrove Regl BOE
Somerset		
Bedminster BOE	Franklin BOE	Raritan Valley Community College
Township of Bedminster	Franklin Township	Somerset County ESC
Bernards BOE	Franklin Township Sewage Authority	Somerset County Vo. Tech HS
Township of Bernards	Green Brook Township	Somerset Hill Reg. Dist
Bonnie Brae	Green Brook BOE	The Somerset Raritan Valley Sewerage Authority
Bound Brook BOE	Hillsborough BOE	Somerville BOE
Bound Brook City of	Immaculata High School	Township of Somerville
Branchburg BOE	Manville BOE	South Bound Brook BOE
Branchburg Township	Manville, City of	School of Saint Elizabeth
Bridgewater Raritan BOE	Montgomery BOE	Warren BOE
Township of Bridgewater	Montgomery Township	Township of Warren
Central Jersey Coll. Prep Charter Sch.	North Plainfield BOE	Watchung Borough BOE
Borough of Far Hills	Borough of Peapack Gladstone	Watchung Hills Regional HS BOE
Sussex		
Andover Regional School Dist	Greenwich BOE	Mansfield Township BOE
Andover Township	Hackettstown BOE	Oxford Township BOE
Borough of Branchville	Township of Hardystown	Housing Authority, Town of Phillipsburg
Byram Twp. BOE	Hilltop County Day School	Borough of Stanhope

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Sussex cont'd.		
Township of Byram	Hope Township BOE	Stillwater Twp. BOE
Fredon Township	Hopatcong Borough	Stillwater Township
High Point Reg. H S BOE	Hopatcong Borough Schools	County of Sussex
Borough of Franklin	Jewish Ed. Center	Sussex County ESC
Franklin Borough BOE	Kittatinny Regl HS	Sussex County Community College
Frankford Twp. BOE	Lafayette BOE	Sussex County Technical School
Township of Fredon	Sparta Township BOE	Sussex-Wantage Regional BOE
Green Township BOE	Township of Sparta	Vernon Township BOE
Township of Green	Town of Newton	Township of Vernon
Hamburg BOE	Newton BOE	Wallkill Valley Reg. HSD
Hampton Township BOE	Lenape Valley Regional H.S. District	
Hampton Township	Ogdensburg Bor. BOE	
Hardyston Township BOE	Sandyston-Walpack Consol. School District	
Franklin Township BOE	Scarc Inc.	
Frelinghuysen BOE	Stanhope BOE	
Great Meadows Reg. S D.	Lopatcong Township BOE	

Union		
Barack Obama Green Charter High School	Kean University	Scotch Plains-Fanwood BOE
Berkley Heights BOE	Borough of Kenilworth	Scotch Plains Public Library
Berkeley Heights Public Library	Jewish Ed. Center	Township of Scotch Plains
Township of Berkeley Heights	Kenilworth BOE	Township of Springfield
The Cerebral Palsy League (School)	Linden BOE	County of Union
Clark Township BOE	Linden Roselle Sewerage Authority	Springfield BOE
Township of Clark	City of Linden	Summit BOE
College Achieve Central Charter School	Borough of Mountainside	Summit Free Public Library
Cranford BOE	New Providence BOE	Union County College
Cranford, Twp. Of	Borough of New Providence	Union County ESC
Cresthaven Academy Charter School	Plainfield BOE	Union Cty Voc.-Tech Schools
Dr. Ellen J. Pressman Charter	Queen City Charter School	Township of Union BOE
Elizabeth, City of	City of Rahway	Union Township
Elizabeth BOE	Roselle Park School Dist.	Westfield BOE
Parking Authority of the City of Elizabeth	Roselle BOE	Morris-Union Jointure Commission
Hillside BOE	Roselle Park Veterans Memorial Library	Town of Westfield
The Housing Auth. of the City of Elizabeth	Rahway BOE	Winfield BOE
Fanwood Borough	Borough of Roselle	
Garwood BOE	Borough of Roselle Park	

Warren		
Allamuchy Township BOE	Hardyston Township BOE	Township of Phillipsburg
Alpha BOE	Harmony Township BOE	Pohatcong Township BOE
Belvidere BOE	Hope Township BOE	Ridge and Vailey Charter School
Blairstown BOE	Independence Township	Warren County Tech School Dist
Franklin Township BOE	Liberty Township of	Warren Hills Regional BOE
Frelinghuysen BOE	Lopatong Township BOE	Washington Township BOE
Township of Frelinghuysen	Mansfield Township BOE	Washington Borough BOE

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MEMBERS OF THE NJ STATE APPROVED
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Warren cont'd.		
Great Meadows Reg. S.D.	Township of Mansfield	Township of Washington
Greenwich BOE	North Warren Reg. H.S. D.	Warren County
Hackettstown BOE	Oxford Township BOE	Warren County College
Town of Hackettstown	Housing Authority, Town of Phillipsburg	Warren County Special Services SD
Hamburg BOE	Phillipsburg BOE	

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COOPERATIVE PRICING SYSTEM AGREEMENT

THE EDUCATIONAL
SERVICES COMMISSION OF NEW JERSEY
65MCESCCPS

AGREEMENT FOR A COOPERATIVE PRICING SYSTEM

This Agreement made and entered into this ____ day of _____, 20 ____, by and between the, EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY and the _____ who desire to participate in the EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY COOPERATIVE PRICING SYSTEM.

WITNESSETH

WHEREAS, *N.J.S.A. 40A:11-11(5)*, specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY is conducting a voluntary Cooperative Pricing System with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution' 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 promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

The goods or services to be priced cooperatively may include supplies and materials, time and material bids, energy aggregation and such other items that two or more participating contracting units in the system agree can be purchased on a cooperative basis.

1. 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.
2. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter IN JANUARY OF EACH SUCCEEDING YEAR publish a legal ad in such format as required by *N.J.A.C. 5:34-7.9(a)* in its official newspaper normally used for such purposes by it to include such information as:
 - (A) The name of Lead Agency soliciting competitive bids or informal quotations.
 - (B) The address and telephone number of Lead Agency.
 - (C) The names of the participating contracting units.
 - (D) The State Identification Code assigned to the Cooperative Pricing System.
 - (E) The expiration date of the Cooperative Pricing System.
3. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities if required, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
4. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
5. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
6. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:

(A) The quantities ordered for the Lead Agency's own needs, and

(B) The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.

7. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
8. 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 successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.
9. 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 unit. Each participating contracting unit 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.
10. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
11. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract 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 or quotations which it has itself received.
12. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
13. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
14. *It is understood that all fees for each participating contracting unit are paid to the Lead Agency by the successful bidder as follows:*
 - *Supplies, materials, goods and services at 2.2% of sales.*
 - *Natural Gas .00325 per therm*

- *Electrical Aggregation.00125 per kilowatt hour*
- *Demand Response at 7% of reimbursement*

All fees are included within the bid price and are subject to change with new awards and notice to all cooperative members will be provided.

- 15 This Agreement shall become effective on 1/31/12 subject to the review and 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 unless any party to this Agreement shall give written notice of its intention to terminate its participation.
16. *Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this Agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.*
17. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

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.

FOR THE LEAD AGENCY

BY: _____
Patrick M Moran
Business Administrator/Board Secretary

ATTEST BY: _____
Name and Title

For: _____
Participating Unit

BY: _____
Name and Title

ATTEST BY: _____
Name



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BOARD OF TRUSTEES ACTION A/F 4
Approval Date: September 13, 2016

Resolution

To renew subscription with Turnitin for web based plagiarism detection system through the New Jersey Council of County Colleges Joint Purchasing Consortium.

Submitted By

Dr. William Mullaney, Vice President, Academic Affairs
Mr. Victor Anaya, Chief Financial Officer
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Authorization to renew Turnitin plagiarism detection subscription for the period July 1, 2016 through June 30, 2017 through the NJ Council of County Colleges Joint Purchasing Consortium in the amount of \$18,294.00.

Justification

This is our plagiarism detection services to improve student writing, for originality checking, and formative feedback with or without using our Learning Management System.

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

Charge To: College Operating Funds

Account Number: 10-04-490000-607763



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BOARD OF TRUSTEES ACTION A/F 5
Approval Date: September 13, 2016

Resolution:

To authorize the purchase of iMacs, iPads, iPad cases, MacServers, Macbooks for lifecycle replacement as well as miscellaneous Apple accessories such as lightning to VGA adapters, lightning to USB cables, charging cables and chargers from Apple, Inc for an amount estimated at \$185,000.00 until June 30, 2017. Apple Inc. is a sole source provider to educational institutions. Equipment will be used to support classroom teaching and instruction to the visual arts and music departments as well as STEM and OSS.

Submitted By

Mr. William Corcoran, Vice President, Facilities Planning, Operations and Public Safety
Mr. Victor Anaya, Chief Financial Officer
Mr. Stephen Valkenburg, Executive Director, Information Technology
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Authorization to purchase iMacs, iPads, iPad cases, MacServers, Macbooks as well as miscellaneous Apple accessories such as lightning to VGA adapters, lightning to USB cables, charging cables and chargers from Apple, Inc for an amount estimated at \$185,000.00 until June 30, 2017.

Justification

Approval to purchase iMacs, iPads, iPad cases, MacServers, Macbooks for lifecycle from Apple, Inc as well as miscellaneous Apple accessories such as lightning to VGA adapters, lightning to USB cables, charging cables and chargers which are proprietary specific and can only be purchased from Apple directly. Apple devices do not consistently recognize aftermarket cords and peripherals which can have a negative impact on the devices themselves. Apple Inc. is a sole source provider to educational institutions. Equipment will be used to support classroom teaching and instruction to the visual arts and music departments as well as STEM and OSS.

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

Proprietary computer hardware is exempt from bidding in accordance with County College Contracts Law 18A:64A-25.5 (a) (19).

Charge To: College Operating Funds
Account Number: 10-01-165100-607611

Charge To: College Operating Funds
Account Number: 20-01-165100-604301

Charge To: FY 2017 Bond
Account Number: To be determined



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BOARD OF TRUSTEES ACTION A/F 6
Approval Date: September 13, 2016

Resolution

To renew annual maintenance agreement with Innovative Interfaces, Inc. for library management software and hardware used to run all library operations and the online public access catalog.

Submitted By

Dr. William Mullaney, Vice President, Academic Affairs
Mr. Victor Anaya, Chief Financial Officer
Mr. David Marks, Dean, Library Services
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Authorization to renew maintenance agreement for Millennium integrated library system for the period July 1, 2016 through June 30, 2017 with Innovative Interfaces, Inc. for an amount not to exceed \$40,000.00.

Justification

Innovative's Millennium is an integrated library system, controlling all library operations including: cataloging, circulation of library materials and control and inventory of library holdings. The Innovative online public access catalog is available 24/7 both on-campus and remotely and is used by students, faculty and staff to access books, ebooks, e-reserves, streaming audio and video, online periodicals, and physical media.

The annual maintenance agreement renewal (7/1/16-6/30/17) covers remote monitoring of problems that may occur with the system and provides rapid replacement of the Innovative server hardware housed on campus. Also covered are software, system upgrades and enhancements, and technical support to keep the library's system up-to-date and accessible 24/7.

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

Software maintenance is exempt from public bidding in accordance with County College Contracts Law 18A-64A-25.5 (a) (19).

Charge To: College Operating Funds
Account Number: 10-04-490000-607763



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BOARD OF TRUSTEES ACTION A/F 7
Approval Date: September 13, 2016

Resolution

Authorization to renew Cisco SmartNet maintenance agreement covering Cisco network infrastructure hardware and software for the period of July 1, 2016 – June 30, 2017 providing anytime access to Cisco engineers, hardware replacement options, operating system updates and proactive diagnostics on devices reducing risk and downtime to the college.

Submitted By

Mr. William Corcoran, Vice President, Facilities Planning, Operations and Public Safety
Mr. Victor Anaya, Chief Financial Officer
Mr. Stephen Valkenburg, Executive Director, Information Technology
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Authorization to purchase renewal of Cisco SmartNet maintenance from Continental Resources, Inc. in the amount of \$131,882.66 on NJ State Contract 87720.

Justification

Smartnet maintenance coverage for critical Cisco network and server infrastructure equipment including Cisco network switches, Cisco Call manager with Unity voicemail, Cisco telephones, Cisco UCS (server host hardware for virtual server environment) Cisco firewalls, Cisco Wireless network. The coverage also provides the information technology department access to technical support, software upgrades, and hardware replacement for the Cisco equipment that is central to providing a technology infrastructure to the school.

Quotations for this renewal were received from the companies listed below.

Continental Resources, Inc.	\$131,882.66
Aspire Technology Partners, LLC	\$132,141.68
Promedia Technology Service, Inc.	\$149,502.11

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

Charge to: College Operating Funds
Account: 10-01-165100-607511



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BOARD OF TRUSTEES ACTION A/F 8
Approval Date: September 13, 2016

Resolution:

Authorization to enter into a Shared Services Agreement Addendum with the Bergen County Sheriff's Department to enforce supplemental security and response services on all College Campuses.

Submitted By

Mr. William Corcoran, Vice President, Facilities Planning, Operations and Public Safety
Mr. Victor Anaya, Chief Financial Officer

Action Requested

To continue Bergen County Sheriff services on Bergen Community College campuses, cost are established as follows:

August 1, 2016 – July 31, 2017.....	\$328,145.22
August 1, 2017 – July 31, 2018.....	\$334,708.12
August 1, 2018 – July 31, 2019.....	\$341,402.28
August 1, 2019 – July 31, 2020.....	\$348,230.32
August 1, 2020 – July 31, 2021.....	\$355,194.92

In Addition, it is recognized that the BCC-Philip Ciarco Learning Center has provided academic services to all eligible inmates housed within the Bergen County Jail who wish to participate. It is agreed upon that compensation associated with this academic service (approximately \$134,000.00 in 2015) will be absorbed by Bergen Community college to help justify the slight increase of (2%) for patrol services provided by Bergen County Sherriff's Office. It further agreed upon that said services provided shall meet all the requirements set forth in the previous Shared Services Agreement executed by Bergen County Sheriff's Office and Bergen Community College.

Justification

A service paid for by the College since 2011, for the purpose of campus public safety, County Officers to be posted at locations mutually determined by the College Administration, and who shall be responsible for enforcing the traffic and parking regulations therein.

Charge To:

Account Number: 10-01-192100-607550

Account Number: 10-03-391200-601120 (Faculty)

UNIFORM SHARED SERVICES ADDENDUM TO
UNIFORM STATE MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF BERGEN, BERGEN COUNTY SHERIFF'S OFFICE
AND BERGEN COMMUNITY COLLEGE

This Addendum made effective as of this 14th day of July 2016 by and between the County of Bergen, having its principal place of business at One Bergen County Plaza, Hackensack, NJ 07601-7076 (hereinafter referred to as the "County"); the Bergen County Sheriff's Department, having its principal place of business at 10 Main Street, Hackensack, New Jersey 07601 (hereinafter referred to as "BCSO"); and Bergen Community College, having its principal place of business at 400 Paramus Road, Paramus, New Jersey 07652 (hereinafter referred to as "BCC").

WITNESSETH

WHEREAS, recent events in New Jersey and throughout the nation have highlighted the notion that, while schools are generally safe places for students and staff members, a wide range of offenses are occasionally committed on school property, during operating hours, or during school-related functions and activities; and

WHEREAS, the New Jersey Department of Law and Public Safety and the New Jersey Department of Education have issued a model agreement for use by local law enforcement and Education officials as memorialized in the Uniform Memorandum of Agreement Between Education and Law Enforcement Officials ("MOA") in response to the concerns outlined above; and

WHEREAS, the 1999 revisions of the MOA (the most-recent version) were drafted in keeping with N.J.A.C. 6:29-10.1, and as such is referred to within the MOA; and

WHEREAS, N.J.S.A. 40:8A-1 was repealed April 2007 and replaced with the Uniform Shared Services Act ("USSA"), N.J.S.A. 40A:65-1. The USSA was passed in an effort to encourage and ease the sharing of services by creating alternative methods for formation of commissions dedicated to analyzing the practicability of sharing services between local units. In pertinent part, the USSA encompasses the former statute, extending the power of local units over the consolidation process not restraining it, and;

WHEREAS, shared services agreements may be approved by resolution between qualified units of government; and

WHEREAS, BCC, located at 400 Paramus Road Paramus, New Jersey 07652, desires to enforce the MOA as it relates to the safety of the BCC campus; and

WHEREAS, in addition to the MOA itself, BCC seeks to enter into this Uniform Shared

Services Agreement Addendum (“Addendum”) with BCSO to enforce said MOA and provide whatever supplemental security and response are required on the campus of BCC; and

WHEREAS, the MOA and this Addendum outline the responsibilities of the parties, namely outlining shifts, costs, number of officers, response protocols, and complaint procedures among others where it conflicts with the MOA or is silent in the MOA; and

WHEREAS, this Addendum shall incorporate as though set forth at length herein the terms and provision of the MOA as proffered by the State of New Jersey and agreed to by BCC President, Dr. B. Kaye Walter; the Bergen County Sheriff, Michael Saudino; the President of the BCC Board of Trustees: Bergen County Executive James J. Tedesco III; and the Bergen County Prosecutor, Gurbir Grewal.

NOW THEREFORE, the County, BCC and BCSO, in consideration of the terms, covenants, and conditions hereinafter set forth, agree as follows:

1. BCSO and the BCC wish to enforce the MOA by outlining safety and apprehension procedures on the campus of BCC.
2. The parties agree to the terms of this Addendum to the MOA, and further agree that the terms of this Addendum shall control in the event of any conflict between the Addendum and the MOA.
3. BCSO agrees to provide officers from BCSO for the purpose of campus public safety on the BCC campus to be posted at locations mutually determined by the BCC Administration and the BCSO to consist of four (4) officers and one (1) Supervisor per day for 2016-2017 school year, the four (4) subsequent school years, at agreed upon work schedule of all parties. The work schedule shall be primarily Monday through Friday to include both day and evening shifts with the exception of circumstances noted in Paragraphs 4 and 5 below.
4. A smaller police presence such as during school closings will be mutually agreed upon by the BCC Administration and the Bergen County Sheriff, with any modifications to be approved in writing.
5. High security issues may conversely mandate a larger number of officers and police presence on weekends to be determined by mutual agreement of the BCC Administration and Bergen County Sheriff, with any modifications to be approved in writing.
6. The County, through BCSO, agrees to enforce Ordinance 01-21, which established parking regulations for County-owned, leased and/or maintained property as it relates to the BCC campus and that the BCSO shall be responsible for enforcing the traffic and parking regulations therein and the parties agree that the effectiveness of said Ordinance is contingent on signs being erected and maintained by the BCC as required by law.
7. Once each year during the term of this Addendum the BCSO shall conduct a security audit to access vulnerabilities and/or make recommendations for enhanced security or other measures to address any security issues in order to

maintain a safe environment at the College.

8. The County shall be solely responsible for the salaries of its officers and shall maintain complete and accurate records of the assignments of BCSO officers to the BCC campus detail.
9. Payment Terms: BCC will promptly process reimbursement to the County upon receipt of an invoice detailing the services provided on a quarterly basis and each subsequent year on a fiscal quarterly basis. All outstanding obligations must be received by the County no later than ninety (90) days from the billing date. The costs include a 2% increase for each year of the contract. The cost are established as follows:

August 1, 2016 - July 31, 2017 Cost to College.....\$328,145.22

August 1, 2017 – July 31, 2018 Cost to College.....\$334,708.12

August 1, 2018 – July 31, 2019 Cost to College.....\$341,402.28

August 1, 2019 – July 31, 2020 Cost to College.....\$348,230.32

August 1, 2020 – July 31, 2021 Cost to College.....\$355,194.92

10. In addition, it is recognized that the BCC – Philip Ciarco Learning Center has provided academic services to all eligible inmates housed within the Bergen County Jail who wish to participate. It is agreed upon that compensation associated with this academic service (approximately \$134,000.00 in 2015) will be absorbed by BCC to help justify the slight increase of (2%) for patrol services provided by BCSO. It further agreed upon that said services provided shall meet all the requirements set forth in the previous Shared Services Agreement executed by BCSO and BCC.
11. The Addendum may be terminated by either party upon sixty (60) days advance written notice or by mutual written agreement except in the event that either party substantially fails to perform in accordance with its terms. In that case, the Addendum can be terminated by the aggrieved party upon seven (7) days written notice served upon the other party.
12. This Addendum, along with the MOA incorporated herein, shall not be assigned without the prior written approval of both parties as approved by County Freeholder Board Resolution and BCC Board Resolution.
13. This Addendum, along with the MOA, shall be binding upon the successors, heirs, executors, administrators and assigns of the respective parties hereto.
14. This Addendum may be modified only by concurrence and public action of the governing bodies of both parties through passage of resolutions. The MOA may not be modified except by New Jersey Department of Education in conjunction with the Department of Law and Public Safety

15. The term of this Addendum shall be for a period of five (5) from August 1, 2016 through July 31, 2021.

IN WITNESS WHEREOF, the County, BCC and BCSO have caused this Agreement to be duly authorized and properly executed as of the day and year first written above.

ATTEST:
COLLEGE

BERGEN COMMUNITY

By: _____

Dr. B.Kaye Walter, President

ATTEST:
SHERIFF'S OFFICE

BERGEN COUNTY

By: _____

Michael Saudino, Sheriff

ATTEST:

COUNTY OF BERGEN

By: _____

Julien X. Neals, Esq., Acting County
Administrator

James J. Tedesco III,
County Executive



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BOARD OF TRUSTEES ACTION A/F 9
Approval Date: September 13, 2016

Resolution:

Approval of travel expenses for CampusWorks, Inc., for June 2016 totaling \$9,366.80.

Submitted By

Mr. William Corcoran, Vice President, Facilities Planning, Operations and Public Safety
Mr. Victor Anaya, Chief Financial Officer
Mr. Stephen Valkenburg, Executive Director, Information Technology
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested

Approval of travel expenses for June 2016 in the amount of \$9,366.85 for CampusWorks, Inc. personnel.

Justification

Expenses for lodging, meals, automobile rentals, mileage, parking, train fare, airfare and taxi fare for CampusWorks, Inc. personnel as per the contract approved by the Board of Trustees Action AF18, dated September 10, 2013.

Charge To: College Operating Funds

Account Number: 10-01-165100-607779



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BOARD OF TRUSTEES ACTION A/F 10
Approval Date: September 13, 2016

Resolution

To authorize the purchase of student and faculty support resources from ATI Nursing Education to increase student retention and student outcomes on the National Council Licensure Examination – Registered Nurse (NCLEX-RN).

Submitted By

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

Action Requested

Authorization to spend an estimated amount of \$55,000 during the fiscal year 2016-2017 for the ATI Nursing Education Resource Program.

Justification

The Evolve Reach Program with Elsevier (HESI) that is currently used by the Nursing department is not meeting the needs of the nursing students and faculties and a replacement needed to be found for the coming year. The Nursing leadership and faculties have investigated available resources to increase student retention and student outcomes on the credentialing exam (NCLEX). The Assessment Technologies Institute (ATI) program provides more student and faculty resources that focus on student success and retention at the same cost.

ATI will provide testing strategies, additional student resources, some developmental learning (remediation), evaluation support and faculty support. As a result, we expect an increase in student retention and that nursing student to be better prepared for the exit examination and the National Council Licensure Examination-Registered Nurse (NCLEX-RN) after graduation.

See list below for products to be included. ATI products are only available through ATI.

The college has a need to procure these products through a non-fair and open process in accordance with the provisions of N.J.S.A. 19:44A-20.4. ATI Nursing Education has completed and submitted a Political Contribution Disclosure Form and a Stockholder Disclosure Form in accordance with N.J.S.A. 19:44A-20.26 and a Business Entity Disclosure Certification in accordance with N.J.S.A. 19:44A-20.8, certifying that it has not made any reportable contributions to a political or candidate committee in the County of Bergen in the prior year, and that the contract will prohibit it from making any reportable contributions through the term of the contract. The Political Contribution disclosure, the Stockholder Disclosure Certification and Business Entity Disclosure will be maintained on file at the college.

This procurement is exempt from bidding in accordance with County College Contracts Law 18A:64A-25.5 (a) (3) (sole source).

Charge To: College Operating Funds

Account Number: 10-03-352000-607620

Student Products Basic Essentials

ATI Plan 2.0 - Getting Started with ATI
NurseLogic
Learning System
Fundamentals of Nursing
Adult Medical-Surgical
Nursing Care of Children
Maternal-Newborn
Mental Health
Community Health
Pharmacology
Leadership
Nutrition for Nursing
Comprehensive Predictor
Custom Assessment Builder
Focused Review
Self Assessment Inventory
Critical Thinking Assessment (Entrance)
Critical Thinking Assessment (Exit)
Skills Modules
Dosage Calculation RN Proctored Assessments Package
Dosage Calculation/Pharmacology Made Easy Package
Faculty Support
Developmental Learning (Remediation)
Evaluation Support
Access to Nursing Educator to assist with exam development.



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BOARD OF TRUSTEES ACTION E/SA 1
Approval Date: September 13, 2016

Resolution

Commencement Ceremony Venue 2017: Authorization to Execute Lease Agreement with New Meadowlands Stadium Company, LLC.

Submitted By

Dr. Naydeen Gonzalez-De Jesus, Vice President of Student Affairs
Dr. Ralph Choonoo, Executive Assistant to the Vice President of Student Affairs
Ms. Rachel Lerner Colucci, Dean of Student Life & Conduct
Ms. Denise Liguori, Dean of Student Affairs, Ciarco Learning Center

Action Requested

To authorize the MetLife Stadium Facility Rental Contract for the 2017 Commencement Ceremony to be held on May 18, 2017 at an estimated cost of \$104,515.00 from New Meadowlands Stadium Company, LLC, and for the venue to provide Stadium field and concourse, canopy structure, stage rental, chair rental, stadium maintenance and operations, tent permits, cleaning, audio/visual and media services, security, State Police, Medical personnel, parking facilities and staff, guest services, and staff meals.

Justification

MetLife Stadium provides a local [in-County] venue that comfortably accommodates Commencement activities on our selected date.

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. New Meadowlands Stadium Company, LLC. 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 or candidate committee in the County of Bergen in the prior year, and that the contract will prohibit it from making any reportable contributions through the term of the contract. The Political Contribution Disclosure, the Stockholder Disclosure Certification and Business Entity Disclosure will be maintained on file at the College.

This procurement is exempt from bidding in accordance with County College Contracts Law 18A:64A-25.5 (a) (16). (Entertainment, audiovisual productions)

Charge To: Student Activities Fund

Account Number: 60-09-938000-607678 (Commencement)



Victor Anaya
Bergen Community College
400 Paramus Road Paramus, NJ 07652

Dear Victor,

Thank you for choosing MetLife Stadium for your special event, we are thrilled to be able to work with you! The Bergen Community College Commencement will take place at METLIFE STADIUM on THURSDAY, MAY 18, 2017. Attached you will find:

- **MetLife Stadium Facility Rental Contract.** For any questions please contact: Trish McLeod at 201-559-1544

MLS FEES PAYMENT SCHEDULE

Total Estimated Charges: **\$104,515.00**
(See contract addendum for breakdown)

Due Upon Execution of this Contract:

Certificate of Insurance (see contract section 8 for terms)	SEND WITH SIGNED CONTRACT
Rental Fee:	\$30,000.00
Expenses:	\$74,515.00
Security Deposit:	\$1,000.00
Total Due now:	<u>\$26,878.75</u>
Total Due by April 18, 2017:	<u>\$52,257.50</u>
Total Due by May 1, 2017:	<u>\$25,378.75</u>

Please make facility checks payable to:
New Meadowlands Stadium Company, LLC.
Attn: Trish McLeod
One MetLife Stadium Drive
East Rutherford, NJ, 07073

*** In the case that the total amount is not paid, MetLife Stadium cannot guarantee the use of our facility. Please also note that any additional charges incurred before or during your event, will be billed to you via invoice, after the event.*

Thank you and we look forward to seeing you on May 18th!

MetLife Stadium
One MetLife Stadium Drive
East Rutherford, NJ 07073



FACILITY RENTAL CONTRACT

This Facility Rental Contract ("License Agreement") made and entered into on this TWENTISIXTH day of JULY, 2016 ("Effective Date") by and between THE NEW MEADOWLANDS STADIUM COMPANY, LLC having its principal business in the Borough of East Rutherford, County of Bergen, State of New Jersey ("Licensor") and

BERGEN COMMUNITY COLLEGE

with a location at 400 PARAMUS ROAD, PARAMUS, NJ 07652
(the "Licensee")

WHEREAS, Licensor is responsible for the operation of the MetLife Stadium and parking areas adjacent thereto (collectively, the "Stadium"); and

WHEREAS, the Licensee desires to obtain a license to use and occupy the stadium field, stands, meeting room(s) (as mutually agreed to by the parties,) and parking areas ("Event Space") for the purpose of holding, producing, or exhibiting the Event described herein:

NOW THEREFORE, this instrument witnesseth that, for and in consideration of the covenants and agreements set forth herein, Licensor has granted the Licensee a license to use and occupy the Event Space for the purpose, to the extent, at the times, for the fees and charges, and upon the other terms and conditions hereinafter set forth.

1. Event Description ("Event"): **Bergen Community College will host their 2017 commencement ceremony in the Event Space; final seating configuration - graduating students, University dignitaries and guests will be mutually agreed by both parties.**
2. Event Date: (include setup and break down period, if applicable): **THURSDAY, May 18, 2017**
7am – Staff arrival
8am – Gates
10am – Commencement begins
1pm – Event concludes
2pm – Staff departs
3. Fee:
 - a. Licensee shall pay to Licensor a license fee of \$104,515.00 ("License Fee") The License Fee shall be paid as follows: A Security Deposit of \$ 1,000.00 along with 25% of the total estimated charges, is due upon the signing of this agreement. Licensee will be invoiced for the remaining balance which will be due as follows: (i) 50% 30 days prior to the Event; and (ii) 25% 15 days prior to the event. In the case that the total amount is not paid, Licensor cannot guarantee the use of the Event Space.

intoxicated. Neither Licensor nor any of its agents shall be permitted to sell or otherwise dispense alcoholic beverages at the Event.

6. Licensor or "Licensor Affiliates" (defined therein) shall have no responsibility whatsoever for any damage to Licensee's, Event Caterer's or "Licensee's Affiliates" (defined herein) property which is placed at the Stadium except when such damage is caused by the intentional acts of Licensor, its employees and/or agents.
 - a. Licensee shall also be responsible for any damage caused to Licensor's Utility Systems, as determined in Licensor's reasonable discretion, from equipment or other materials Licensee requests to have attached, affixed, or connected to Licensor's Utility Systems. Utility Systems shall include any water, sewage (including but not limited to all permit fees and tap fees), gas, plumbing and general lighting, electrical service, sprinkler and fire safety, telephone and telecommunication and security facilities (including telephone and telecommunications equipment), piping (including storm and waste drains and all lines, drops and heads for sprinklers), ductwork, conduit, wiring (including all electrical panel boards and transformers), outlets and connections and mechanicals (as applicable); heating, ventilating, and air conditioning equipment, ductwork, fans and electrical components; all applicable elevators and escalators; and all chases and drains, and electrical lines related thereto.
7. Unless Licensor otherwise specifically permits Licensee in writing, neither Licensee nor Licensee's guests shall enter or throw any object upon the Stadium field except that guests shall not be prohibited from throwing graduation caps or inflatable objects. In the event of a violation of this Paragraph, Licensee shall be responsible for an administrative processing charge of seventy-five dollars (\$75.00) per person, per violation, and any costs for inspection and repair of the Stadium field.
8. The Licensee shall obtain at its own cost and expense, Commercial General Liability insurance in the name of the Licensee which insures the operations of the Licensee contemplated under this agreement and also the contractual assumption of liability reflected therein. Such Commercial General Liability insurance shall be written on an Occurrence Form with a limit of at least \$1,000,000 combined for Bodily Injury and/or Property Damage Liability written by an insurance company licensed to operate in New Jersey. Coverage shall include Contractual Liability; Broad Form Property Damage Liability; Products and Completed Operations, Personal/Advertisers Injury; Liquor Liability (where applicable); and coverage for the operation of Independent Contractors. The policy shall not contain any exclusion with respect to injury to participants (Participants Liability where applicable). The Licensee shall also provide Worker's Compensation coverage for any of its employees as required by the Worker's Compensation and Occupational Disease Laws of the State of New Jersey. Licensee shall also provide Commercial Auto Liability with a limit of not less than \$1,000,000 covering all owned, hired and non-owned vehicles (where applicable), excepting vehicles owned by Licensee's guests. With the exception of Workers Compensation, all policies shall name the Licensor and "Licensor Affiliates" as additional insureds. All insurance carried by the Licensee

will be primary, without contribution from coverage carried by Licensor or "Licensor Affiliates", covering claims associated with the negligent acts of the Licensee or "Licensee's Affiliates". Licensee shall submit to Licensor satisfactory evidence of such insurance at the time this License Agreement is executed.

9. Licensee shall indemnify, defend (with counsel reasonably acceptable to Licensor), and hold harmless Licensor and Licensor's Event Caterer, New Jersey Sports and Exposition Authority, Metropolitan Life Insurance Company and each of their respective direct or indirect, partners, members, affiliates, principals, directors, officers, stockholders, employees, contractors, licensees, invitees, servants, representatives and agents (Licensor Affiliates) from and against any and all losses, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and disbursements as they are incurred), for any bodily injury (including death) or property damage caused by, arising out of, or happening in connection with, any act, failure to act, error or omission, negligence, breach of duty, willful misconduct or other fault, including the use of any equipment on the part of Licensee, employees, agents, or any party under contract or Licensee's control (Licensee Affiliates). In the case of damage to the Event Space and/or other areas of the Stadium arising out of the negligent acts or omissions of Licensee or "Licensee Affiliates" in connection with their use of the Event Space, Licensee's indemnification obligations under this Paragraph 9 shall include (but not be limited to) any indirect, consequential, or special damages (including lost profits or lost opportunities) incurred by Licensor. The protections provided by this Paragraph 9 shall survive the expiration of the term of this Agreement or earlier termination of this Agreement.
10. Nothing contained herein shall be construed as to constitute Licensor and Licensee as joint venturers or partners or to make Licensor responsible for any debt of Licensee.
11. Any actions brought in regard to this License Agreement must be filed in the State of New Jersey. This License Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely in New Jersey.
12. A failure of either party to perform any covenant, duty or obligation set forth in the License Agreement or any addendum hereto, shall be cause for the other party to terminate the License Agreement upon written notice to Licensee.
13. Cancellation
 - a. If Licensee cancels the Event, Licensee shall be responsible to pay Licensor for all costs incurred by Licensor for the production and preparation of the Event pursuant to the following schedule:
 - i. In the event a written cancellation notice is received more than ninety (90) days prior to the Event Date, Licensee shall pay a cancellation fee equal to 25% of the Rental Fee plus of the any Addendum A expenses incurred by Licensor;
 - ii. In the event a written cancellation notice is received fewer than ninety (90) days, but more than sixty (60) days prior to the Event Date, Licensee shall pay a

- cancellation fee equal to 50% of the Rental Fee plus of the any Addendum A expenses incurred by Licensor;
- iii. In the event a written cancellation notice is received fewer than sixty (60) days, but more than seven (7) days prior to the Event Date, Licensee shall pay a cancellation fee equal to 75% of the Rental Fee plus of the any Addendum A expenses incurred by Licensor;
 - iv. In the event a written cancellation notice is received fewer than seven (7) days prior to the Event Date, Licensee shall pay a cancellation fee equal to 100% of the Rental Fee plus of the any Addendum A expenses incurred by Licensor
14. Licensee shall not be entitled to sell or otherwise grant sponsorship or advertising rights to the Event or place any sponsorship or advertising messaging anywhere in the Stadium without Licensor's prior written approval, which shall be granted or denied in Licensor's sole and absolute discretion.
 15. Licensee shall not cover or obstruct any signage at the Stadium, except as approved by Licensor in its sole discretion.
 16. The Stadium is a recognized union facility. At no time shall Licensee allow non-union working trades to work on site without first consulting with Licensor. Licensee shall ensure compliance with all necessary union requirements (if applicable) in connection with the working trades and services supplied by Licensee. Licensor shall promptly inform Licensee in writing of any necessary union requirements and the terms of any trade union agreement, written or oral, affecting such personnel.
 17. Licensee may not assign this License Agreement or any of Licensee's rights hereunder without the prior written consent of Licensor.
 18. Licensee shall comply with all applicable federal, state and local statutes, codes, rules and regulations, and Licensee shall obtain all permits and licenses required for the performance of the Event.
 19. This Agreement shall be binding upon the parties hereto, and their respective heirs, administrators, executors, and permitted successors and assigns.
 20. Licensee acknowledges that the name "MetLife Stadium" (the "Name") has been exclusively licensed by Metropolitan Life Insurance Company to Licensor and is the sole and exclusive property of Metropolitan Life Insurance Company. Further, Licensee agrees to refer to the Stadium as "MetLife Stadium", and by no other name, in all programs, advertisements (whether in print or broadcast) and any other materials related to the Event. Licensee shall not use the Name in conjunction with any trademark, service mark, trade name or other intellectual property other than as provided by Licensor without the prior written consent of Licensor, which consent may be withheld as determined in its sole discretion. All materials containing the Name shall be submitted to Licensor for its approval prior to public distribution, except for marketing materials

which solely identify the location of the Event. When making any use of the Name, Licensee shall cause to appear such markings and notices as may be reasonably necessary in order to give appropriate notice of any trademark, service mark, trade name, copyright or other rights therein or pertaining thereto. Licensee may not sell any item containing the Name without the express written consent of Licensor.

This License Agreement together with Addendum A sets forth the entire understanding by Licensor and Licensee and no amendments or modifications shall be made to the License Agreement except in writing and signed by both Licensor and Licensee. Once the License Agreement is signed, the Event Date will only be held upon receipt of Deposit.

Witness the due execution hereof on the day and year first above written.

NEW MEADOWLANDS STADIUM COMPANY, LLC

BY: _____
Trish McLeod, Assistant Director of Special Events

BERGEN COMMUNITY COLLEGE

BY: _____
Victor Anaya, Executive Director of Finance

ADDENDUM A

- I. **DATES AND TIMES OF EVENT:** THURSDAY, MAY 18th, 2017 10am – 2pm
II. **LOCATION OF EVENT:** STADIUM FIELD AND CONCOURSE 100 STANDS (SOUTH SIDE)

III. FACILITY RENTAL FEE:	\$30,000.00
Plus expenses, Including:	
• Canopy Structure:	\$12,500.00
• Stage Rental:	\$5,500.00
• Chair Rental for Graduates:	\$1,750.00
• Stadium Maintenance and Operations:	\$18,540.00
• Stagehands	\$5,000.00
• Tent Permits:	\$75.00
• Cleaning:	\$3,600.00
• Media Services:	\$7,000.00
• Security:	\$6,700.00
• State Police:	\$1,500.00
• Medical Personnel:	\$1,550.00
• Parking Staff:	\$5,500.00
• Guest Services:	\$3,300.00
• Staff Meals:	\$1,000.00
• Security Deposit	\$1,000.00
TOTAL ESTIMATED LICENSE FEE:	\$104,515.00

IV. **CATERING:**

Catering is done by our caterer Delaware North Sportservice. A separate invoice will be generated by them. Please contact Barbara Mastando at (201) 559-1642 with any questions.

V. **INSURANCE:**

Certificate of Insurance in the amount of \$1,000,000 is required. See paragraph 8 of the Facility Occupancy License. If you do not carry the required coverage, you can obtain coverage through New Meadowlands Stadium Company's provider. Please contact us for further details.

VI. **SECURITY DEPOSIT: \$ 1,000**

Licensee will be responsible for any damage to the facility caused by Licensee, its employees, agents, sub-contractors, guests or invitees. Full security deposit will not be returned if damaged exceed the value. If security deposit does not cover the value of the damages an invoice will be sent to the Licensee and the Licensee will have 30 days for payment. You shall promptly reimburse us for all repair costs incurred. Security deposit will be returned within 60 days of Event end date. The deposit will not bear interest.

VII. Audio/Visual

Licensee will show the live feed of commencement ceremony on the stadium's video boards inside the seating bowl. Licensee must provide Licensor with all creative content no later than 72 business hours in advance of the event. Licensor shall also provide one (1) digital copy of the live feed. Additional copies can be provided at \$25 per copy. Licensee shall be deemed the sole owner of such video and shall be permitted use such video, in whole or in part, as it deems fit. If you require additional services please contact your stadium representative.

(NEW MEADOWLANDS STADIUM COMPANY, LLC.)

Date

(BERGEN COMMUNITY COLLEGE)

Date



Around the Corner, Ahead of the Curve

400 Paramus Road, Paramus, New Jersey 07652
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BOARD OF TRUSTEES ACTION E/SA 2
Approval Date: September 13, 2016

Resolution

Authorize acceptance of Work First New Jersey Adult Basic Education Services contract in the amount of \$102,000 from the Bergen County Workforce Development Board.

Submitted By

Dr. William Mullaney, Vice President for Academic Service
Dr. Yun K. Kim, Vice President of Institutional Effectiveness
Ms. Sandra Sroka, Dean of the Philip J. Ciarco, Jr. Learning Center
Dr. William J. Yakowicz, Director of Grants Administration

Justification

This long standing project at the Ciarco Learning Center will continue to provide Adult Basic Education Services (Basic Skills/ESL/GED) for Work First New Jersey clients. The overall goal of the program is to help close welfare cases by assisting participants to improve their literacy education levels. This program is designed to serve clients who are receiving benefits under the Work First New Jersey Programs: Temporary Assistance to Needy Families (TANF), General Assistance (GA) and Food Stamps (FS) recipients.

No additional college funds are required.

Program Abstract and budget are forthcoming.



Around the Corner, Ahead of the Curve

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BOARD OF TRUSTEES ACTION E/SA 3
Approval Date: September 13, 2016

Resolution

Authorize submission of the Becas Grant from the Mexican Government through the Institute for Mexicans Abroad (IME) to support the educational pursuit of Mexicans living in the United States in the amount of \$100,000, and to authorize President B. Kaye Walter, or her designee, to execute required documents.

Submitted By

Dr. Naydeen Gonzalez-De Jesus, Vice President of Student Affairs
Dr. William Mullaney, Vice President of Academic Affairs
Dr. Yun K. Kim, Vice President of Institutional Effectiveness
Ms. Sandra Sroka, Dean of the Philip J. Ciarco, Jr. Learning Center
Dr. William J. Yakowicz, Director of Grants Administration

Justification

Since 2005 the Mexican Government, through the Institute for Mexicans Abroad (IME), annually allocates financial resources in order to increase the educational level of Mexicans living in the United States. Through the IME-Becas Program, Higher Education Institutions (Universities and Community Colleges) and Nonprofit Organizations that offer Adult Education programs (elementary and middle education in Spanish, High School Equivalency preparation courses -GED / TASC-, ESL, and computer classes) are eligible to apply for financial support for educational projects in benefit of the Mexican population in the tri state area. The Becas Grant was awarded to the College in FY16 in the amount of \$70,000 and was successfully implemented; the FY17 request has been increased to \$100,000.

No college funds are required.

The abstract and preliminary budget are forthcoming.



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BOARD OF TRUSTEES ACTION E/SA 4
Approval Date: September 13, 2016

Resolution

Authorization for Professional Transition Services for the Turning Point Program.

Resolution of the Board of Trustees of Bergen Community College, (the "College") authorizing the execution of an agreement with Bergen County Special Services, (BC SS) in connection with work and/or transition services to be performed for the Turning Point Program. BCCS has consistently provided services to the students enrolled in the Turning Point Program since 2012. This will be the second year the cost for these services is being paid using tuition monies raised specifically for this Program.

Submitted By

Dr. Naydeen Gonzalez-DeJesus, Vice President, Student Affairs
Ms. Tracy Rand, Managing Director, Office of Specialized Services, Student Affairs.

Action Requested

Authorize compensation to Bergen County Special Services Educational Enterprises Department totaling \$37,087.00 to provide professional transition counseling and job coaching support to 15 students enrolled in the Turning Point Program for the period September 12, 2016 through May 31, 2017. Scope of Work and Budget are attached.

Justification

To provide transitional services to students with intellectual disabilities attending the Turning Point Program who would otherwise have limited access to postsecondary education and employment. With the College, BC SS will focus on transitioning individuals from post-secondary education into the community and employment with job development, vocational/job coaching and personal skills components as part of a program that will be customized around the needs of each individual student to maximize success. The services provided to the Program are needed to continue the goals and objectives outlined in the original TPSID grant received by the college in 2010 with the cost of services now being paid through tuition generated by the Turning Point Program. This agreement between the BC SS and the College is authorized pursuant to the County College Contracts Law; specifically N.J.S.A. 18A:64A-25.5(b).

Approval by the Board of Trustees of an agreement between the College and the BC SS; this agreement will authorize the scope of services and budget for the work and/or services to be performed by the BC SS in connection with the Turning Point Program.

Charge To:

Account Number: 70-00-7050000-6011161

Turning Point Program Budget /2016-2017

Breakdown of anticipated yearly expenses not covered by TPSID 2 grant

- *Personnel F/T*: \$ 97,000.00
 - \$ 38,203.00 (plus \$ 11,400.00 for benefits)
 - \$ 37,000.00 (plus \$11,000.00 for benefits)
- *Instructors (P/T)* : \$ 25,000.00 (2 instructors@ 25hr/32weeks)
- *P/T Staff*: \$12,350.00 (based on 1 staff person @ \$13hr/19hrs week/50 weeks)
- *Mentors*: \$ 30,000.00 (approximately 20 mentors @ \$9.00hr/ 5-6 hrs. per week/ 30 weeks)
- *Office Supplies*: \$ 2,000.00
- *Job Coaching/vocational costs*: \$37,087.00 (15 students /335 hours direct service.)
- *Travel*: \$ 1,000.00 (mileage costs/ \$100.00 month/10 months)
- *Other costs (printing/food)*: \$ 3,500.00 (\$750.00/3 Open House events per year. \$750.00/ New Student Orientation/Mentor Training/ 1 per year, \$2,000 program brochures/printed materials)

\$ 207,937.00: Total Program Expenses not covered by TPSID 2 grant

\$ 186,000.00: Anticipated Tuition Revenue (*31 enrolled students @ \$ 6,000 per student for 2016/2017 yr.*)

**Funds available to offset Turning Point budget costs associated with program operation for the upcoming year.

- \$ 77,000.00 (Turning Point Program Assistance Fund held by Foundation)

er



BERGEN COUNTY TECHNICAL SCHOOLS / SPECIAL SERVICES

Educational Enterprises

6 Forest Avenue, 1st Floor, Paramus, NJ 07652 • Tel. (201) 343-6000 ext. 6530 / 6501 • Fax (201) 291-0492 • www.bergen.org/EE

Grisel Espinosa
Supervisor

**PROPOSAL –BERGEN COMMUNITY COLLEGE
September 12, 2016 – May 31, 2017**

Contract for Transition Services provided by Bergen County Special Services, Educational Enterprises Department, to include:

Semester 1 (Fall 2016) and Semester 2 (Spring 2017):

Semester 1 (14 weeks September through December)

Semester 2 (17 weeks January through May)

Job Coaching – Direct student support for 15 students averaging .75 hours per week

Total number of job coaching hours- 335 hours \$26,800.00

Orientation to work for students held on campus \$ 320.00
(One class)

Initial student meeting- .5 hr/student \$ 600.00

Report writing, emails, communication -. \$ 5,400.00
.5 hr/student/month

Job Development \$ 2,587.50

Consultation and Coordination by Transition Coordinator \$ 1,380.00

TOTAL AMOUNT OF CONTRACT \$37,087.50

**This amount to be paid monthly based on nine months
(September 12, 2016 through May 31, 2017)**

- Total per month \$ 4,120.83



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BOARD OF TRUSTEES ACTION E/SA 5
Approval Date: September 13, 2016

Resolution

Authorize submission of a grant proposal to the National Science Foundation's Advanced Technological Education program to support the education of technicians in the high-technology field of enterprise computing in the amount of \$900,000, and to authorize President B. Kaye Walter, or her designee, to execute required documents.

Submitted By

Dr. William P. Mullaney, Vice President of Academic Affairs
Dr. Yun Kim, Vice President of Institutional Effectiveness
Dr. PJ Ricatto, Dean of the Division of Mathematics, Science and Technology
Ms. Emily Vandalovsky, Chair of the Department of Computer Science, Information & Engineering Technologies
Dr. William J. Yakowicz, Director, Grants Administration

Justification

Despite new trends and innovations in computing technology, enterprise computing is recognized as the backbone hardware and software critical to the infrastructure of today's businesses in both the private and public sectors. Over the next ten years, approximately 60% of the existing workforce in this field is expected to retire, leading to high workforce demands. The absence of enterprise computing programs in New Jersey community colleges, combined with the regional industry needs, speaks to the necessity of developing such a program.

The Enterprise Computing program at BCC will provide students with strong marketable skills and a well-defined career pathway from high school through Bergen Community College into a four-year institution and to employment at local companies in the public and private sectors. Partnerships with educational institutions and industry partners are a key element of this program.

No college funds are required.

The abstract is attached, the preliminary budget is forthcoming.

NSF Advanced Technological Education - Enterprise Computing

Principle Investigator: Prof. Emily Vandalovsky

Collaborators: Prof. Bill Madden, Prof. Minas Kousoulis, Prof. David Wang, Prof. Gary Correa, Prof. Anita Verno, Prof. Danuta Kuc, Prof. George Chudyk, Prof. Alan Eliscu

In May 2016, the faculty members of Bergen Community College's (BCC) Computer Science and Information Technology Department were approached by representatives from IBM, UPS, ADP, Vicom Infinity, and AIG - the industry-wide demand for employees with enterprise computing skills, specifically, IBM z-systems technology, is imminent. Bergen Community College is perfectly positioned to serve multiple industries and clusters in the NY/NJ/CT tri-state area, including, but not limited to, the following industries: financial, transportation, logistics, pharmaceuticals, and government. Our location also provides easy access to IBM headquarters for support when needed.

The Enterprise Computing program at BCC will provide students with strong marketable skills and a well-defined career pathway from high school through Bergen Community College into a four-year institution and to employment at local companies in the public and private sectors. Partnerships with educational institutions and industry partners are a key element of this program.

Goals:

1. To fulfill workforce demands for employees with enterprise computing knowledge.
2. To provide the skillsets necessary for obtaining industry internships and co-ops while encouraging higher level education at a 4-year institution
3. To diversify the student population in the Computer Science and Information Technology fields by attracting under-represented student communities, including, but not limited to, female students as well as students from various socio-economic backgrounds
4. To build relationships with Computer Science / Information Technology departments in local High Schools to enable career-oriented education at K-12 level and establish a pathway to Bergen Community College
5. To build relationships with 4-year institutions and develop Articulation Agreements to provide for a continued pathway from Bergen Community College to a 4-year college/university.
6. To implement a new track in the BCC curriculum that will provide for the concepts and skills necessary for successful careers in enterprise computing.

Objectives:

1. Students will be able to find employment in enterprise computing environments
2. Students will be able to advance enterprise computing using modern skills
3. Help satisfy the critical needs of industry
4. Students will be encouraged to continue their education by finding a pathway from high school through community college to 4-year colleges and beyond

5. A computer lab will be created at the Hackensack campus to be used by computing students

Outcomes:

1. Enterprise computing curriculum
2. Computer lab in Hackensack campus
3. Articulation agreements with 4-year schools
4. Internship/co-op relationship with businesses
5. Tech Prep arrangement with area high schools

Activities:

1. Faculty professional development in enterprise computing including courses, workshops, and conferences
2. Work on new courses and program(s)
3. Student will author apps
4. Students will participate in contests
5. Marketing to high schools and the greater community
6. Marketing to 4-year schools
7. Outreach to under-represented populations

Support:

1. Computer lab at the Hackensack campus: The primary use of this lab will be to provide access to computers for students with limited resources. Hackensack has been chosen for this lab as it is conveniently located for students in some of the communities of lesser means.
2. Program Director / faculty – run lab in Hackensack and teach courses
3. Grant Manager – oversee the grant implementation
4. Professional Development – for existing tenure/tenure-track faculty and adjuncts
5. Curriculum development – faculty release time needed to research, participate in meetings with businesses and 2- and 4-year schools, and write curriculum



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BOARD OF TRUSTEES ACTION E/SA 6
Approval Date: September 13, 2016

Resolution

In connection with work to be performed under Years 2 and 3 of the U. S. Department of Justice, Office on Violence Against Women Campus Grant Agreement, authorize the execution of a renewal agreement with the **YWCA healingSPACE** ("Partnering Agency"), consistent with the 3-year grant awarded to the College by the U.S. Department of Justice, Office on Violence Against Women, Award # 2014-WA-AX-0015 (the "Grant").

Submitted By

Dr. Naydeen Gonzalez-DeJesus, Vice President of Student Services
Mr. Victor Anaya, Executive Director of Finance
Dr. Yun K. Kim, Vice President of Institutional Effectiveness
Professor Shari Franschman
Dr. William J. Yakowicz, Managing Director of Grants Administration

Justification

The College previously authorized an Agreement dated, December 12, 2014 setting forth the obligations and responsibilities of the Partnering Agency in the conduct of the work funded under the Grant. The proposed renewal agreement extends those obligations and responsibilities into Grant Years 2 and 3, consisting of the period October 1, 2015 through September 30, 2017. The College has previously authorized the acceptance of the Grant Award. The College shall administer the Grant and make payment to the Partnering Agency only to the extent that the activities and payments are authorized, approved and available from the Grant.

This agreement between the College and Partnering Agency is authorized pursuant to the County College Contracts Law; specifically N.J.S.A. 18A:64A-25.5(b).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF BERGEN COMMUNITY COLLEGE AS FOLLOWS:

Section 1. The Board of Trustees of Bergen Community College hereby approves the terms and conditions of the Renewal Agreement between the College and Partnering Agency.

Section 2. In accordance with section 1 of this Resolution, the Board of Trustees of Bergen Community College authorizes the Chairman or President, or their designees, to execute any documents necessary to effectuate the consummation of the Renewal Agreement with the Partnering Agency, without the need for further approval by the Board of Trustees.

Section 3. All resolutions, orders and other actions of the County College in conflict with the provisions of this Resolution, to the extent of such conflict, are hereby superseded, repealed or revoked.

Section 4. This Resolution shall take effect immediately.

The Standard RENEWAL AGREEMENT template follows.

Exhibit A is the complete original agreement authorized by the Board of Trustees of Bergen Community College and signed by the College representative and Partnering Agency.

**AGREEMENT BETWEEN BCC AND THE YWCA healingSPACE
TO RENEW THE DEPARTMENT OF JUSTICE, OFFICE ON VIOLENCE AGAINST
WOMEN GRANT AGREEMENT**

WHEREAS, on the 12th day of December, 2014 the Parties, Bergen Community College (hereinafter “BCC”) and the YWCA healingSPACE (hereinafter “healingSPACE”), entered into an agreement attached hereto as Exhibit A (hereinafter the “Agreement”) which enabled the Parties to assist Bergen Community College as a primary community partner to provide support services in accordance with a grant received from the United States Department of Justice, Office on Violence Against Women, Award Number 2014-WA-AX-0015, and the Parties have determined to renew the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, healingSPACE and BCC agree as follows:

1. The above recitals are incorporated herein and made a part hereof by reference.
2. All of the terms and conditions of the Agreement are incorporated in this Renewal Agreement. The following additional terms and conditions shall govern this Renewal Agreement:
 - a) The term of this Renewal Agreement shall be two years. The Effective Date of this Renewal Agreement is October 1, 2015. This Renewal Agreement shall expire on September 30, 2017.
 - b) healingSPACE agrees to complete the work as outlined in the Agreement and more specifically as detailed in Exhibit A attached hereto.
 - c) The total Budget for this Renewal Agreement shall be an amount as set forth in the Budget attached hereto as Exhibit A, dated as of the Effective Date of this Renewal Agreement.
 - d) healingSPACE certifies that neither it, nor its principals are debarred, suspended, or declared ineligible from participating in this agreement by any Federal and/or state agency.
3. This Consent to Renew may be executed in any number of counterparts with the same effect as if the signature and seals thereto and hereto were upon the same instrument.

By Authorized Official Bergen Community College: <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Victor Anaya, Executive Director of Finance <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Date	By Authorized Official YWCA healingSPACE <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Name/Title <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Date
--	---

Exhibit A

Bergen Community College Subcontract-award Agreement

Bergen Community College 400 Paramus Road Paramus, NJ 07652-1595	Subcontractor: healingSPACE 214 State Street (Suite 207) Hackensack, NJ 07601
Grant Award #: 2014-WA-AX-0015	Subcontract: 2014 Bergen Community College Campus Violence Prevention Program
Awarding Organization: U.S. Department of Justice, Office on Violence Against Women	Subcontract Period of Performance: October 1, 2014 – September 30, 2015
Award Period: October 1, 2014 – September 30, 2017	Subcontract Amount: As scheduled in attached work plan – Not to exceed \$15,000 for year 1, and renewals for years 2 and 3
Project Title: Campus Violence Prevention Project	
Reporting Requirements: See attached Scope of Work and budget	

WHEREAS, Bergen Community College (“the College”) intends to contract with healingSPACE (“Consultant”), as an independent contractor for the performance of certain grant implementation activities;

WHEREAS, Bergen Community College serves as the awardee for the U.S. Department of Justice, Office on Violence Against Women Grant referred to above funding the Campus Violence Prevention Project initiative, is responsible for managing the grant's implementation as proposed in the grant proposal;

WHEREAS, healingSPACE has served as a primary community partner with Bergen Community College in a previous Campus Violence Prevention Project;

WHEREAS, healingSPACE has complied with all federal, state, and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and tasks to be performed under this subcontract;

WHEREAS, in the performance of subcontract work, healingSPACE shall be an independent entity and not an employee or agent of Bergen Community College;

WHEREAS, this subcontract has been authorized by the Bergen Community College Board of Trustees on December 2, 2014;

THEREFORE, for good and valuable consideration, the two parties to this subcontract, intending to be legally bound, agree to the following terms and conditions:

1. **Services to be provided.** The College hereby engages Consultant to perform, complete, and provide in a professional manner transitional support services as described in the statement of work (Attachment 1). The conditions, timeline and deliverables presented in the statement of work shall define services to be provided, including submitting interim reports as well as final summative reports according to the schedule in Attachment 1. Consultant shall supply all tools and materials needed to accomplish designated tasks. Consultant shall retain the sole and exclusive right to control or direct the matter or means by which the Services are to be performed. The College shall ensure conformity with the proposed statement of work and terms of the Prime Award.
2. **Terms of Payment.** The College awards this cost-reimbursable subcontract, as described above, to Consultant and shall reimburse Consultant for allowable costs as budgeted and scheduled in the attached statement of work. All invoices shall be submitted using the subcontractor's standard invoice. The total consulting fee for the period covered by this subcontract shall not exceed \$15,000 payable in quarterly installments upon invoice. No income or payroll tax of any kind shall be withheld or paid by the College on behalf of Consultant or Consultant's associates or employees. Furthermore, no workers' compensation insurance shall be obtained by the College concerning Consultant or Consultant's associates or employees. The latter shall comply with the workers' compensation laws with respect to Consultant, associates, and employees and be responsible for the reporting and payment of any relevant local, state or federal taxes.
3. **Term, Termination or Renewal.** This subcontract shall be effective as of October 1, 2014 through September 30, 2015, unless terminated earlier as provided herein. Either party may terminate this agreement with a thirty-day written notice to the appropriate party's administrative contact. Based on the quality of performance of this subcontract, a subcontract renewal shall be considered contingent upon the College's Board approval and in a manner compliant with the College's purchase of services and independent contractors' policies, and with the terms and conditions of the Prime Award.
4. **Indemnification and Insurance.** Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. Consultant shall defend, indemnify, and hold harmless the College, its trustees, officers, and employees from and against any and all claims, losses, liabilities, or expenses that may arise from Consultant or Consultant's associates or employees' activities under this subcontract or their presence on the College property, including but not limited to those arising from personal injuries or death or loss or damage to property of the College or any other party. If requested, Consultant shall provide the College with evidence of satisfactory insurance coverage to support the obligations under this provision of this subcontract.
5. **Confidentiality and Intellectual Property.** In order to enable Consultant to perform the services described, the College and its partners may make available to Consultant certain confidential and proprietary information, including but not limited to enrollment figures, institutional strategic plans, marketing and pricing strategies, and institutional data. All such information shall be treated confidentially by Consultant, who shall take all necessary precautions to prevent the disclosure of such information to third parties. Consultant agrees not

to use such confidential information for any other purpose than to perform this subcontract. Any confidential information owned by a third party if disclosed to Consultant shall be handled in accordance with the terms of any agreement between the disclosing party and third party and the College. Any reports presented by Consultant to the College shall be considered copyrighted material belonging to the College. Any data series collected through this subcontract shall be the property of the College, along with any ancillary models developed expressly for this project by Consultant. Any database developed by Consultant or owned by Consultant used for this project shall remain the property of the Consultant and Consultant's associates. Consultant may only publish work referring to analyses prepared for this project if prior written approval is provided by the College, analyses are presented in aggregate only with no reference to individual participants; and appropriate credit and acknowledgment given to relevant parties.

6. **Compliance with Laws and Regulations, and Jurisdiction.** This Subcontract is subject to the terms and conditions of the Prime Award. Consultant shall comply with all laws, registrations, and regulations pertaining to the services provided under this subcontract; payments for these services as specified herein shall be deemed to include cost for these items. This Subcontract shall be construed and enforced in accordance with all applicable laws of the State of New Jersey.
7. **Debarment and Suspension.** healingSPACE certifies that neither it nor its principals are debarred, suspended, or declared ineligible from participating in this agreement by any Federal and/or state agency.
8. **Resource Contacts.** Invoices and questions concerning invoice receipts or payments should be directed to the College Office of Grants Administration. Matters concerning the technical performance of this sub-award should be directed to Dr. William Yakowicz, Director of Grants Administration.

By signing below, healingSPACE agrees to the terms and conditions and scope of work and budget of this subcontract.

By Authorized Official of Bergen Community College: By healingSPACE

Victor Anaya
Executive Director of Finance



1/12/14
Date



1/27/14
Date

Attachment 1

Scope of Work and Budget

Agency: HEALINGSPACE

Mailing Address: 214 State Street, Hackensack, New Jersey 07601 (Suite 207)
EIN # 222-184-949

Period of Performance: October 1, 2014 – September 30, 2015

Compensation total: \$15,000 annually for 3 years for a total of \$45,000 consistent with terms and conditions listed

Scope of Services:

HealingSPACE is responsible to assist Bergen Community College in its efforts to: promote increased communication and coordination of crisis response, referral, and resource sharing within college communities; to develop policies, and protocol to enable coordinated campus community response teams to identify, respond to, report on, and prevent domestic violence and related crimes of violence against women; to strengthen and expand victim services on campus by capitalizing on the increased coordination and the improved information and communication between the campus students, faculty, staff and local law enforcement and first responders, victim services providers, and advocates; and to collaborate to deliver education and training on the full range of issues regarding violence against women for students, faculty, staff, and campus public safety officers and external partners.

Deliverables/Compensation Milestones

YEAR 1 - October 1, 2014 – September 30, 2015	\$15,000
▪ Grant program development	\$1,800
Participate in BCC meetings with coordinators and internal and external partners to establish goals, responsibilities and coordination of services.	
▪ Policy, Procedural and Resource Development	\$1,800
Review, analyze, and suggest updates to current Campus and Community Violence Response policies and protocols. Assist in identifying BCC service and policy gaps. Consult on resource development and collaboration with external partners and community resources.	
▪ Education development	\$5,000
Assist with development of:	
▪ Peer Crisis Response Team training	
▪ Initial training and consecutive trainings for law enforcement/campus security	
▪ Training for peer ambassadors	
▪ Training for staff and administration regarding special populations (LGBTQ community, Office of Specialized Services)	
▪ Participation in Educational Seminars	\$2,500
▪ One Peer Crisis Response Team training series	
▪ One conference per semester	
▪ Participate in Faculty and New Student Orientation	
▪ Participation in Federal and OVW trainings	

- **Prevention Work** **\$ 2,450**
Assist and participate in implementation of prevention plan (including Bystander Intervention/Green Dot).

- **Educational Materials** **\$1,000**
Design, develop, and disseminate brochures and palm cards as needed

- **Shelter Placement and/or Client Assistance** **\$450**
Shelter or temporary housing assistance
Transportation costs, to get to school (gas or bus pass)
Clothing
Medication/medical costs
Books for BCC classes
Childcare
Legal consultation

YEAR 2 - October 1, 2015 –September 30, 2016

\$15,000

-
- | | |
|--|---|
| <p>▪ Grant program development
Participate in BCC meetings with coordinators and internal and external partners to establish and refine goals, responsibilities and coordination of services for year 2.</p> <p>▪ Policy, Procedural and Resource Development
Review, refine and suggest updates to current Campus and Community Violence Response policies and protocols. Assist with implementation of policies and protocols. Continue to identify BCC service and policy gaps. Consult on resource development and collaboration with external partners and community resources.</p> <p>▪ Participation in Educational Seminars
One Peer Crisis Response Team training series and institutionalized development efforts
One conference per semester
Public Safety/law enforcement continued trainings and institutionalized development efforts
Participate in Faculty and New Student Orientation
Participation in Federal and OVW trainings - as available/as requested</p> <p>▪ Prevention Work
Assist and participate in implementation of prevention plan, including institutionalized development efforts</p> <p>▪ Educational Materials
Revise, print and disseminate brochures, palm cards, other materials as necessary</p> <p>• Shelter Placement and/or Client Assistance
Shelter or temporary housing assistance
Transportation costs, to get to school (gas or bus pass)
Clothing
Medication/medical costs
Books for BCC classes
Childcare
Legal consultation</p> | <p>\$1,800</p> <p>\$1,800</p> <p>\$6,000</p> <p>\$ 3,900</p> <p>\$ 500</p> <p>\$1,000</p> |
|--|---|
-

YEAR 3 - October 1, 2016 –September 30, 2017**\$15,000**

-
- | | |
|---|----------------|
| ▪ Grant program development | \$1,800 |
| Participate in BCC meetings with coordinators and internal and external partners to refine goals, responsibilities and coordination of services for year three. | |
| ▪ Policy, Procedural and Resource Development | \$1,800 |
| Continue to lend expertise and review, refine and suggest updates to current Campus and Community Violence Response policies and protocols. Assist with implementation of policies and protocols. Continue to identify BCC service and policy gaps. Consult on resource development and collaboration with external partners and community resources. | |
| ▪ Participation in Educational Seminars | \$6,100 |
| One Peer Crisis Response Team training series and institutionalized development efforts | |
| One conference per semester | |
| Public Safety/law enforcement continued trainings and institutionalized development efforts | |
| Participate in Faculty and New Student Orientation | |
| Participation in professional symposiums | |
| Participation in Federal and OVW trainings - as available/as requested | |
| ▪ Prevention Work | \$3,350 |
| Assist and participate in implementation of prevention plan, including institutionalized development efforts | |
| ▪ Educational Materials | \$ 950 |
| Print brochures, palm cards, other materials as necessary | |
| ▪ Shelter Placement and/or Client Assistance | \$1,000 |
| Shelter or temporary housing assistance | |
| Transportation costs, to get to school (gas or bus pass) | |
| Clothing | |
| Medication/medical costs | |
| Books for BCC classes | |
| Childcare | |
| Legal consultation | |



Around the Corner, Ahead of the Curve

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BOARD OF TRUSTEES ACTION E/SA 7
Approval Date: September 13, 2016

Resolution

In connection with work to be performed under Years 2 and 3 of the U. S. Department of Justice, Office on Violence Against Women Campus Grant Agreement, authorize the execution of a renewal agreement with the **Center for Hope and Safety** ("Partnering Agency"), consistent with the 3-year grant awarded to the College by the U.S. Department of Justice, Office on Violence Against Women, Award # 2014-WA-AX-0015 (the "Grant").

Submitted By

Dr. Naydeen Gonzalez-DeJesus, Vice President of Student Services
Mr. Victor Anaya, Executive Director of Finance
Dr. Yun K. Kim, Vice President of Institutional Effectiveness
Dr. William J. Yakowicz, Managing Director of Grants Administration

Justification

The College previously authorized an Agreement dated, December 12, 2014, setting forth the obligations and responsibilities of the Partnering Agency in the conduct of the work funded under the Grant. The proposed renewal agreement extends those obligations and responsibilities into Grant Years 2 and 3, consisting of the period October 1, 2015 through September 30, 2017. The College has previously authorized the acceptance of the Grant Award. The College shall administer the Grant and make payment to the Partnering Agency only to the extent that the activities and payments are authorized, approved and available from the Grant.

This agreement between the College and Partnering Agency is authorized pursuant to the County College Contracts Law; specifically N.J.S.A. 18A:64A-25.5(b).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF BERGEN COMMUNITY COLLEGE AS FOLLOWS:

Section 1. The Board of Trustees of Bergen Community College hereby approves the terms and conditions of the Renewal Agreement between the College and Partnering Agency.

Section 2. In accordance with section 1 of this Resolution, the Board of Trustees of Bergen Community College authorizes the Chairman or President, or their designees, to execute any documents necessary to effectuate the consummation of the Renewal Agreement with the Partnering Agency, without the need for further approval by the Board of Trustees.

Section 3. All resolutions, orders and other actions of the County College in conflict with the provisions of this Resolution, to the extent of such conflict, are hereby superseded, repealed or revoked.

Section 4. This Resolution shall take effect immediately.

The Standard RENEWAL AGREEMENT template follows.

Exhibit A is the complete original agreement authorized by the Board of Trustees of Bergen Community College and signed by the College representative and Partnering Agency.

**. AGREEMENT BETWEEN BCC AND THE CENTER FOR HOPE AND SAFETY
TO RENEW THE DEPARTMENT OF JUSTICE, OFFICE ON VIOLENCE AGAINST
WOMEN GRANT AGREEMENT**

WHEREAS, on the 12th day of December, 2014 the Parties, Bergen Community College (hereinafter “BCC”) and the Center for Hope and Safety (hereinafter “the Center”), entered into an agreement attached hereto as Exhibit A (hereinafter the “Agreement”) which enabled the Parties to assist Bergen Community College as a primary community partner to provide support services in accordance with a grant received from the United States Department of Justice, Office on Violence Against Women, Award Number 2014-WA-AX-0015, and the Parties have determined to renew the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the Center and BCC agree as follows:

1. The above recitals are incorporated herein and made a part hereof by reference.
2. All of the terms and conditions of the Agreement are incorporated in this Renewal Agreement. The following additional terms and conditions shall govern this Renewal Agreement:
 - a) The term of this Renewal Agreement shall be two years. The Effective Date of this Renewal Agreement is October 1, 2015. This Renewal Agreement shall expire on September 30, 2017.
 - b) The Center agrees to complete the work as outlined in the Agreement and more specifically as detailed in Exhibit A attached hereto.
 - c) The total Budget for this Renewal Agreement shall be an amount as set forth in the Budget attached hereto as Exhibit A, dated as of the Effective Date of this Renewal Agreement.
 - d) The Center certifies that neither it, nor its principals are debarred, suspended, or declared ineligible from participating in this agreement by any Federal and/or state agency.
3. This Consent to Renew may be executed in any number of counterparts with the same effect as if the signature and seals thereto and hereto were upon the same instrument.

By Authorized Official Bergen Community College: <hr/> Victor Anaya, Executive Director of Finance <hr/> Date	By Authorized Official The Center for Hope and Safety <hr/> Name/Title <hr/> Date
--	--

Exhibit A

**Bergen Community College
Subcontract-award Agreement**

Bergen Community College 400 Paramus Road Paramus, NJ 07652-1595	Subcontractor: Center For Hope And Safety, Inc. 12 Overlook Ave, Suite A Rochelle Park, NJ 07662
Grant Award #: 2014 –WA –AX –0015	Subcontract: 2104 Bergen Community College Campus Violence Prevention Program
Awarding Organization: U.S. Department of Justice, Office on Violence Against Women	Subcontract Period of Performance: October 1, 2014 – September 30, 2015
Award Period: October 1, 2014 – September 30, 2017	Subcontract Amount: As scheduled in attached work plan – Not to exceed \$15,000 for year 1, and renewals for years 2 and 3
Project Title: Campus Violence Prevention Project	
Reporting Requirements: See attached Scope of Work and budget	

WHEREAS, Bergen Community College (“the College”) intends to contract with Center For Hope And Safety, Inc. (“Consultant”), as an independent contractor for the performance of certain grant implementation activities;

WHEREAS, Bergen Community College serves as the awardee for the U.S. Department of Justice, Office on Violence Against Women Grant referred to above funding the Campus Violence Prevention Project initiative, is responsible for managing the grant’s implementation as proposed in the grant proposal;

WHEREAS, Center For Hope And Safety, Inc. has served as a primary community partner with Bergen Community College in a previous Campus Violence Prevention Project;

WHEREAS, Center For Hope And Safety, Inc. is engaged as a non-profit agency and has complied with all federal, state, and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and tasks to be performed under this subcontract;

WHEREAS, in the performance of subcontract work, Center For Hope And Safety, Inc. shall be an independent entity and not an employee or agent of Bergen Community College;

WHEREAS, this subcontract has been authorized by the Bergen Community College Board of Trustees on December 2, 2014;

THEREFORE, for good and valuable consideration, the two parties to this subcontract, intending to be legally bound, agree to the following terms and conditions:

1. **Services to be provided.** The College hereby engages Consultant to perform, complete, and provide in a professional manner transitional support services as described in the statement of work (Attachment 1). The conditions, timeline and deliverables presented in the statement of work shall define services to be provided, including submitting interim reports as well as final summative reports according to the schedule in Attachment 1. Consultant shall supply all tools and materials needed to accomplish designated tasks. Consultant shall retain the sole and exclusive right to control or direct the matter or means by which the Services are to be performed. The College shall ensure conformity with the proposed statement of work and terms of the Prime Award.
2. **Terms of Payment.** The College awards this cost-reimbursable subcontract, as described above, to Consultant and shall reimburse Consultant for allowable costs as budgeted and scheduled in the attached statement of work. All invoices shall be submitted using the subcontractor's standard invoice. The total consulting fee for the period covered by this subcontract shall not exceed \$15,000 payable in quarterly installments upon invoice. No income or payroll tax of any kind shall be withheld or paid by the College on behalf of Consultant or Consultant's associates or employees. Furthermore, no workers' compensation insurance shall be obtained by the College concerning Consultant or Consultant's associates or employees. The latter shall comply with the workers' compensation laws with respect to Consultant, associates, and employees and be responsible for the reporting and payment of any relevant local, state or federal taxes.
3. **Term, Termination or Renewal.** This subcontract shall be effective as of October 1, 2014 through September 30, 2015, unless terminated earlier as provided herein. Either party may terminate this agreement with a thirty-day written notice to the appropriate party's administrative contact. Based on the quality of performance of this subcontract, a subcontract renewal shall be considered contingent upon the College's Board approval and in a manner compliant with the College's purchase of services and independent contractors' policies, and with the terms and conditions of the Prime Award.
4. **Indemnification and Insurance.** Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. Consultant shall defend, indemnify, and hold harmless the College, its trustees, officers, and employees from and against any and all claims, losses, liabilities, or expenses that may arise from Consultant or Consultant's associates or employees' activities under this subcontract or their presence on the College property, including but not limited to those arising from personal injuries or death or loss or damage to property of the College or any other party. If requested, Consultant shall provide the College with evidence of satisfactory insurance coverage to support the obligations under this provision of this subcontract.
5. **Confidentiality and Intellectual Property.** In order to enable Consultant to perform the services described, the College and its partners may make available to Consultant certain confidential and proprietary information, including but not limited to enrollment figures, institutional strategic plans, marketing and pricing strategies, and institutional data. All such information shall be treated confidentially by Consultant, who shall take all necessary

precautions to prevent the disclosure of such information to third parties. Consultant agrees not to use such confidential information for any other purpose than to perform this subcontract. Any confidential information owned by a third party if disclosed to Consultant shall be handled in accordance with the terms of any agreement between the disclosing party and third party and the College. Any reports presented by Consultant to the College shall be considered copyrighted material belonging to the College. Any data series collected through this subcontract shall be the property of the College, along with any ancillary models developed expressly for this project by Consultant. Any database developed by Consultant or owned by Consultant used for this project shall remain the property of the Consultant and Consultant's associates. Consultant may only publish work referring to analyses prepared for this project if prior written approval is provided by the College, analyses are presented in aggregate only with no reference to individual participants; and appropriate credit and acknowledgment given to relevant parties.

6. **Compliance with Laws and Regulations, and Jurisdiction.** This Subcontract is subject to the terms and conditions of the Prime Award. Consultant shall comply with all laws, registrations, and regulations pertaining to the services provided under this subcontract; payments for these services as specified herein shall be deemed to include cost for these items. This Subcontract shall be construed and enforced in accordance with all applicable laws of the State of New Jersey.
7. **Debarment and Suspension.** The Center for Hope And Safety, Inc. certifies that neither it nor its principals are debarred, suspended, or declared ineligible from participating in this agreement by any Federal and/or state agency.
8. **Resource Contacts.** Invoices and questions concerning invoice receipts or payments should be directed to the College Office of Grants Administration. Matters concerning the technical performance of this sub-award should be directed to Dr. William Yakowicz, Director of Grants Administration.

By signing below, Center For Hope And Safety, Inc. agrees to the terms and conditions and scope of work and budget of this subcontract.

By Authorized Official of Bergen Community College:

Victor Anaya
Executive Director of Finance



12/12/14
Date

By Center For Hope And Safety, Inc.

Elaine K. Meyerson
Executive Director



12/17/14
Date

Attachment 1

Scope of Work and Budget

Agency: CENTER FOR HOPE AND SAFETY – formerly Shelter Our Sisters

Mailing Address: 12 Overlook Avenue, Rochelle Park, NJ 07662
EIN # 222-184-949

Period of Performance: October 1, 2014 to September 30, 2017

Compensation total: \$15,000 annually for one year consistent with terms and conditions listed

Scope of Services:

Center For Hope And Safety is responsible to assist Bergen Community College in its efforts to: promote increased communication and coordination of crisis response, referral, and resource sharing within college communities; to assist with development of policies, and protocol to enable coordinated campus community response teams to identify, respond to, report on, and prevent domestic violence and related crimes of violence against women; to strengthen and expand victim services on campus by capitalizing on the increased coordination and the improved information and communication between the campus students, faculty, staff and local law enforcement and first responders, victim services providers, and advocates; and to collaborate to deliver education and training on the full range of issues regarding violence against women for students, faculty, staff, and campus public safety officers and external partners.

Deliverables/Compensation Milestones

YEAR 1 - October 1, 2014 – September 30, 2015	\$15,000
▪ Development of grant program and campus resources and polices	\$ 1,500
Participate in BCC meetings with coordinators and internal and external partners to establish goals, responsibilities and coordination of services for the first year. Review, analyze and suggest updates to current Campus and Community Violence Response policies and protocols. Assist in identifying service and policy gaps. Consult on resource development and collaboration with external partners and community resources. Participate in future grant and program planning for the three years.	
▪ Education development	\$3,000
Assist with development of:	
▪ Peer Crisis Response Team training	
▪ Initial training and consecutive trainings for law enforcement/campus security	
▪ Training for peer ambassadors	
▪ Training for staff and administration regarding special populations (LGBTQ community, Office of Specialized Services)	
▪ Conducting and Participating in Educational Seminars / Trainings	\$5,000
▪ One Peer Crisis Response Team training series	
▪ For peer ambassadors – ongoing trainings	
▪ For Law enforcement/campus security	
▪ For staff, faculty and administration including special populations (LGBTQ community, Office of Specialized Services)	

- One conference per semester
- Participate in Faculty and New Student Orientation
- Participation in Federal and OVW trainings, as available/as requested

- **Prevention Work** **\$ 1,500**
 Assist and participate in implementation of prevention plan (including Bystander Intervention/Green Dot).

- **Educational Materials** **\$1,500**
 Design, develop, order, print and disseminate brochures, palm cards and other materials as needed

- **Shelter Placement and/or Client Assistance** **\$2,500**
 Shelter or temporary housing assistance
 Transportation costs, to get to school (gas or bus pass)
 Clothing
 Medication/medical costs
 Books for BCC classes
 Childcare
 Legal consultation

YEAR 2 - October 1, 2015 –September 30, 2016	\$15,000
<ul style="list-style-type: none"> ▪ Development of grant program and campus resources and polices \$1,500 Participate in BCC meetings with coordinators and internal and external partners to establish goals, responsibilities and coordination of services for the second year. Review, analyze and suggest updates to current Campus and Community Violence Response policies and protocols. Assist in identifying service and policy gaps. Consult on resource development and collaboration with external partners and community resources. Participate in future grant and program planning for the three years. 	
<ul style="list-style-type: none"> ▪ Education Development \$2,000 Ongoing development of trainings requested by grant coordinator and/or internal partners. Institutionalize trainings. 	
<ul style="list-style-type: none"> ▪ Conducting and Participating in Educational Seminars/ Trainings \$6,000 One Crisis Response Team training series and institutionalize development efforts For Peer Ambassadors - ongoing trainings Public Safety/law enforcement continued trainings and institutionalize development efforts Participate in Faculty and New Student Orientation For staff, faculty and administration including issues facing special populations (LGBTQ community, Office of Specialized Services) One conference per semester Participation in Federal and OVW trainings - as available/as requested 	
<ul style="list-style-type: none"> ▪ Prevention Work \$ 1,500 Assist and participate in implementation of prevention plan, including institutionalized development efforts 	
<ul style="list-style-type: none"> ▪ Educational Materials \$ 500 Design, order, print and disseminate brochures, palm cards, other materials as necessary 	
<ul style="list-style-type: none"> • Shelter Placement and/or Client Assistance \$3,500 Shelter or temporary housing assistance Transportation costs, to get to school (gas or bus pass) Clothing Medication/medical costs Books for BCC classes Childcare Legal consultation 	

YEAR 3 - October 1, 2016 –September 30, 2017	\$15,000
<ul style="list-style-type: none"> ▪ Development of grant program and campus resources and polices \$1,500 Participate in BCC meetings with coordinators and internal and external partners to establish goals, responsibilities and coordination of services for the third year. Review, analyze and suggest updates to current Campus and Community Violence Response policies and protocols. Assist in identifying service and policy gaps. Consult on resource development and collaboration with external partners and community resources. Participate in future grant and program planning for the three years. 	
<ul style="list-style-type: none"> ▪ Education Development \$1,500 Ongoing development of trainings requested by grant coordinator and/or internal partners. Institutionalize trainings. 	
<ul style="list-style-type: none"> ▪ Conducting and Participating in Educational Seminars/ Trainings \$5,500 One Crisis Response Team training series and institutionalize development efforts For Peer Ambassadors - ongoing trainings Public Safety/law enforcement continued trainings and institutionalize development efforts Participate in Faculty and New Student Orientation For staff, faculty and administration including issues facing special populations (LGBTQ community, Office of Specialized Services) One conference per semester Participation in Federal and OVW trainings - as available/as requested 	
<ul style="list-style-type: none"> ▪ Prevention Work \$1,500 Assist and participate in implementation of prevention plan, including institutionalized development efforts 	
<ul style="list-style-type: none"> ▪ Educational Materials \$1,500 ▪ Institutionalize materials. Design, develop, order, print and disseminate brochures, palm cards and other materials as needed 	
<ul style="list-style-type: none"> ▪ Shelter Placement and/or Client Assistance \$3,500 Shelter or temporary housing assistance Transportation costs, to get to school (gas or bus pass) Clothing Medication/medical costs Books for BCC classes Childcare Legal consultation 	



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BOARD OF TRUSTEES ACTION E/SA 8
Approval Date: September 13, 2016

Resolution

To delete the curriculum for the Certificate in Culinary Science (CERT.CULN.SCI)

Submitted By

Dr. William Mullaney, Vice President, Academic Affairs
Dr. Victor Brown, Dean, Business, Arts & Social Sciences

Action Requested

The college would like to delete the curriculum for the Certificate in Culinary Science.

Justification

Per the New Jersey Presidents Council's Academic Issues Committee Manual, Board approval is required whenever the college deletes a program. This program started in 2009 and thus far only one student has completed this program. Currently there are zero students in the program. Due to lack of enrollment, deletion of this certificate is requested.



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BOARD OF TRUSTEES ACTION E/SA 9
Approval Date: September 13, 2016

Resolution

To delete the curriculum for the Certificate of Achievement in Catering (COA.CATER)

Submitted By

Dr. William Mullaney, Vice President, Academic Affairs
Dr. Victor Brown, Dean, Business, Arts & Social Sciences

Action Requested

The college would like to delete the curriculum for the Certificate of Achievement in Catering.

Justification

Per the New Jersey Presidents Council's Academic Issues Committee Manual, Board approval is required whenever the college deletes a program. This program started in 2009 and for the last three years we have averaged two students per year. Currently there are two students in the program. Due to lack of enrollment, deletion of this certificate is requested.



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BOARD OF TRUSTEES ACTION E/SA 10
Approval Date: September 13, 2016

Resolution

To delete the curriculum for the Certificate of Achievement in Hospitality Operations (COA.HOSP.OPR)

Submitted By

Dr. William Mullaney, Vice President, Academic Affairs
Dr. Victor Brown, Dean, Business, Arts & Social Sciences

Action Requested

The college would like to delete the curriculum for the Certificate of Achievement in Hospitality Operations.

Justification

Per the New Jersey Presidents Council's Academic Issues Committee Manual, Board approval is required whenever the college deletes a program. This program started in 2006 and for the last five years we have averaged two students per year. Currently there are two students in the program. Due to lack of enrollment, deletion of this certificate is requested.



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BOARD OF TRUSTEES ACTION E/SA 11
Approval Date: September 13, 2016

Resolution

To delete the curriculum for the Associate in Arts, Liberal Arts, Social Sciences (AA.LA.SOC.SCI)

Submitted By

Dr. William Mullaney, Vice President, Academic Affairs
Dr. Victor Brown, Dean, Business, Arts & Social Sciences

Action Requested

The college would like to delete the curriculum for the Associate in Arts, Liberal Arts, Social Sciences.

Justification

Per the New Jersey Presidents Council's Academic Issues Committee Manual, Board approval is required whenever the college deletes a program. This degree option has very little enrollment. Over the last several years there have been one to four students who have completed each year. There is little evidence that this program is viable or in demand by our students. Due to lack of enrollment, deletion of this certificate is requested.



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BOARD OF TRUSTEES ACTION E/SA 12

Approval Date: September 13, 2016

Resolution

To delete the curriculum for the Certificate in Transfer Studies, Liberal Arts (CERT.TRAN.LA.GEN)

Submitted By

Dr. William Mullaney, Vice President, Academic Affairs

Dr. Beatrice Bridglall, Dean, Humanities

Action Requested

The college would like to delete the curriculum for the Certificate in Transfer Studies, Liberal Arts.

Justification

Per the New Jersey Presidents Council's Academic Issues Committee Manual, Board approval is required whenever the college deletes a program. Since 2013 this program has only had four participants and of those four only one has completed the program. There is little evidence that this program is viable or in demand by our students. Due to lack of enrollment, deletion of this certificate is requested.



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BOARD OF TRUSTEES ACTION E/SA13
Approval Date: September 13, 2016

Resolution

Authorize renewal of an agreement with each of the eleven Participating Organizations (Brookdale Community College, County College of Morris, Essex County College, Hudson County Community College, Middlesex County College, Ocean County College, Passaic County Community College, Sussex County Community College, and Union County College) in connection with the work to be performed under the **Trade Adjustment Assistance and Community College and Career Training Grant** awarded to the College by the U.S Department of Labor, Education and Training Administration, Grant # TC-26459-14-60-A-34 (the "Grant").

Submitted By

Dr. Yun K. Kim, Vice President of Institutional Effectiveness
Dr. William P. Mullaney, Vice President of Academic Affairs
Dr. Susan Barnard, Dean, Division of Health Professions
Dr. William J. Yakowicz, Director, Grants Administration

Action Requested

Approval by the Board of Trustees of renewal agreements between the College and Participating Organizations; the attached agreement defines the scope of services and budget for the work and/or services to be performed by the Participating Organizations in connection with the Grant. The College shall administer the Grant and make payment to the Participating Organizations only to the extent that those activities and payments are authorized, approved, and available from the Education and Training Administration of the U.S. Department of Labor.

Justification

The College, as authorized by Board action in December 2014, entered into initial agreements with each of the Participating Organizations setting forth their obligations and responsibilities under the terms of the Grant; said agreements were renewed for the period of October 2015 thru September 2016. The proposed renewal agreement extends those obligations and responsibilities until the conclusion of the Grant, on September 30, 2018.

This agreement between the College and the Participating Organizations is authorized pursuant to the County College Contracts Law; specifically N.J.S.A. 18A:64A-25.5(b). This agreement furthers the purposes of the Grant to create pathways for trade-affected workers and others, allowing them to receive training and education which will open up opportunities for employment in the health care field.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF BERGEN COMMUNITY COLLEGE AS FOLLOWS:

Section 1. The Board of Trustees of Bergen Community College hereby approves the terms and conditions of the Renewal Agreement between the College and Participating Organizations.

Section 2. In accordance with Section 1 of this Resolution, the Board of Trustees of Bergen Community College authorizes the Chairman, President, or their designees, to execute any documents necessary to effectuate the consummation of the Renewal Agreement with the Participating Organizations, without the need for further approval by the Board of Trustees.

Section 3. All resolutions, orders and other actions of the County College in conflict with the provisions of this Resolution, to the extent of such conflict, are hereby superseded, repealed or revoked.

Section 4. This Resolution shall take effect immediately.

Amounts to be included in "Addendum C"

COLLEGE	Budget Amounts- Grant Year 3 and 4
Brookdale Community College	\$439,571
Essex County College	\$476,657
Hudson County Community College	\$465,992
Mercer Community College	\$574,026
Middlesex County College	\$419,206
County College of Morris	\$381,693
Ocean County College	\$462,370
Passaic County Community College	\$381,723
Raritan Valley Community College	\$366,701
Sussex County Community College	\$359,456
Union County College	\$472,004

The Standard RENEWAL AGREEMENT template for use with each of the Participating Organizations follows. Updated work plans and budgets are to be included with each as Addendum B and Addendum C.

Exhibit A referred to in the Renewal Agreement is the complete original agreement authorized by the Board of Trustees of Bergen Community College and the respective Organization's Board of Trustees.

**AGREEMENT BETWEEN THE BCC AND THE COLLEGE
TO RENEW THE TAACCCT GRANT AGREEMENT**

WHEREAS, on the 16th day of December, 2014 the Parties, Bergen Community College (hereinafter “BCC”) and *Sub-Grantee Community College* (hereinafter “College”), entered into an Agreement for the New Jersey Health Professions Pathways to Regional Excellence Project (NJ-PREP) attached hereto as Exhibit A (hereinafter the “Agreement”) which enabled the Parties to identify individuals and facilitate training and employment opportunities in accordance with a the Trade Adjustment Assistance Community College and Careers Training grant received from the United States Department of Labor, Education and Training Administration, Grant Number TC-26459-14-60-A-34, and the Parties have determined to renew the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the College and BCC agree as follows:

1. The above recitals are incorporated herein and made a part hereof by reference.
2. All of the terms and conditions of the Agreement are incorporated in this Renewal Agreement. The following additional terms and conditions shall govern this Renewal Agreement:
 - a) The term of this Renewal Agreement shall be two years. The Effective Date of this Renewal Agreement is October 1, 2016. This Renewal Agreement shall expire on September 30, 2018.
 - b) Attached hereto is an updated Contact Form, Addendum A. In the absence of an attached Addendum A, dated as of the Effective Date of this Renewal Agreement, the information contained in the original Agreement, shall be deemed current and accurate.
 - c) The College agrees to complete the work as outlined in the Agreement and more specifically as detailed in Addendum B attached hereto.
 - d) The total Budget for this Renewal Agreement shall be an amount as set forth in the College Budget attached hereto as Addendum C, dated as of the Effective Date of this Renewal Agreement.
 - e) College certifies that neither it, nor its principals are debarred, suspended, or declared ineligible from participating in this agreement by any Federal and/or state agency.
3. This Consent to Renew may be executed in any number of counterparts with the same effect as if the signature and seals thereto and hereto were upon the same 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.

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

The undersigned understand and agree to the terms set forth above.

By Authorized Official Bergen Community College:	By Authorized Official <i>Sub-Grantee Community College:</i>
_____	_____
Name/Title	Name/Title
_____	_____
Date	Date

DRAFT

**Addendum A
Participating College
Contact Form
Effective October 1, 2016**

<p>Administrative Contact Name: William J. Yakowicz Title: Director of Grants Administration Address: Bergen Community College 400 Paramus Road Paramus, NJ 07652 Telephone: 201-612-5253 Fax: 201-612-5633 Email: wyakowicz@bergen.edu</p>	<p>Administrative Contact Name: Title: Address: Telephone: Fax: Email:</p>
<p>Project Director Name: Justin E. Doheny, FACHE Title: Director, Northern N.J. Health Professions Consortium Address: Bergen Community College 400 Paramus Road, Rm. B101b Paramus, NJ 07652-1595 Telephone: 201-493-3743 Fax: 201-612-5633 Email: jdoheny@bergen.edu</p>	<p>Project Director or Coordinator Name: Title: Address: Telephone: Fax: Email:</p>
<p>Financial Contact Name: Kelley Verkem Title: Manager of Grants Address: Bergen Community College 400 Paramus Road, Rm. A-335A Paramus, NJ 07652 Telephone: 201-301-1266 Fax: 201-612-5633 Email: kverkem@bergen.edu</p>	<p>Financial Contact Name: Title: Address: Telephone: Fax: Email:</p>
<p>Authorized Official Name: B. Kaye Walter, Ph.D. Title: President Address: Bergen Community College 400 Paramus Road Paramus, NJ 07652 Telephone: 201-447-7237 Fax: 201-447-9042 Email: kwalter@bergen.edu</p>	<p>Authorized Official Name: Title: Address: Telephone: Fax: Email:</p>

Addendum B
Scope of Work for Participating College
Effective October 1, 2016

TAACCCT - Year 3 & 4 Sub-Contract Outcomes & Deliverables

A. Project Outcomes (unique to each partner):	<i>Sub-Grantee</i>
1: Total unique participants served/enrolled in authorized healthcare training programs.	60
2: Total number of participants who have completed	43
3: Total number of participants still retained in their program of study or another TAACCCT-funded program	13
4: Total number of participants completing credit hours	37
5: Total number of participants earning credentials	40
6: Total number of participants enrolled in further education after grant-funded program of study completion	19
7: Total number of participants employed after grant-funded program of study completion (non-incumbent workers only)	17
8: Total number of participants retained in employment after program of study completion (non-incumbent workers only)	14
9: Total number of those participants employed at enrollment (for purposes of this reporting "Incumbent workers") who receive a wage increase post-enrollment	10
B. Project Deliverables (ALL PARTNERS):	
1. Evaluate and implement Smart Start where agreeable.	
2. Participate in prior learning assessment project.	
3. Participate in non-credit to credit alignment project.	
4. Identify Site Coordinator and assure participation at monthly meetings.	
5. Identify Job Developer/employment specialist and ensure participation at quarterly meetings.	

Addendum C

**Budget for Participating College
Effective October 1, 2016**

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BOARD OF TRUSTEES ACTION I-1
Approval Date: September 13, 2016

Resolution

Approval to adopt the updated Student Code of Conduct at Bergen Community College

Submitted By

Dr. Naydeen Gonzalez-De Jesus, Vice President of Student Affairs
Ms. Rachel Lerner Colucci, Dean of Student Life & Conduct
Mr. Ian Wolf, Coordinator of Student Conduct

Action Requested

To approve the updates for the Student Code of Conduct and implement for the 2016-2017 academic year at Bergen Community College.

Justification

As a part of our annual review and editing process, the proposed changes to the *Student Code of Conduct* have been made to update the *Student Code of Conduct* as follows:

1. Titles and locations were updated to reflect accurate and current titles and locations. Throughout the *Code*, the titles of Dean of Student Life & Conduct and the Office of Student Conduct replaced the old titles of Dean of Student Life & Judicial Affairs and Office of Judicial Affairs.
2. No changes were made to fundamental content of the following sections:
 - a. **Student Code of Conduct,**
 - b. **Core Values,**
 - c. **Definitions,**
 - d. **Authority,**
 - e. **Violations of the Law and this Code,**
 - f. **Special Provisions,**
 - g. **Standards of Conduct,**
 - h. **Statement of the Rights of the Alleged Victim,**
 - i. **Statement of the Rights of the Victim of Sexual Assault (in accordance with the Campus SaVE Act of 2014), and**
 - j. **Statement of the Rights of the Respondent**
3. The *Code* was edited/re-organized in an effort to make it more user-friendly and flow more effectively.
 - a. The reporting an academic integrity violation section was relocated to the process section on "Reporting" for consistency.
 - b. The sanctions for academic integrity violations were added to the Remedies and Sanctions section of the *code*.

4. The sanction of “other education sanction” was added to allow for additional developmental sanctions and to incorporate a restorative justice perspective in Bergen Community College’s student conduct process.
5. Language addressing considerations for sanctions was added to clearly articulate our philosophy on assigning student conduct sanctions in a development process.
6. These edits and additions will assist our student, faculty, staff and community members in understanding the code as well guide our training of Review Board members.

- I. Student Code of Conduct**
 - Core Values of Student Conduct at Bergen Community College
 - Definitions
- II. Authority**
- III. Violations of the Law and This Code**
- IV. Special Provisions**
- V. Standards of Conduct**
 - A. Conduct Demonstrating a Lack of Integrity, Generally
 - B. Conduct Demonstrating a Lack of Academic Integrity
 - C. Failure to Adhere to the College's Code of Fairness
 - D. Actions Detrimental to the College Community
 - E. Actions Exhibiting a Lack of Respect for Fellow Students, Property, Faculty and/or Staff
 - F. Reckless, Irresponsible and Criminal Conduct
- VI. Statement of the Rights of the Alleged Victim**
- VII. Statement of the Rights of the Victim of Sexual Assault (in accordance with the Campus SaVE Act of 2014)**
- VIII. Statement of the Rights of the Respondent**
- IX. Student Code of Conduct Process and Procedures**
 - 1. Reporting an Incident
 - 2. Reporting a Student for an Academic Integrity
 - 3. Initial Investigation
 - 4. Student Conduct Conference
 - 5. Student Conduct Hearing
 - 6. Appeal Procedures

STUDENT CODE OF CONDUCT

I. Student Code of Conduct

Bergen Community College, in this *Code* will be referred to as the College, is committed to providing a campus environment that is conducive to academic inquiry in the College tradition. The College is a comprehensive, educational institution that exists to foster inquiry and public discourse. Student members of the College community are expected to abide by certain standards of conduct that form the basis of the Student Code of Conduct [this *Code*] and ensure that their visitors do likewise. These standards are embodied within a set of core values that include *integrity, fairness, respect, community, and responsibility*. When students fail to adhere to this *Code*, College or community standards, appropriate proceedings may be initiated under this *Code* to address the failure and its consequences.

This *Code* is provided to give students a general notice of prohibited conduct. This *Code* has not been designed to set forth an exhaustive list of misconduct, but to establish behavioral guidelines. It is the responsibility of all students to become familiar with this *Code*.

Core Values of Student Conduct at Bergen Community College

- Integrity: Bergen Community College students exemplify honesty, honor and a respect for the truth in all of their dealings.
- Fairness: Bergen Community College students are fair, just and equitable in their treatment of all members of the community and act to discourage and/or intervene to prevent unfair, unjust and inequitable behaviors.
- Respect: Bergen Community College students show positive regard for each other, for property and for the community.
- Community: Bergen Community College students built and enhance their community
- Responsibility: Bergen Community College students are given and accept a high level of responsibility to self, to others, and to the community.

Definitions

Respondent - any student who has been accused of an act or misconduct as prohibited by this *Code*.

Administrative hearing- a meeting held by the Dean of Student Life & Conduct or his/her designee with the Respondent.

Administration or staff - any person who currently holds a non-faculty appointment within the College.

Business day - any day when the College offices are open for business.

College - the College and all of its campuses, divisions and programs.

College Advisor - a member of the College community, who is not an attorney and not related to the student going through the process, who has been selected by a respondent or by a Complainant to assist him/her in hearings or conferences conducted in accordance with this *Code*.

College grounds or premises - buildings or grounds, used, owned, leased, operated, controlled or supervised by the College.

College sponsored activity - a College sponsored activity means any academic, athletic, co-curricular, extra-curricular or other activity on or off-campus, which is initiated, aided, authorized or supervised by the College.

Complainant - the initiator of the complaint alleging an act or misconduct which may constitute a violation of this *Code*.

Hearing Panel - a group that is comprised of no less than three nor more than five members of the Community Standards Review Board.

Community Standards Review Board - a group of not less than ten nor more than twenty members of the College community who are appointed by the Coordinator of Student Conduct or such other person as designated by the Vice President of Student Affairs, which members of the group shall be appointed to a hearing panel to hear conduct referrals relating to alleged violations of the Student Code of Conduct, except for alleged violations of the Standards of Academic Integrity.

Member of the Community Standards Review Board - a student or employee of the College that has applied for, been trained by the Dean of Student Life & Conduct, or such other person designated by the Vice President of Student Affairs, to hear conduct referrals relating to alleged violations of the Student Code of Conduct.

Chief Conduct Officer - the Dean of Student Life & Conduct or such other person as the Vice President of Student Affairs may designate.

Conduct Referral – all incidents are entered through Maxient, the College Conduct web based software System. Reports can be completed online through the Office of Student Conduct webpage or in person at the Office of Public Safety, L-154. The incident report includes a description of alleged misconduct and all information pertaining to the event..

Faculty - any person who holds a current academic appointment within the College.

Member of the College Community - any student, faculty, administrator or staff member of the College or visitor to the College.

Student - all persons taking courses at the College, full-time, part-time and non-degree pursuing undergraduate, professional studies, or continuing education, without regard to the physical location of the course, including off-campus sites or through distance learning. Persons who are not officially enrolled for a particular term, but who have a continuing relationship with the College are considered students.

Student Conduct Conference - a meeting held by the Dean of Student Life & Conduct and/or his designee with the Respondent forty-eight (48) hours prior to the Respondent student's scheduled hearing before the Community Standards Review Board to outline the hearing process.

Student Organization - a College-recognized group of Bergen students meeting the criteria for group registration or recognition established by the Office of Student Life.

Victim - a member of the College community who alleges that he/she has suffered personal harm or injury as an alleged violation(s) of this *Code*.

II. Authority Violations of the Law and This Code

The Board of Trustees at Bergen Community College has adopted by appropriate resolution the terms and provisions of this Code of Student Conduct and, by the adoption of this Code of Student Conduct, has empowered the employees and Boards referenced herein to enforce the terms and provisions set forth.

The College maintains the right to take all necessary and appropriate action to protect the health, safety and welfare of the employees, students and visitors to the College campus community. This *Code* may be applied to conduct that takes place during the time a person is enrolled as a student, including during intra-semester breaks and between semesters. Further, this *Code* applies to members of the College community as defined, whose host may be held accountable for the misconduct of their guests. Sanctions for violations by visitors and guests may include but not be limited to a warning, Campus-Wide No Trespass and referral to the Department of Public Safety and Bergen County Police. Visitors to and guests of the College are also protected by this *Code*, and may initiate grievances for violations of this *Code* committed by members of the College community against them. The College may address misconduct that occurs prior to, but is not reported until after, the graduation of the offending student, as long as the misconduct is reported within six months of its occurrence. Otherwise, there is no time limit on reporting of violations of this *Code*, as long as the offending student is still enrolled at the College. Those who are aware of misconduct are encouraged to report it as quickly as possible to the Office of Student Conduct. The Dean of Student Life & Conduct and/or his/her designee is responsible for overseeing processes related to the implementation of this *Code*.

Students at the College are provided annual notification that explains how they may access this *Code* on the College Web site. The printed document is also available, upon

request, in the Office of Student Conduct, (1st Floor of the Pitkin Education Building). Incident reports can be filed with the Office of Public Safety (L-154) and the Office of Student Conduct. Incident reports can also be filed online via Maxient, the College's web based conduct software management system. The link to the online reporting form can be found online under the Office of Student Conduct website. The completed form arrives electronically for the Office of Student Conduct to review. Please note that if the form is not completed in its entirety, the Office of Student Conduct may be limited in its ability to investigate and address the incident. Students are charged with the responsibility to read and to abide by the provisions of this *Code* and the authority of the student conduct process. This *Code* and the student conduct process apply to the conduct of individual students and College recognized student organizations. Because this *Code* is based on shared values, it sets a range of expectations for the student no matter where or when their conduct may take place. Therefore, this *Code* applies to conduct that takes place on the campus, at College-sponsored events, and off campus, when the administration determines that the off campus conduct affects a substantial College interest. A substantial College interest is defined to include:

- Violations of local ordinance, state or federal law, including repeat violations of any local ordinance, state or federal law committed in the municipality where the College is located.
- Actions which may present a danger or threat to the health or safety of him/herself or others.
- Actions which significantly impinge upon the rights, property or achievements of self or others or significantly breach the peace and/or cause social disorder.
- Actions which are detrimental to the educational interests of the College.

III. Violations of the Law and This Code

Violations of local ordinances, state and federal laws are offenses under this *Code* even where those violations are not explicitly prohibited by this *Code*. Where such offenses occur off campus, the College may institute proceedings upon the decision of the Dean of Student Life & Conduct that the conduct affects a substantial interest of the College. The College may institute proceedings against a student charged with violation of federal, state, or local laws without regard to the existence or possibility of civil or criminal legal proceedings. It is the policy of the College to investigate all incidents under this process in a timely manner internally, rather than to delay campus proceedings for external criminal and/or civil proceedings arising from the same misconduct.

This *Code* also applies to acts which constitute violations of the law and this *Code*. Any action at the College during the pendency of an administrative, civil and/or criminal proceedings arising out of the same or other events shall not be the subject to challenge

on the ground that criminal charges are pending, dismissed or reduced. The filing of a complaint with the College does not preclude any member of the College community from seeking civil or criminal redress.

IV. Special Provisions

a. Attempted violations

In most circumstances, the College will treat attempts to commit any of the violations listed in this *Code* as if those attempts had been completed.

b. College as Complainant

As necessary, the College reserves the right to initiate a complaint, to serve as complainant, and to initiate conduct proceedings without a formal complaint by the victim of misconduct.

c. False Reports

The College will not tolerate intentional false reporting of incidents. It is a violation of this *Code* to make an intentionally false report of any policy violation, and it may also violate state criminal statutes and civil defamation laws.

d. Group Violations

When members of groups, individuals acting collusively, or members of an organization act in concert in violation of any policy, they may be held accountable as a group, and a hearing may proceed against the group as joint Respondent students. In any such action, however, determinations will be made with respect to the involvement of each accused individual.

e. Amnesty for Victims

The College encourages the reporting of crimes and violations of this *Code* by victims. Sometimes, victims are hesitant to report to college officials because they fear that they may be accused of policy violations, such as underage drinking at the time of the incident. It is in the best interests of this community that as many victims as possible choose to report to College officials. To encourage reporting, the College pursues a policy of offering victims of severe conduct offenses amnesty from policy violations related to the incident.

f. Good Samaritan

In a community, students are encouraged to help other members of the community who are in need; to be Good Samaritans. When a student has assisted an intoxicated student in procuring campus safety and/or professional medical assistance at Health Services, or any other healthcare facility, neither the intoxicated student nor the individual(s) who assist them will be subject to formal action through this process for (a) being intoxicated, or (b) having provided that person alcohol an/or drugs. This applies only to first-time, isolated incidents, and

does not excuse or protect those who flagrantly or repeatedly violate college alcohol and/or drug policies.

g. Parental Notification

The College reserves the right to notify parents/guardians of any student whose conduct is deemed to be in violation of this *Code*. The College reserves the right to notify all law enforcement agencies of any breach the provisions of this *Code* involving alcohol, drugs or any other act that is a danger to the health, safety and well-being of any member of the College community. The College also reserves the right to designate which college officials have a need to know about individual conduct complaints pursuant to the Family Educational Rights and Privacy Act (FERPA).

h. Notification of Outcomes

The outcome of a hearing is part of the educational record of the Respondent student, and is protected from release under a federal law, FERPA. However, the College observes the legal exceptions as follows:

1. Complainants in sexual misconduct and sexual harassment incidents have an absolute right to be informed of the outcome and sanctions of the hearing, in writing, without condition or limitation.
2. The College may release publicly the name, nature of the violation and the sanction for any student who is found in violation of a College policy that is a "crime of violence," including: arson, burglary, robbery, criminal homicide, sex offenses, assault, destruction/damage/vandalism of property and kidnapping/abduction. The College will also release this information to the complainant in any of these offenses regardless of the outcome.
3. The College may also release notification of outcomes to any employment agency/entity requesting disciplinary records of the student as long as permission has been granted, in writing, by the student who breached the *Code*.

i. Defenses

It has become common for students accused of policy violations to try to defend their actions with excuses, such as prescription drug interactions, self-defense, disabilities, etc. The College's policy on defenses is clear. Defending your actions could be admission of a violation of policy. "Yes, we fought, but he started it" still means you had a fight, and that violates this *Code*. Taking someone's property under the influence of an anti-depressant, is still taking someone else's property. While your defense will not excuse your actions, the College will take the legitimacy of your defense into consideration in addressing the proper sanction. If

you were not the aggressor in a fight, you may still be sanctioned, but your sanction may be lesser than the sanction of the person who started the fight.

j. Misconduct Online

Students are advised that behavior online can be the subject to disciplinary action as if such conduct took place face-to-face. Online harassment, bullying, threats or similar conduct, will not be tolerated and any student that violates this policy will be subject to disciplinary action. Students must be aware that social media postings are in the public sphere, and are not private. These postings can subject a student to allegations of conduct violations, if evidence of policy violations is posted online. The College will take action if and when such information is brought to the attention of the College.

V. Standards of Conduct

A. Conduct Demonstrating a Lack of Integrity, Generally

Students are required to exemplify honesty, integrity and a respect for truth in all of their dealings. Behavior that demonstrates a lack of integrity includes, but is not limited to:

1. Acts of dishonesty, which include:

- Furnishing false written or oral information to any College official, faculty member or office;
- Forgery, alteration, destruction or misuse of any College document, record, timesheets or instrument of identification including but not limited to College and College related material such as academic forms, files, transferring, course registration document, records, identification cards or other documents. Students may also be subject to criminal charges in the event a violation of the policy is found;
- Tampering with the election of any College registered student organization;
- Causing, condoning, or encouraging the completion of any College record, document or form dishonestly;
- Initiating a false report or warning of fire, explosion, bomb threat, or other emergency; or
- Engaging in deceptive practices such as concealment, distortion of the truth for the purpose of misleading others, duplicity, fraud, or cheating.

2. Knowingly presenting a worthless check or forging a money order in payment to the College or to a member of the College community acting in an official capacity, or failure to make satisfactory arrangement for the settling of accounts with the College.

3. Violations of positions of trust or authority within the community.
4. Misuse or unauthorized use of the College or organizational names and images.
5. Theft, attempted theft, robbery, bribery, extortion, misappropriation of funds or property and/or possession of stolen property, which include, but is not limited to:
 - Knowingly possessing stolen property;
 - Damaging items rented, leased, or placed on the campus at the request of the College;
 - Selling or attempting to sell textbooks unless the seller is the owner of the textbook or has the permission of the owner to do so; or
 - Taking, attempting to take, or keeping items belonging to the College.

B. Conduct Demonstrating a Lack of Academic Integrity

Students are required to exemplify Academic Integrity in all of their dealings and interactions. Bergen Community College is committed to academic integrity-the honest, fair, and continuing pursuit of knowledge, free from fraud or deception.

Students are responsible for their own work. Faculty and academic support services staff will take appropriate measures to encourage academic honesty.

Behavior that demonstrates a lapse in Academic Integrity includes, but is not limited to:

1. Use of unauthorized assistance in any academic work, such as:
 - Copies from another student's work;
 - Uses notes, books, electronic devices or other aids of any kind during an exam, when doing so is prohibited; or
 - Steals an exam or possesses a stolen copy of any exam.
2. Giving unauthorized assistance to another student, such as:
 - Completing a graded academic activity or takes an exam for someone else;
 - Giving answers to or shares answers with another student before or during an exam or other graded academic activity; or
 - Sharing answers during an exam by using a system of signals.
3. Fabricating data in support of an academic assignment, such as:
 - Citing sources that do not exist;
 - Citing sources that were not used; or

- Submitting any academic assignment which contains falsified or fabricated data or results.
4. Inappropriately or unethically uses technological means to gain academic advantage, such as:
- Inappropriately or unethically acquiring material via the internet or by any other means; or
 - Uses any devices (electronic or hidden) for communication or unauthorized retrieval of information during an exam.
5. Cheating which includes, but is not limited to:
- The use of any unauthorized assistance in taking quizzes, tests, or examinations;
 - The use of sources beyond those authorized by the instructor in writing papers, preparing reports, solving problems, or carrying out other assignments;
 - The acquisition, without permission, of tests or other academic material belonging to a member of the College faculty or staff; and/or
 - Engaging in any other such behavior specifically prohibited by a faculty member in the course syllabus.
7. Plagiarism is a form of academic dishonesty and may be a violation of U.S. Copyright laws. Plagiarism is defined as the act of taking someone else's words, opinions, or ideas and claiming them as one's own. Plagiarism includes, but is not limited to the use, by paraphrase or direct quotation, of the published or unpublished work of another person without full and clear acknowledgment of their authorship. It also includes materials prepared by another person or agency engaged in the selling of term papers or other academic materials.

Examples of plagiarism include instances in which a student:

- Knowingly representing the work of others as his/her own;
- Represents previously completed academic work as current;
- Submits a paper or other academic work for credit, which includes, words, ideas, data or creative work of others without acknowledging the source; and/or
- Uses another author's exact words without enclosing them in quotation marks and citing them appropriately.

*Note: An instructor may establish other guidelines regarding academic integrity consistent with the College policy.

C. Failure to Adhere to the College's Code of Fairness

Students are required to honor fairness and strive for fairness in all their dealings and interactions. Behavior that demonstrates a lapse of fairness includes, but is not limited to:

1. Disruption of College operations, including obstruction of teaching, research, administration, other College activities.
2. Obstruction of freedom of movement by community members or visitors.
3. Abuse, interference or failing to comply in the College processes including any hearings under this *Code*.
4. Abuse of the process and procedures of this *Code* as set forth herein:
5. Failure to follow the Student Code of Conduct process and procedures including but not limited to:
 - Falsification, distortion, or misrepresentation of information;
 - Failure to provide or the destroying or hiding of information during an investigation of an alleged policy violation;
 - Attempting to discourage an individual's proper participation in, or use of, the Student Code of Conduct process and procedures;
 - Harassment (verbal or physical) and/or intimidation of a member of the Hearing Board prior to, during, and/or after a campus conduct proceeding;
 - Failure to comply with the sanction(s) imposed by the hearing board;
 - Failure to respect the dignity and privacy of fellow Bergen Community College members by disclosing confidential information obtained during participation in a review board; or
 - Influencing or attempting to influence another person to commit and abuse the Student Code of Conduct.

D. Actions Detrimental to the College Community

Students are required to honor and value their community in all their dealings and interactions. Behavior that demonstrates a lack of Community includes, but is not limited to:

1. Damage to or littering the College grounds and/or properties owned or leased by the College or a registered student organization including, but not limited to:
 - Misuse of access privileges to College premises or unauthorized entry to or use of buildings, including trespass;
 - Violating the No Smoking policy;
 - Driving motor vehicles on lawn or grounds without permission;
 - Failure to clean up sidewalk chalk;

- Failure to maintain an organization's facilities and/or surrounding property; or
- Vandalism, the causing of damage to the property of another or to the College.

2. Unauthorized entry or use of the College property including the possession, use, or duplication of keys or other methods of controlled access such as ID or access cards or codes.

3. Intentional and unauthorized taking of the property of the College or personal property of a member of the College community.

4. Disruption or obstruction of teaching, research, administration, other College activities, including its public service functions on or off campus, or of other authorized non-College activities when the conduct occurs on College premises.

Examples of this include, but is not limited to:

- Unruly classroom behavior;
- Obstruction of the free flow of pedestrian or vehicular traffic on College premises or at College sponsored or supervised functions;
- Participating in an on-campus or off-campus demonstration, riot or activity that disrupts the normal operations of the College and/or infringes on the rights of other members of the College community; or
- Leading or inciting others to disrupt scheduled and/or normal activities within any campus building or area.

5. Inappropriate use of College computing resources as stated in the Policy on Information Technology, including misuse of the College computing facilities, equipment, network, passwords, accounts or information. Students who connect their personal computers to the campus network will be held responsible for any violation of this policy that originates from that computer. Examples of misuse include:

- Use of computing facilities to send harassing or abusive messages;
- Use of computing facilities to interfere with the work of other community members;
- Unauthorized access to a file or personal or group account;
- Use of computing facilities to interfere with normal operation of the College computer system;
- Anonymous or forged network news articles or E-mail messages;
- Disk usage over the allotted limit without prior approval;
- Unauthorized transfer of a file;

- Unauthorized use of another individual's identification and password;
- Making copies of copyrighted computer software when no written authority to copy the software has been granted; or
- Gambling.

6. Constructive or actual possession and/or illegal use of firearms, other potentially dangerous items that may be used as weapons (including, but not limited to BB/pellet guns, slingshots, and sharp edged instruments, such as hatchets when used as weapons) and/or inherently dangerous or explosive materials including fireworks. Boxcutters, if required for class, will be maintained in the classroom by the instructor (as should similarly intended supplies).

7. Having animals on campus except as may be required for a class or as service animals.

E. Actions Exhibiting a Lack of Respect for Fellow Students, Property, Faculty and/or Staff

Students are required to show respect for each other, for property and for the community in all their dealings. Behavior that demonstrates a lack of respect includes, but is not limited to:

1. Assault or attempted assault, which may include hazing, physical abuse or injury of any individual.
2. Threat, verbal assault, abuse or physical obstruction of any individual. Such behavior includes verbal or physical disruption or obstruction of teaching, research or disciplinary proceedings of any individual, office or authorized College activity. Intimidation (implied threats) or coercion (pressuring another unreasonably until an act is not truly voluntary).
3. Discriminatory harassment including speech, actions or conduct which has the effect of depriving a member of the community of educational or employment access, enjoyment, benefits or opportunities.
 - For offensive or annoying behavior to rise to a level of a code violation, such behavior must have the potential to cause a deprivation of the civil rights of a member of a protected class.
 - Protected classes at the College include gender, race, color, religion, age, national origin, ethnicity, disability, veteran's status, sexual orientation, and pregnancy status.
4. Bullying is prohibited at the College. The State of New Jersey defines bullying as: activities of harassment, intimidation, or bullying which includes any gesture, any written, verbal or physical act, or any electronic communication, whether it be a single incident or a series of incidents, that is reasonably, perceived as being motivated either by any actual or perceived characteristic, such as race, color,

religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or a mental, physical or sensory disability, or by any other distinguishing characteristic, that takes place on school property, at any school-sponsored function, on a school bus, or off school grounds as provided for in N.J.S.A..18A:37-15.3 that substantially disrupts or interferes with the orderly operation of the school or the rights of other students.

5. Bullying by electronic communication is also prohibited by the College. The State of New Jersey defines “electronic communication” as a means a communication transmitted by means of any electronic device, including, but not limited to, a telephone, cellular phone, computer, or pager. Violations of this *Code* may result in college suspension, college expulsion, withholding a degree, revocation of admission and/or degree .

State of New Jersey’s Anti-Bullying Bill of Rights Act

In compliance with the State of New Jersey’s “Anti-Bullying Bill of Rights Act”, the College will maintain zero-tolerance towards behavior involving harassment, intimidation, and/or bullying of any kind that is directed to students, members of the College community, and/or visitors. Harassment, intimidation and/or bullying includes but is not limited to any gesture, written, verbal or physical act, or any electronic communication that targets another individual and/or that is reasonably perceived as being motivated either by any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or a mental, physical or sensory disability, or by any other distinguishing characteristic, that takes place on or with college property or at any College sponsored function. A reasonable person should know, under the circumstances, that the above identified behavior will have the effect of physically or emotionally harming a student, staff person or visitor or damaging the student, staff person or visitor’s property, or placing a student, staff person or visitor in reasonable fear of physical or emotional harm to his/her person or damage to his/her property; or has the effect of insulting or demeaning any student or group of students, staff person or visitor in such a way as to cause disruption in, or interference with, the orderly operation of the College; or creates a hostile environment for the student, staff person or visitor at the College; or infringes on the rights of the student, staff person or visitor at the College.

To report any form of bullying, students must contact the Dean of Student Life & Student Conduct immediately. Contact information is available by accessing the online staff directory and/or by visiting the Office of Student Conduct located on the 1st floor of the Pitkin Building—in the Paramus Campus.

5. Hazing, which includes behavior that endangers the mental or physical health of a student as a condition for initial or continued affiliation with any group, regardless of either the lack of intent to endanger the student or the student's own willingness to participate. The expressed or implied consent of the victim will not be a defense. Apathy or acquiescence in the presence of hazing are not neutral acts and constitute violations of this rule.

6. Domestic Violence which includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person cohabitating with or has cohabitated with the victim on the basis of an intimate relationship between the two, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

7. Dating Violence means violence committed: (a) by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and (b) where the existence of such a relationship will be determined in consideration of the following factors:

- The length of the relationship;
- The type of relationship; and
- The frequency of interaction between the persons involved in the relationship.

8. Stalking which includes engaging in a course of conduct directed toward a specific person that would cause a reasonable person to: (a) fear for his or her safety or the safety of others; or b) suffer substantial emotional distress. Stalking is defined as repetitive, menacing pursuit, following, harassment and/or interference with the peace and/or safety of a member of the community; or c) disregarding the safety of a person's immediate family members or community with the intent of annoying or alarming that person or placing that person in reasonable fear for his/her safety.

9. Sexual misconduct, including:

A. Sexual Harassment:

- unwelcome, gender-based verbal or physical conduct that is,
- sufficiently severe, pervasive and objectively offensive so that it,
- unreasonably interferes with, limits or deprives someone of the ability to participate in or benefit from the College's education program and/or activities, and is
- based on power differentials (*quid pro quo*), that creates a hostile environment, or retaliation.
- Examples include: an attempt to coerce an unwilling person into sexual relationship; to repeatedly subject a person to egregious,

unwelcome sexual attention; to punish a refusal to comply with a sexual based request; to condition a benefit on submitting to sexual advances; sexual violence; intimate partner violence, stalking; gender-based bullying.

B. Non-Consensual Sexual Contact:

- any intentional sexual touching,
- however slight,
- with any object,
- by one person upon another person
- that is without consent and/or by force.
- Examples include: Intentional contact with the breasts, buttock, groin, or genitals, or touching another with any of these body parts, or making another touch you or themselves with or on any of these body parts; any intentional bodily contact of a sexual manner.

C. Non-Consensual Sexual Intercourse:

- any sexual intercourse,
- however slight,
- with any object,
- by one person upon another person
- that is without consent and/or by force.
- Intercourse includes: Vaginal penetration by a penis, object, tongue or finger, anal penetration by a penis, object, tongue, or finger, and oral copulation (mouth to genital contact or genital to mouth contact), no matter how slight the penetration or contact.

D. Sexual Exploitation:

- Occurs when a student takes non-consensual or abusive sexual advantage of,
- Another for his/her own advantage or benefit,
- Or to benefit or advance anyone other than the one being exploited,
- And that behavior does not otherwise constitute one of other sexual misconduct offenses.
- Examples include: invasion of sexual privacy; prostituting another student; non-consensual video or audio-taping of sexual activity; going beyond the boundaries of consent (such as letting your friends hide in the closet to watch you having consensual sex);

engaging in voyeurism; knowingly transmitting a sexually transmitted disease or the Human Immunodeficiency Virus to another student; exposing one's genitals in non-consensual circumstances; inducing another to expose their genitals; sexually-based stalking and/or bullying may also be forms of sexual exploitation.

E. The Use of Force and Coercion:

- Force is the use of physical violence and/or imposing on someone physically to gain sexual access. Force also includes threats, intimidation (implied threats) and coercion that overcome resistance or produce consent ("have sex with me or I'll hit you." "Okay, don't hit me, I'll do what you want.")
- Coercion is unreasonable pressure for sexual activity. Coercive behavior differs from seductive behavior based on the type of pressure someone uses to get consent from another. When someone makes clear to you that they do not want sex, that they want to stop, or that they do not want to go past a certain point of sexual interaction, continued pressure beyond that point can be coercive.

F. Incapacity of the Victim:

- Sexual activity with someone who one knows to be, or based on the circumstances should reasonably have known to be, mentally or physically incapacitated (by alcohol or other drug use, unconsciousness or blackout), constitutes a violation of this policy.
- Incapacitation is 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, sleep, involuntary physical restraint, or from the taking of rape drugs. Possession, use and/or distribution of any of these substances, including Rohypnol, Ketamine, GHB, Burundanga, etc. is prohibited, and administering one of these drugs to another student is a violation of this policy. More information on these drugs can be found at <http://www.911rape.org/>.
- Use of alcohol or other drugs will never function as a defense for any behavior that violates this policy.
- Any act of a sexual nature, such as but not limited to, sexual harassment, non-consensual sexual contact and/or intercourse, is not allowed on college premises.

- or any substance used to incapacitate an individual. For information on rape drugs visit: <http://www.911rape.org/>.

G. Lewd or obscene conduct:

- Public urination
- Sexual acts performed in public
- Surreptitiously taking pictures of another person in a gym, locker room, or restroom
- Streaking
- Possession or distribution of pornographic material
- Possession or distribution of any obscene materials, as defined by the standards of the College community.

H. The Defense of Consent:

- Consent is clear, knowing and voluntary. Consent is active, not passive. Silence, in and of itself, cannot be interpreted as consent. Consent can be given by words or actions, as long as those words or actions create mutually understandable clear permission regarding willingness to engage in (and the conditions of) sexual activity.
- Consent to any one form of sexual activity cannot automatically imply consent to any other forms of sexual activity.
- Previous relationships or prior consent cannot imply consent to future sexual acts.
- Consent is only effective if given by an individual must be of legal age, 18 years or older.
- There is no requirement that a party resist the sexual advance or request, but resistance is a clear demonstration of non-consent. The use of force is not demonstrated by the absence of resistance. Sexual activity that is forced is by definition non –consensual, but non-consensual sexual activity is not by definition forced.

10. Inappropriate conduct, which is disorderly, disruptive, or indecent while on campus or at functions sponsored by, or participated in by, the College.

11. Failure to follow procedures for College events held on or off-campus.

12. Verbal assault or abuse to, interference with or noncompliance to campus public safety officer(s) or other College officer(s) while they are acting in performance of their duties on College premises.

13. Failure or refusal to produce a College identification card upon demand by a security officer or other official of the College acting on his/her official capacity or an officer of the law.

14. Violation of any College policy, rule, or regulation published in hard copy or available electronically on the College website.

15. Smoking in any College building or areas designated as non smoking. Bergen Community College is a smoke free campus.

F. Reckless, Irresponsible and Criminal Conduct

Students are given and required to accept a high level of responsibility as role models in all their dealings. Behavior that demonstrates a lapse of responsibility includes, but is not limited to:

1. Intentionally or recklessly causing a fire which damages the College or personal property, or which causes injury to any member of the community.
2. Failure to follow fire safety procedures.
3. Misusing, damaging or tampering with fire safety equipment.
4. Intentionally or recklessly obstructing a fire exit in any College building.
5. Failure to comply with the directions of College officials and/or failure to identify oneself to these persons when requested to do so.
6. Failure to discourage a known and obvious violation of the College policy or public law; Assisting in violation of the College policies or public laws.
7. The knowing failure of any organized group to exercise preventive measures relative to violations of this *Code* by members.
8. Use, possession, manufacture, sale, purchase, transportation, and/or distribution of alcoholic beverages while on College premises. Use, possession, manufacture, sale, purchase, transportation, and/or distribution of narcotics, or other controlled dangerous substances, as well as drug paraphernalia, and/or abuse of prescription medications and drugs. For the purposes of this *Code*, distribution is determined by the quantity of drugs, means and materials for distribution. Please see the full policy on illicit drugs in The Student Handbook.
9. Operating a business. State property or facilities may not be used for personal profit, sale, and/or solicitation. Use of any facilities is prohibited unless participating in a College sanctioned event. This includes, but is not limited to, the commercialization of rooms or participation in a plan for the use of any space for gambling or to solicit students or patrons for private businesses.
10. Violation of federal, state or local laws.

VI. Statement of the Rights of the Alleged Victim

The following is a non-exclusive list of rights that belong to any victim. The following list is intended to supplement any and all other rights that a victim may have at law and is not intended to replace or supercede any legal rights.

- The right to an investigation and resolution of all credible complaints of sexual misconduct made in good faith to College administrators.
- The right to be treated with respect by College officials.
- The right to have the same opportunity to have others present (in support or advisory roles) during a hearing before the community standards review board. Please be advised that the Respondent also has this right.
- The right not to be discouraged by College officials from reporting an assault to both on-campus and off-campus authorities.
- The right to be informed of the outcome and sanction of any hearing before the Community Standards Review Board involving sexual assault, usually within twenty-four (24) hours of the end of the hearing.
- The right to be informed by College officials of options to notify proper law enforcement authorities, including campus and local police and the option to be assisted by campus authorities in notifying such authorities, if the student so chooses. This also includes the right not to report an incident at the victim's discretion.
- The right to be notified of available counseling, mental health or student services for survivors of sexual assault, both on campus and in the community.
- The right to receive notification of all reasonably available assistance in changing academic situations after an alleged sexual assault incident, if so requested by the victim (no formal complaint or investigation, campus or criminal, need occur before this option is available).

Accommodations may include but are not limited to:

- Change of an on-campus student to a different on-campus location;
- Assistance from College support staff in completing the relocation;
- Rescheduling of exams or term papers;
- Taking an incomplete in a class;
- Transferring class sections;
- Temporary leave;
- Alternative course completion options.
- The right not to have irrelevant prior sexual history admitted as evidence in a campus hearing.
- The right **not** to have any complaint of sexual assault mediated (as opposed to adjudicated).
- The right to make a victim-impact statement at the Student Conduct Hearing and to have that statement considered by the Community Standards Review Board during determinations.

- The right to a campus no contact order against another student who has engaged in or threatens to engage in stalking, threatening, harassing or other improper behavior that presents a danger to the welfare of the complaining student or others.
- The right to have complaints of sexual misconduct responded to quickly and with sensitivity by campus law enforcement.
- The right to appeal a determination of the Community Standards Review Board in accordance with the standards for appeal established by the College.
- The right to review all documentary evidence available regarding the complaint, subject to the privacy limitations imposed by state and federal law, at least forty-eight (48) hours prior to the hearing.
- The right to be informed of the names of all witnesses who will be called to give testimony, within forty-eight (48) hours of the hearing, except in cases where a witness' identity will not be revealed to the respondent for compelling safety reasons (this does not include the name of the victim/complainant, which will always be revealed).
- The right to preservation of privacy, to the extent possible and allowed by law.
- The right to a hearing closed to the public.
- The right to petition that any member of the Community Standards Review Board be removed on the basis of demonstrated bias.
- The right to bring a victim advocate or advisor to all phases of the investigation and Student Conduct Hearing.
- The right to the assistance of an advisor of his/her choice. The advisor may not be an attorney, a member of the student's family or anyone outside the College community. The advisor does not address the Community Standards Review Board or speak for the student at any time during the hearing. The advisor and student may confer during the hearing. The advisor's role is to assist the student in understanding and clearly responding to the committee's questions and in making the points related to his/her case. The advisor also may assist the student in preparing his/her opening statement for the hearing. The advisor's intended role should not be solely moral support.
- The right to give testimony in a hearing before the Community Standards Review Board by means other than being in the same room with the Respondent.
- The right to ask the investigators to identify and question relevant witnesses, including expert witnesses.
- The right to be fully informed of campus conduct rules and procedures as well as the nature and extent of all alleged violations contained within the complaint.

- The right to have the College compel the presence of student, faculty and staff witnesses, and the opportunity (if desired) to ask questions, directly or indirectly, of witnesses (including the respondent), and the right to challenge documentary evidence.
- The right to be present for all testimony given and evidence presented before the conduct body.
- The right to a hearing panel comprised of representatives of both genders.
- The right to have the College policies and procedures followed without material deviation.
- The right to be informed in advance of any public release of information regarding the complaint.
- The right not to have released to the public any personally identifiable information about the complainant, without his or her consent.

VII. Statement of the Rights of the Victim of Sexual Assault (in accordance with the Campus SaVE Act of 2014)

NEW JERSEY CAMPUS
SEXUAL ASSAULT VICTIM'S
BILL OF RIGHTS
(PURSUANT TO P.L. 1994 CHAPTER 160)

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 College 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 non-consensual sexual contact, respect for the individual and human dignity are of paramount importance.

The State of New Jersey recognizes that the impact of violence on its victims and the surrounding community can be severe and long lasting. Thus, it has established this Bill of Rights to articulate requirements for policies, procedures and services designed to ensure that the needs of victims are met and that the Colleges in New Jersey create and maintain communities that support human dignity.

Bill of Rights

The following rights shall be afforded to victims of sexual assault that occur:

- On College Campus, and
- Where the victim or alleged perpetrator is a student of the College, and/or
- When the victim is a student involved in an off-campus sexual assault

1. The right to be free from any suggestion that victims must report the crimes to be assured of any other right guaranteed under this policy.
2. The right to have any allegations of sexual assault treated seriously; the right to be treated with dignity.
3. The right to be free from any suggestions that victims are responsible for the commission of crimes against them.
4. The right to be free from any pressure from campus personnel to:
 - Report crimes if the victim does not wish to do so
 - Report crimes as lesser offenses than the victim perceives the crime to be
 - Refrain from reporting crimes
 - Refrain from reporting crimes to avoid unwanted personal publicity.
5. The right 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 reporting to campus or civil authorities.
6. The right to have access to campus counseling under the same terms and conditions as apply to other students in their institution seeking such counseling.
7. The right 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
 - Any rights that may be provided by law to compel and disclose the results of testing of sexual assault suspects for communicable diseases.
8. The right to be afforded the same access to student conduct procedures as the Respondent.
9. The right to be afforded the same opportunity to have others present during any campus disciplinary proceeding that is allowed to the respondent.
10. The right to be notified of the outcome of the sexual assault disciplinary proceeding against the respondent.
11. The right to require campus personnel to take reasonable and necessary actions to prevent further unwanted contact of victims by their alleged assailant(s).
12. The right to be notified of the options for and provided assistance in changing academic situations if such changes are reasonably available.

Legal Rights

13. The right 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
14. The right to receive full and prompt cooperation and assistance of campus personnel in notifying the proper authorities
15. The right 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

What actions can be taken following sexual assault?

- **Medical**

If a sexual assault occurs, it is advisable not to bathe, shower, douche, change clothing, eat, drink, smoke, or urinate immediately. It is advisable to seek a medical examination quickly to collect evidence, should the victim wish to take legal action presently or in the future. Immediate medical attention is also important for physical injuries, sexually transmitted diseases and pregnancy.

It is also advisable to have an HIV test done separately from the medical exam, at an HIV Testing site, where HIV tests are done confidentially, anonymously, and free of charge.

- **Emotional**

Counseling can be obtained to help the victim to deal with the emotions and to regain a feeling of control over one's life.

- **Legal/Disciplinary**

Criminal charges can be filed through the municipality where the assault occurred. A College complaint invoking the *Code* can be filled with the Office of Student Conduct. Both criminal and college processes may be used simultaneously.

In order for the victim/survivor to regain a feeling of control over her/his life, it is very important that they make the decisions about reporting, medical attention, and counseling. Bergen Community College is committed to making information available so that students can make informed decisions. Talking with someone about the assault does not commit the student to further actions.

Information About Title IX

Title IX is a portion of the Educational Amendments of 1972 (and its implementing regulation at 34 C.F.R. Part 106). Title IX is a federal law which provides that no person in the United States shall, on the basis of sex, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any education program or activity receiving federal

financial assistance. The College does not deny or restrict a student or employee from participating in a program on the basis of sex or gender. Sexual violence includes sexual assault, dating violence, domestic violence, and stalking. Title IX applies to students, staff, faculty, visitors (including minors) and business vendors at the College. Title IX applies to sex discrimination and/or sexual violence which occurs on campus, at College-sponsored events and programs held off-campus and protects against behavior or conduct that may adversely affect the educational environment for members of the College.

VIII. Statement of the Rights of the Respondent

- The right to be present at the hearing.
- The right to be informed of the supporting documents against him or her.
- The right to have adequate opportunity to rebut the documentation.
- The right to present documentation on his or her behalf.
- The right to bring to the hearing a maximum of three witnesses who directly observed the incident. Written, signed and dated statements from any additional witnesses will be accepted in advance of the hearing.
- The right to the assistance of an advisor of his or her choice. The advisor may not be an attorney, a member of the student's family or anyone outside the College community. The advisor does not address the hearing panel or speak for the student at any time during the hearing. The advisor and student may confer during the hearing. The advisor's role is to assist the student in understanding and clearly responding to the committee's questions and in making the points related to his or her case. The advisor also may assist the student in preparing his or her opening statement for the hearing. The advisor's intended role should not be solely moral support.
- The Hearing Panel must conduct the hearing in an impartial manner that shall not be unduly restricted by the legal rules of procedure, evidence and/or discovery.
- If two or more individuals are involved within the same complaint, individual hearings must be permitted when requested by the student.
- If the respondent desires, he or she may submit a written, signed and dated personal statement in advance of the hearing.

IX: Student Code of Conduct Process and Procedures

A. Reporting an Incident

A complaint against a student for violations of this *Code* may be made in writing by anyone who feels this *Code* has been violated. A complaint should be made as soon as possible following the incident. A Complaint Form is available in the Public Safety Office. The complainant should include as much detail of the alleged violation as possible and to the degree possible include specific references to that part of this *Code* that pertains to the complaint.

Incident Reports can also be made online via Maxient, a web based conduct software management system. Once a incident is reported via Maxient the Office of Student Conduct receives the complaint electronically and will contact the involved parties to set up a meeting. Please note that if any information is left blank on the reporting form i.e. reporting student's name, and/or contact information the Office of Student Conduct be limited in its ability to fully investigate the complaint. Information regarding Maxient can be found on the Office of Student Conduct web page and a link to the reporting form is https://publicdocs.maxient.com/reportingform.php?BergenCC&layout_id=1.

The Student Code of Conduct process is different from criminal and civil court proceedings. Procedures and rights in proceedings under this *Code* are conducted with fairness to all, but do not include the same process afforded by the Courts.

The incident report should include:

- Complainant's name, address and telephone number.
- The name of the person who is accused with a violation of *this Code*.
- The date(s) on which the alleged incident occurred.
- The place(s) where the alleged incident occurred.
- A statement describing, in detail, the alleged incident.
- The name, address and telephone number of any witnesses.

In exceptional circumstances, provisions may be made to protect the identity of reporters and witnesses upon request.

B. Reporting a Student for an Academic Integrity

A faculty member who suspects a student in his/her class, or working under his/her direction, of violating *conduct demonstrating a lack of academic integrity* can choose to:

- Submit the report as an "information only" case to request that the incident be kept "on file" for the student, or
- File official charges with the Office of Student Conduct.

Submitting a report for "information only" or to be "kept on file"

- An instructor who has addressed an alleged violation within the context of their course, and/or believes that a student made an unintentional mistake and who does not want to file an official complaint may submit an "information only" report.
- **Filing Official Charges:**
 - The Office of Student Conduct, in collaboration with the Academic Dean, Department Chair and Faculty, will review all complaints submitted against a student to determine whether sufficient evidence for a violation of *conduct demonstrating a lack of academic integrity* exists. If the Dean

determines that the evidence is sufficient, the case will be assigned to a staff member within the Office of Student Conduct.

- The Office of Student Conduct does not investigate incidents. Therefore, some incidents submitted may be referred back to the complainant if additional information is necessary. Once a case is assigned and necessary documentation is received by the office, the student will be notified of the incident, charges, and a meeting time to discuss the resolution of the case.

C. Initial Investigation

Upon receipt of a complaint or College police report, the Dean of Student Life & Conduct will inquire as to the circumstances surrounding the event in question to determine whether there are sufficient grounds to believe that a violation of this *Code* occurred. The Dean of Student Life & Conduct or designee will schedule conferences and obtain a written statement from the complainant, respondent, witnesses and/or other persons directly involved in the incident.

- Based upon the sufficiency of the complaint or report filed, the Dean of Student Life & Conduct or designee may investigate the circumstances surrounding the incident in question and determine whether it warrants an administrative hearing with the Dean of Student Life & Conduct and/or his designee, a hearing before the Community Standards Review Board or referral to the appropriate student conduct process within the College. If the Dean of Student Life & Conduct determines the complaint does not warrant further action, the matter will be closed. Such determinations are appropriate where the complained conduct does not violate this *Code*, and/or when there is insufficient evidence to support a reasonable belief that this *Code* has been violated.
- **Interim Suspension** - Pending the completion of the Dean's investigation and subsequent hearing process, the Dean of Student Life & Conduct is authorized to place a Respondent student on interim suspension for reasons related to his/her physical or emotional safety and well-being, to protect the integrity of the investigation, pending the outcome of a psychological or medical assessment and/or for reasons relating to the safety and well-being of students, faculty, staff, or College property. In some cases, the respondent may be permitted to attend classes but be suspended from all other campus activities. This determination will be made by the Dean of Student Life & Conduct and/or his designee based upon his/her knowledge of the potential threat posed by the respondent student's presence on campus. Whenever such action is taken, a hearing before the community standards review board will be convened within ten (10) business days, unless an extension is agreed upon. The hearing process is outlined below. At the time of an interim suspension, a Temporary Campus-Wide Notice of No Trespass may be issued. These documents identify campus locations and events as off limits to the Respondent until further notice.

Subject to the availability of the respondent, the Dean of Student Life & Conduct or designee will conduct a pre hearing conference prior to imposing an interim suspension. If the student is not available, an interim suspension may be imposed for the safety and security of the student or others until such time the Respondentstudent becomes available. At the student conduct conference, the Respondent student will be given the opportunity to demonstrate to the Dean of Student Life & Conduct or designee a compelling reason (e.g. mistaken identity) why he/she should not be interim suspended pending a hearing before the conduct board.

- **No-Contact Order** – The Dean of Student Life & Conduct may impose a limited or campus-wide No-Contact Order between parties to a complaint when the fear of retaliation and/or harassment may be present. Specific instructions will accompany the No-Contact Order outlining to all parties the expected behavior including face-to-face contact, correspondence, e-mail, instant message or telephone. Friends and relatives are also prohibited from contact on behalf of either party.
- **Notification** – If the Dean of Student Life & Conduct or his/her designee determines there is reasonable cause to believe that a violation of this *Code* has occurred, the Respondent will be notified in writing upon receipt of the complaint. The notification time may be longer if necessary to complete the investigation.

This written notice will include:

- The complaint identifying sections of this *Code* at issue and sanctions that may result;
- A copy of this *Code* and procedures applicable to the complaint;
- A request that the Respondent provide a written explanation of the incident (if no prior statement was obtained); A directive to contact the Office of Student Conduct to schedule a Student Conduct Conference.

D. Student Conduct Conference – The Student Conduct Conference will be administered as follows:

- A. The Dean of Student Life & Conduct or his/her designee will conduct a pre-hearing conference (“Student Conduct Conference”) with the respondent.
- B. At the Student Conduct Conference the Respondent will:
 - Be informed of the information provided to date by the complainant and other persons;
 - Be given an opportunity to raise questions and discuss the information;
 - Be given the opportunity to admit the allegations and accept responsibility for the violation(s);
 - Be given the opportunity to deny the allegations;

- Be informed of the process and possible remedies and sanctions that may result.
- C. As a result of the Student Conduct Conference, the Dean of Student Life & Conduct or his/her designee may:
- Dismiss the complaint;
 - Refer the complaint to the Health and Wellness Office for personal counseling for appropriate follow up including mediation with the complainant;
 - Refer the complaint to the appropriate administrative process within the College;
 - Resolve the complaint informally or impose a remedy and/or sanction that does not warrant suspension or expulsion;
 - Determine that a hearing before the Community Standards Review Board is appropriate. The Dean of Student Life & Conduct may then refer the matter for a Hearing within ten (10) business days.
- D. If the Respondent does not agree with the decision made at the Student Conduct Conference, the Respondent has the right to appeal the decision to the next level administrator within three (3) business days of receipt of the decision letter. The appeal process will be given in writing at the time of the decision letter.

E. Student Conduct Hearing

Notification of a hearing before the Community Standards Review Board will be provided by the Dean of Student Life & Conduct or his/her designee to the complainant and the Respondent student by regular mail to the student's address of record, and student's official email address @mc.bergen.edu account. Delivery is considered to be confirmed when it is sent to the student's account. It is the responsibility of the student to check his/her College email.

The notice will include:

- The name of the complainant;
- The nature of the complaint, including the specific code sections alleged to have been violated, applicable conduct procedures and the sanctions that may result;
- The time and place of the hearing. All hearings before the community standards review board will be scheduled during regular business hours. (9 a.m. – 5 p.m.);
- Notice of the right to have witnesses. It is the responsibility of the complainant and the respondent **to contact his/her witnesses** and arrange for their participation. All student witnesses are required to complete and sign a Family Rights and Privacy Act (FERPA) form. No less than forty-eight (48) hours prior to the hearing, the complainant and Respondent student must provide a list of witness names and a statement of their witness' anticipated testimony if a prior statement has not been given to the Dean;

- Notice of the right to have an advisor. (The advisor may not be a witness at the hearing or otherwise participate in the hearing.);
- Notice of the right to present relevant information;
- The names of others who will be present at the hearing (if known), including the names of the hearing officers;
- Notice that a Document File compiled by the Office of Student Conduct with statements from the complainant, respondent and witnesses and any other documentary information will be available to the respondent, the complainant and their advisors for review at least three (3) days prior to the Student Conduct Hearing. An appointment is required to review the Document File. Copies may be made available upon specific request.

Students should note that disciplinary action may be taken, and sanctions may be imposed, if they fail to attend the Student Conduct Conference or any subsequent hearing. Students who fail to appear after being provided with notice will be deemed to have **pled not responsible to the pending charges**.

A student may submit a written request setting forth good cause to postpone the hearing. Except in emergency situations, no written request for a postponement will be considered unless received at least three (3) business days before the hearing.

Members of the Community Standards Review Board

Hearings before the review board for violations of this *Code* will be conducted by a trained member(s) of the College faculty, staff, or consultant designated by the Office of Student Conduct.

Conduct of the Hearing

The hearing panel shall consist of not less than three (3) nor more than five (5) members of the Community Standards Review Board, which panel shall listen to the information presented by the Chief Conduct Officer, any documentation submitted by the Chief Conduct Officer, and shall hear the testimony of witnesses, including, but not limited to, the respondent. After hearing all of the necessary testimony and reviewing all of the necessary documents, the hearing panel shall determine whether the respondent is responsible for the charged violation. If the hearing panel determines that the Respondent is responsible for the charged violations, then the Chief Conduct Officer shall advise the hearing panel of the appropriate sanctions that should be imposed upon the student. The hearing panel shall then determine what sanctions should be imposed after hearing presentation from the Chief Conduct Officer. If the hearing panel finds the respondent is not liable for the charged conduct the matter shall be closed.

The hearing will be closed to all members of the campus and outside community except for those directly involved with the complaint. The complainant or victim and the Respondent each have the right to be assisted by an advisor of their choice who is not a witness in the complaint. If the victim of the alleged act of misconduct is not the complainant, the Hearing Officer may also allow the victim to attend. An advisor may be present to advise only and may not participate. Advisors who interfere with the proceedings can be excused by the hearing officer. Only persons involved in the hearing process will be permitted in the vicinity of the hearing.

An audio recording of the hearing, but not the closed deliberations of the Community Standards Review Board, will ordinarily be made and kept by the Office of Student Conduct. If the recording is not made for any reason, the decision of the Hearing Panel will include a summary of the testimony and shall be sufficiently detailed to permit review by the Dean of Student Life & Conduct.

It is expected that participants and advisors will respect the dignity and privacy of each member of the College Community and keep private that which transpires during the hearing, in accordance with federal law.

Student witnesses, when called by the College on behalf of the Complainant, the Respondent, or the College, are required to participate in the hearing process.

The hearing will be conducted in the following manner:

1. All participants and advisors will be introduced to the Chief Conduct Officer.

2. The Chief Conduct Officer will recite the complaint against the student and all code sections alleged to have been violated.
3. The Respondent will state whether he/she is responsible, not responsible for the Respondent conduct or not or whether he/she is responsible with an explanation for the alleged misconduct. Responsible with an explanation means the student admits to the conduct but believes there were circumstances that should be taken into consideration by the hearing panel in the determination of the merits of this complaint.
4. Statements regarding their respective positions may be given by the complainant and the respondent. The hearing panel may place reasonable time limitations on these statements.
5. The College reserves the right to assign a representative of the Office of Student Conduct to present the complaint against the respondent.
6. Relevant records, documents, and written statements may be accepted and considered by the hearing panel. The rules of evidence applicable to the courts do not apply to these proceedings.
7. The Complainant and the Respondent may be present throughout the entirety of the proceeding, except for the deliberation phase. The Complainant, the Respondent and the Office of Student Conduct representative will be able to present witnesses, who will be subject to cross examination. Witnesses will be asked to affirm that their testimony is truthful and may be subject to charges of intentionally providing false information to the College. Witnesses will be asked to remain until the end of the hearing in the event they must be called back for clarification of their testimony. In the event that a witness is unavailable, a signed statement from the witness may be admitted. Any such statements will be shared with the parties prior to the hearing, and the Respondent student will be given full opportunity to respond to the written statement at the hearing.
8. Witnesses will appear separately and will leave the hearing room after their testimony is completed. Witnesses are not permitted to leave the vicinity of the hearing room until permission has been granted by the Chief Conduct Officer, and are instructed not to communicate with other witnesses outside the hearing during the proceedings.
9. All parties may question each other and the witnesses, and the Chief Conduct Officer or other member of the hearing panel may direct questions as appropriate to any participant. The Complainant and the Respondent may present concluding remarks. The hearing panel may place reasonable time limitations on these statements.

10. At the conclusion of the hearing the Chief Conduct Officer will advise the Complainant and the Respondent that the hearing panel's determination will be given in writing to the appropriate parties within ten (10) business days.
11. After the hearing, the Hearing panel will retire for closed deliberations. The hearing panel's deliberations will not be recorded or transcribed. The hearing panel's determination will be based upon an evaluation of the information presented and a decision as to whether this *Code* was more likely than not to have been violated. The determination of the hearing panel concerning each charge will be supported by a brief written summary of its findings. This written summary will be placed in the case file and made available to the parties.
12. Once the determination of the hearing panel has been made, the Complainant will not be notified of the outcome of the hearing EXCEPT in cases of violence or sexual misconduct.
13. For each violation, the hearing officer will impose an appropriate remedy and/or sanction. The Respondent's prior student conduct record will be a factor in determining the appropriate sanction(s), if necessary.
14. The Dean of Student Life & Conduct or his/her designee may implement changes to these proceedings as needed that do not jeopardize the material fairness owed to the parties to any complaint.

Remedies And Sanctions

- A. The following remedies and sanctions may be imposed when respondents have been found responsible for violation of this *Code*. In addition, other remedies and sanctions may be fashioned at the discretion of the hearing officer:
 1. **Written Warning-** to the offender that the conduct must stop and any continuation may be a basis for more severe action.
 2. **Probation-** Notice that further violation of this *Code* may result in expulsion. Also, the decision may place some additional restrictions on membership in student organizations and/or participation in activities or may establish special restitution and service requirements.
 3. **Suspension-** revocation of the privilege of attending the College and using its facilities for a period of not less than one semester and not more than two academic years.
 4. **Facilities Restriction-** Revocation or restriction of privileges for the use of some but not all College facilities.
 5. **Expulsion-** Permanent termination of student status and rights to be present on College property and attend/participate in College-sponsored events.
 6. **Referral to civil or criminal authorities.**

Any of the following may accompany a remedy and sanction.

1. **Restitution** requiring individuals to restore or replace within a specified time, property which has been damaged, defaced, lost or stolen.
 2. **Service assignment** requiring an individual to perform services for the community or the College
 3. **Referral** to appropriate psychological or psychiatric service for evaluation, mandated assessment, or other special help.
 4. **Fines** for drug and alcohol violations as outlined in the Student Handbook.
 5. **Campus-Wide Notice of No Trespass** will accompany a sanction of suspension or expulsion from the College.
 6. **Campus-Wide No Contact Order:** The Dean may impose a Campus Wide No-Contact Order between parties to a complaint when the fear of retaliation and/or harassment may be present. Specific instructions will accompany the Campus-Wide No-Contact Order outlining to all parties the expected behavior including face to face contact, correspondence, e-mail, instant message or telephone. Friends and relatives are also not permitted to have any contact on behalf of either party.
 7. **Assignment Failure:** Assigning a failing grade on the assignment for a specific Bergen Community College course.
 8. **Reduced Course Grade:** Assigning a lower final course grade for a specific Bergen Community College course.
 9. **Course Failure:** Failing the student in the specific Bergen Community College course
 10. **Other Educational Sanction:** Educational sanctions meant to help students learn from their experiences. Other educational sanctions, such as reflection papers, required attendance at educational programs, letters of apology or other restorative assignments may be imposed consistent with the nature and severity of the violation(s).
- B. When considering sanctions to be imposed, a range of factors may be considered, including but not limited to:
- a. The nature and severity of the incident;
 - b. The disciplinary history of the student;
 - c. The developmental needs of the student;
 - d. The level of accountability and responsibility taken by the student;
 - e. The level of cooperation from the student;

- f. The interests of the community and those impacted by the violation and;
 - g. Any other aggravating, mitigating or relevant factors.
- C. Underage students found in violation of the College's Alcohol Policy and/or sanctioned for the possession or distribution of illegal drugs will be subject to the College parental notification policy. (See FERPA Policies and Procedures in the Student Handbook). In addition, the College reserves the right, in accordance with the Family Education Rights and Privacy Act of 1974 (FERPA), to make public notification of the final results of certain student conduct actions (See FERPA Policy in The Guide). Such notification may include the name of the student offender and the type of violation, but will not disclose the names of any other students who were involved as victims or witnesses without their consent.

F. Appeal Procedures

Procedures to Appeal the Hearing Panel's Determination

- A. Where the Respondent is found responsible for a violation of this *Code* that may lead to a sanction less serious than suspension or expulsion, the student can appeal in writing to the Vice President of Student Affairs or his/her designee within three (3) business days of receipt of the hearing panel's determination. The student will have the right to request a final review based on any of the following grounds:
1. A sanction that is substantially disproportionate to the severity of the violation.
 2. A material deviation from written procedures that jeopardized the fairness of the process.
 3. A demonstrable bias by a member(s) of the hearing panel.
 4. New information, unavailable at the time of the hearing, that could be outcome determinative.
- B. In the case of suspension or expulsion, the student can appeal in writing to the Vice President of Student Affairs or his/her designee within three (3) business days of the receipt of the hearing panel's determination.
- C. In the case of suspension or expulsion, the student will not be permitted to be on campus or attend classes pending the outcome of the appeal unless implementation of the sanction is delayed by the Vice President of Student Affairs and/or his/her designee due to extraordinary circumstances.

Appeal of Suspension/Expulsion to the Vice President of Student Affairs

The request for review of an appeal will be considered by the Vice President of Student Affairs or his/her designee to determine whether grounds for an appeal exist. The student will have the right to request an appeal based on any of the following grounds:

1. A sanction that is (substantially) disproportionate to the severity of the violation.

2. A material deviation from written procedures that jeopardized the fairness of the process.
3. A demonstrable bias by a member(s) of the board.
4. New information, unavailable at the time of the hearing, that could be outcome determinative.

Standard of Review for Appeals

1. The Vice President of Student Affairs or his/her designee will review the written request for an appeal within five (5) business days of receipt to determine whether there is sufficient basis to grant an appeal. If so, he/she will proceed to hear the appeal, or return the complaint to the original hearing body for reconsideration or rehearing in light of the basis for the appeal.
2. If the Vice President of Student Affairs and/or his designee determines that there is not a sufficient basis to change the decision of the hearing officer, the student will be notified in writing within five (5) business days.
3. Appeals are deferential to the original hearing determination, and are not intended as a rehearing. If the Vice President of Student Affairs or his/her designee hears the appeal, he/she may determine that there is a sufficient basis to change the determination of the hearing panel if there is clear error or compelling justification, only. If so, he/she may reverse, sustain or modify the decision, or change the sanction. Normally, appeals involve a review of the hearing record and appeal request. At the discretion of the Vice President of Student Affairs or his/her designee, the parties, witnesses or written documentation may be interviewed/reviewed as necessary to assure fairness.
4. The decision of the Vice President of Student Affairs and/or his/her designee will be final.

Document was last revised August 2016.



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BOARD OF TRUSTEES ACTION P1A
Approval Date: September 13, 2016

Resolution

Appointment: Confidential

Submitted By

Dr. Naydeen Gonzalez-DeJesus, Vice President, Student Affairs
Mr. James R. Miller, Executive Director, Human Resources

Action Requested

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

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective Dates</u>
Peter Vida	Dean of Enrollment Services/Student Affairs	\$95,000.00 (pro-rated)	08/08/16 – 06/30/17 (retroactive)
Brandie Bookhart	Benefits Administrator/Human Resources	\$60,000.00 (pro-rated)	08/22/16 – 06/30/17 (retroactive)
Janet Doyle	Human Resources Generalist/ Human Resources	\$60,000.00 (pro-rated)	09/19/16 – 06/30/17 (retroactive)

Justification

To fill a budgeted position through a successful search process.

Charge To: College Operating Funds

Account Number:



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BOARD OF TRUSTEES ACTION P1B
Approval Date: September 13, 2016

Resolution

Appointment: Interim Assistant Dean, Adjunct Administration

Submitted By

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

Action Requested

To approve the appointment of the following individual to the position and annual salary indicated.

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective Dates</u>
Christopher Priore	Interim Assistant Dean/Adjunct Administration/ Academic Affairs	\$70,000.00 (pro-rated)	09/01/16 – 06/30/17 (retroactive)

Justification

To fill an interim leadership position in Adjunct Administration in the Academic Affairs division until the successful completion of the search process.

Charge To: College Operating Funds
Account Number:



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BOARD OF TRUSTEES ACTION P1C
Approval Date: September 13, 2016

Resolution

Appointment: Professional Staff

Submitted By

Dr. Naydeen Gonzalez-DeJesus, Vice President, Student Affairs
Mr. William Corcoran, Vice President, Facilities Planning, Operations and Public Safety
Dr. William Mullaney, Vice-President, Academic Affairs
Mr. Stephen Valkenburg, Executive Director, Information Technology
Mr. James R. Miller, Executive Director, Human Resources

Action Requested

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

<u>Name</u>	<u>Position</u>	<u>Annual Salary</u>	<u>Effective Dates</u>
Paulina Drabik	IT Technical Support Specialist I/ Information Technology	\$35,000.00 (pro-rated)	08/01/16 – 06/30/17 (retroactive)
Tyler Beebe	Technical Systems Manager/ Information Technology	\$85,000.00 (pro-rated)	09/01/16 – 06/30/17 (retroactive)
Judith Lopez- Hungreder	Coordinator of Evening and Weekend Services/Library Services/ Academic Affairs	\$48,000.00 (pro-rated)	09/19/16-06/30/17 (retroactive)

Justification

To fill a budgeted position through a successful search process.

Charge To: College Operating Funds

Account Number:



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BOARD OF TRUSTEES ACTION P1D
Approval Date: September 13, 2016

Resolution

Appointment: Grant (Turning Point Program)

Submitted By

Dr. Naydeen Gonzalez-DeJesus, Vice President, Student Affairs
Mr. James R. Miller, Executive Director, Human Resources

Action Requested

To approve the appointment of the following individual to the position and annual salary indicated.

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective Dates</u>
Erin Meccia	Success Coach/Office of Specialized Services/ Student Affairs	\$52,000.00 (pro-rated)	10/03/16 – 6/30/17 (retroactive)

Justification

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

Charge To: Grant Funds
Account Number:



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BOARD OF TRUSTEES ACTION P1E
Approval Date: September 13, 2016

Resolution

Appointment: Support Staff

Submitted By

Mr. William Corcoran, Vice President, Facilities Planning, Operations and Public Safety
Dr. Naydeen Gonzalez-DeJesus, Vice President, Student Affairs
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 annual salaries indicated.

<u>Name</u>	<u>Position/Division</u>	<u>Salary</u>	<u>Effective Date</u>
Laura Madera	Sr. Registration Assistant/One Stop/ Enrollment Services/Student Affairs	\$30,000.00 (pro-rated)	05/23/16 (retroactive)
Dylan Rizer	Public Safety Officer/Public Safety	\$30,000.00 (pro-rated)	05/31/16 (retroactive)
Idel Santiago	Child Development Center Assistant/ Business, Arts & Social Sciences/ Academic Affairs	\$29,000.00 (pro-rated)	06/13/16 (retroactive)
Brian Siniscalchi	Public Safety Officer/Public Safety	\$30,000.00 (pro-rated)	05/31/16 (retroactive)
Kerry Sitaras	Child Development Center Assistant/ Business, Arts & Social Sciences/ Academic Affairs	\$29,000.00 (pro-rated)	05/24/16 (retroactive)

Justification

To fill budgeted positions through a successful search process and completion of probationary period.

Charge to: College Operating Funds
Account Number:



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BOARD OF TRUSTEES ACTION P1F
Approval Date: September 13, 2016

Resolution

Appointment: Tenure Track Faculty

Submitted By

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 annual salaries indicated.

<u>Name</u>	<u>Rank/Discipline/Division</u>	<u>Salary</u>	<u>Effective Dates</u>
Jean Acken	Assistant Professor/Chemistry/ Mathematics, Science & Technology	\$58,000.00	09/01/16 – 06/30/17 (retroactive)
John Bandman	Assistant Professor//Hotel/Restaurant Management//Business, Arts and Social Sciences	\$56,077.00	09/01/16 – 06/30/17 (retroactive)
Nicole Cerussi	Instructor/Nursing/Health Professions	\$57,000.00	09/01/16 – 06/30/17 (retroactive)
Ara Kahyaoglu	Associate Professor/Chemistry/ Mathematics, Science & Technology	\$68,000.00	09/01/16 – 06/30/17 (retroactive)
Megan Mendez	Instructor/Nursing/Health Professions	\$57,000.00	09/01/16 – 06/30/17 (retroactive)
Joanne Piccininni	Assistant Professor/Paramedic Science/ Health Professions	\$62,000.00	09/01/16 – 06/30/17 (retroactive)
Tomer Zilkha	Associate Instructor//Hotel/Restaurant Management//Business, Arts and Social Sciences	\$48,613.00	09/01/16 – 06/30/17 (retroactive)

Justification

To fill a budgeted position through a successful search process.

Charge To: College Operating Funds

Account Number:



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BOARD OF TRUSTEES ACTION P1G
Approval Date: September 13, 2016

Resolution

Appointment: Clinical Coordinators

Submitted By

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

Action Requested

To appoint the individuals listed below to the position of Clinical Coordinators at the stipends shown for the period July 1, 2016 – June 30, 2017.

<u>Name</u>	<u>Department/Division</u>	<u>Annual Stipend</u>
<u>CLINICAL COORDINATORS</u>		
Marie Andreozzi	Medical Office Assisting/Health Professions	\$4,750.00
Daniel Brancato	Radiation Therapy/Health Professions	\$2,375.00
Mary Chmielewski	Surgical Technology/Health Professions	\$4,750.00
Kelly Horgan	Respiratory Therapy/Health Professions	\$4,750.00
Joanne Piccininni	Paramedic Science/Health Professions	\$4,750.00
Lisa Picht	Veterinary Technology/Health Professions	\$4,750.00
Elizabeth Romano	Radiography/Health Professions	\$4,750.00
Jaclyn Rose	Diagnostic Medical Sonography/Health Professions	\$4,750.00
Tomira Rozar	Dental Hygiene/Health Professions	\$4,750.00
Sreenivas Tanikella	Radiation Therapy/Health Professions	\$2,375.00

Justification

In accordance with the terms of the Agreement between Bergen Community College and the Bergen Community College Faculty Association.

Charge To:

Account Number:



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BOARD OF TRUSTEES ACTION P1H
Approval Date: September 13, 2016

Resolution

Appointment: Testing Coordinators

Submitted By

Dr. William Mullaney, Vice President, Academic Affairs
Dr. Beatrice Bridglall, Dean of Humanities
Mr. James R. Miller, Executive Director, Human Resources

Action Requested

To appoint the individuals listed below to the position of Testing Coordinators at the stipends shown for the period September 1, 2016 – June 30, 2017.

<u>Name</u>	<u>Department/Discipline</u>	<u>Annual Stipend</u>
Gemma Figaro	ALP Level One/English	\$1,000.00
Robert Freud	ALP Level Two/English	\$1,000.00
Peter A. Helff	EBS/English	\$1,000.00
Harold Kahn	ALP Level Three/English	\$1,000.00
Susana Lansangan	ALP Foundations/English	\$1,000.00
Heidi Lieb	ALP Speech/English	\$ 500.00

Justification

In accordance with the terms of the Agreement between Bergen Community College and the Bergen Community College Faculty Association.



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BOARD OF TRUSTEES ACTION P11
Approval Date: September 13, 2016

Resolution

Appointment: Faculty

Submitted By

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

Action Requested

To approve the appointment of the following individual to the position and annual salary indicated.

<u>Name</u>	<u>Position/Division</u>	<u>Salary</u>	<u>Effective Dates</u>
Mercedez Walker	Instructor/Ciarco Learning Center/ Academic Affairs	\$42,000.00	08/01/16 – 6/30/17 (retroactive)

Justification

Upon expiration of grant funding, to appoint this individual to the position through college funding. There is no additional headcount. This is a budgeted position.

Charge to: College Operating Funds

Account Number:



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BOARD OF TRUSTEES ACTION P1J
Approval Date: September 13, 2016

Resolution

Appointment: Support Staff

Submitted By

Mr. William Corcoran, Vice President, Facilities Planning, Operations and Public Safety
Mr. James R. Miller, Executive Director, Human Resources

Action Requested

To approve the appointment of the following individual to the position and annual salary indicated.

<u>Name</u>	<u>Position/Division</u>	<u>Salary</u>	<u>Effective Date</u>
Salimah Ali	Senior Secretary Facilities Planning, Operations and Public Safety	\$46,000.00	09-01-16

Justification

To fill budgeted position through a successful search process.

Charge to: College Operating Funds
Account Number:



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BOARD OF TRUSTEES ACTION P1K
Approval Date: September 13, 2016

Resolution

Appointment: Program Coordinator/Faculty

Submitted By

Dr. Victor Brown, Dean, Business, Arts and Social Sciences
Dr. William Mullaney, Vice President, Academic Affairs
Mr. James R. Miller, Executive Director, Human Resources

Action Requested

To appoint the individual listed below to the position of Program Coordinator at the release time shown for the period September 1, 2016 - June 30, 2017.

PROGRAM COORDINATOR

<u>Name</u>	<u>Department/Division</u>	<u>Release Time</u>
Arthur Tolve	Business and Hotel Restaurant Management/ Business, Arts and Social Sciences	11 credit hours

Justification

To appoint the Program Coordinator based on the results of the recent election after hiring full-time tenure track individuals for the program.

Charge To:

Account Number:



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BOARD OF TRUSTEES ACTION P1L
Approval Date: September 13, 2016

Resolution

Appointment: Student Affairs Athletic Program (Coaching Staff)

Submitted By

Dr. Naydeen Gonzalez-De Jesus, Vice President, Student Affairs
 Mr. James Miller, Executive Director, Human Resources

Action Requested

To approve the appointment of the following individuals to part-time Head Coach and Assistant Coach positions at the stipends indicated:

<u>Name</u>	<u>Head Coach Position</u>	<u>Stipend</u>	<u>Effective Dates</u>
Erika Czujko-Wood	Track & Field (M&W)	\$5,722.00	12/01/16 – 05/31/17
Deana Dedovitch	Cross Country (M&W)	\$5,610.00	08/01/16 – 11/30/16 (retroactive)
Jolynn Di Ienno	Women’s Soccer	\$5,500.00	08/01/16 – 11/30/16 (retroactive)
Christopher DiSanto	Wrestling	\$5,300.00	09/01/16 – 03/15/17 (retroactive)
Mallorie Gilbride	Softball	\$7,160.00	08/01/16 – 05/31/16 (retroactive)
Tracy Green	Women’s Basketball	\$8,274.00	10/01/16 – 03/31/17
Fredy Herrera	Men’s Soccer	\$7,500.00	08/01/16 – 11/30/16 (retroactive)
Steven Mimms	Baseball	\$7,293.00	08/01/16 – 05/31/17 (retroactive)
Bobbie Morgan	Men’s Basketball	\$6,500.00	10/01/16 – 03/31/17
Samantha Reed	Women’s Volleyball	\$5,300.00	08/01/16 – 11/30/16 (retroactive)

<u>Name</u>	<u>Assistant Coach Position</u>	<u>Stipend</u>	<u>Effective Dates</u>
Jolynn Di Ienno	Softball	\$3,300.00	12/01/16 – 05/31/17
Michael Fenner	Wrestling	\$3,300.00	10/15/16 – 03/15/17
Noreen Kalb	Women’s Soccer	\$2,750.00	08/01/16 – 11/30/16 (retroactive)
Tyler Singh	Volleyball	\$3,000.00	08/01/16 – 11/30/16 (retroactive)
Giovanni Soto	Men’s Soccer	\$2,750.00	08/01/16 – 11/30/16 (retroactive)
William Hernandez	Baseball	\$3,000.00	09/01/16 – 05/31/17 (retroactive)
Anthony Verdi	Baseball	\$3,000.00	09/01/16 – 05/31/17 (retroactive)
Kasey Woetzel	Women’s Basketball	\$3,300.00	10/01/16 – 03/31/17

**Board Action P1L
September 13, 2016
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<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective Dates</u>
Erick Lambregste	Athletic Trainer	\$28.00/hour	08/01/16 – 06/30/17 (retroactive)
Michael Morton	Athletic Trainer	\$28.00/hour	08/01/16 – 06/30/17 (retroactive)
Megan Smith	Athletic Trainer	\$28.00/hour	08/01/16 – 06/30/17 (retroactive)

Justification

The above-mentioned stipends are seasonal.

Charge To:

Account Number:



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BOARD OF TRUSTEES ACTION P2A
Approval Date: September 13, 2016

Resolution

Appointment/Transfer: Professional Staff

Submitted By

Dr. Ursula Daniels, Executive Assistant to the President
Mr. James R. Miller, Executive Director, Human Resources

Action Requested

To approve the transfer of the following individual to the position and salary indicated.

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective Date</u>
April Harrison	Coordinator, Summer Intensive Program	\$44,000.00 (pro-rated)	08/09/16

Justification

To fill a budgeted position through the internal transfer of the individual referenced above through a successful search process.



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BOARD OF TRUSTEES ACTION P2B
Approval Date: September 13, 2016

Resolution

Appointment/Transfer: Support Staff

Submitted By

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

Action Requested

To approve the transfer of the following individual to the position and salary indicated.

<u>Name</u>	<u>Position/Department/Division</u>	<u>Salary</u>	<u>Effective Date</u>
Azize Ruttler	Sr. Secretary/Adjunct Administration/ Academic Affairs	\$52,069.00	09/01/16 (retroactive)

Justification

To fill a budgeted position through the internal transfer of the individual referenced above.



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BOARD OF TRUSTEES ACTION P3
Approval Date: September 13, 2016

Resolution

Salary Increase: Project Personnel – Grants

Submitted By

Dr. Naydeen Gonzalez-De Jesus, Vice President, Student Affairs
Dr. William Mullaney, Vice President, Academic Affairs
Dr. Yun Kim, Vice President, Institutional Effectiveness
Mr. James R. Miller, Executive Director, Human Resources

Action Requested

That the salaries for the grant personnel listed below be increased by 2.0% effective retroactively to July 1, 2016.

<u>Name</u>	<u>Position</u>	<u>Current Salary</u>	<u>New Salary</u>
Ellen Aramini	Director of Career Placement	\$69,870.00	\$71,267.00
Natalie Brown	Grant Counselor	\$51,000.00	\$52,020.00
Aida Castro-Henix	EOF Counselor	\$51,000.00	\$52,020.00
Vincent Cheng	Data Manager	\$61,200.00	\$62,424.00
Lisa Duddy	Academic Director	\$71,400.00	\$72,828.00
Elizabeth Gisecke DeFeo	CLC Project Director/Basic Skills and Civic Learning	\$46,465.00	\$47,394.00
Justin Doheny	Consortium Director	\$99,960.00	\$101,959.00
Salwa Muhammad	Site Coordinator	\$59,527.00	\$60,718.00
Scott Putorti	First in the World Site Coordinator	\$60,000.00	\$61,200.00
Marilyn Simpson	Sr. Manager of Grants	\$63,240.00	\$64,505.00
Amanda Vaughan	Grants Assistant	\$40,800.00	\$41,616.00
Vincent Vicari	Director, Small Business Development	\$86,700.00	\$88,434.00

Justification

The salary adjustment for grant-funded positions has been approved by the respective funding agencies consistent with grant award budgets. There are no college funds required. These are at will positions.



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BOARD OF TRUSTEES ACTION P4
Approval Date: September 13, 2016

Resolution

Approve stipends for Nursing Clinical Faculty for Fall 2016 semester

Submitted By

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

Action Requested

To approve payment of stipends for the following individuals in the Nursing Clinical Faculty in the amounts indicated for the Fall 2016 semester.

<u>Name</u>	<u>Semester stipend amount</u>
<u>Full time</u>	
Maryanne Baudo	\$2,400.00
Nicole Cerussi	\$2,400.00
Joanne Diamantidis*	\$3,600.00
Patricia Durante	\$2,400.00
Maria Fressola	\$2,400.00
Marie Griffo	\$2,400.00
Margaret Hayes*	\$3,600.00
Joan McManus	\$2,400.00
Megan Mendez	\$2,400.00
Lillian Ostrander	\$2,400.00
Carrie Polnyj	\$2,400.00
Carmen Torres	\$2,400.00
Toni Tortorella-Genova	\$2,400.00
Sharon Zaucha	\$2,400.00
<u>Adjuncts</u>	
Barbara (Schweiger) Albanese**	\$1,200.00
Nancy Bonard	\$2,400.00
Mariam Doss	\$1,200.00
Peggy Ensslin**	\$1,200.00
Giuseppina Finnerty	\$2,400.00
Diana Hernandez**	\$1,200.00
Maureen Imbrogno	\$2,400.00
Rhonda Joseph**	\$1,200.00
Michael Lang	\$2,400.00

**Board of Trustees Action P4
September 13, 2016
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<u>Name</u>	<u>Stipend amount</u>
Teresa Meyer	\$2,400.00
Yvette Musial	\$2,400.00
Thomas Negri**	\$1,200.00
Gail Okoniewski	\$2,400.00
Pam Pascarelli	\$1,200.00
Kristina Rioux	\$2,400.00
Josephine Rodriguez	\$2,400.00
Mary Santorelli	\$2,400.00
Athena Serrano Torres**	\$1,200.00
Cheryl Sfikas	\$2,400.00
Najah Thompson	\$2,400.00

* for additional ½ semester clinical

** for ½ semester clinical only

Justification

Payment of Nursing Clinical Faculty stipends for the hiring and retention of skilled clinical instructors as per the negotiated agreement with the BCCFA.

Charge To: Nursing: Stipends
Account Number: 10-03-352000-601153



Around the Corner, Ahead of the Curve

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BOARD OF TRUSTEES ACTION P5
Approval Date: September 13, 2016

Resolution

Approve: Return from Leave of Absence/Support Staff

Submitted By

Dr. William Mullaney, Vice President, Academic Affairs
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>
Marissa Drukker	Sr. Library Assistant/Library Services/ Academic Affairs	\$36,898.00	08/17/16 (retroactive)

Justification

Return from unpaid leave of absence at the same position and salary as the commencement of the leave.



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BOARD OF TRUSTEES ACTION P6A
Approval Date: September 13, 2016

Resolution

Rescind: Program Coordinator

Submitted By

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

Action Requested

To rescind the appointment of the following individual as Program Coordinator.

<u>Name</u>	<u>Position</u>	<u>Discipline/Division</u>	<u>Effective Date</u>
Frank Danieli	Program Coordinator	Hotel and Restaurant Management/ Business, Arts and Social Sciences	P2-05/03/16

Justification

Rescind the appointment of this individual due to the hiring of a full time tenure track individual through a successful search process.



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BOARD OF TRUSTEES ACTION P6B
Approval Date: September 13, 2016

Resolution

Rescind: Sabbatical Leave of Absence

Submitted By

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

Action Requested

To rescind the sabbatical leave of absence for the following individual.

<u>Name</u>	<u>Position</u>	<u>Discipline/Division</u>	<u>Effective Date</u>
Linda Marcel	Professor	Music/Performing and Visual Arts/ Business, Arts and Social Sciences	P6-02/02/16

Justification

Rescind the appointment of this individual due to her retirement from the College effective 9/1/16.



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BOARD OF TRUSTEES ACTION P7A
Approval Date: September 13, 2016

Resolution

Resignation: Support Staff

Submitted By

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>
Orlando Lazo	Public Safety Officer/Public Safety	07/24/16 (retroactive)
John Ryan Smith	Public Safety Officer/Public Safety	08/31/16 (retroactive)

Justification

Resignation



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BOARD OF TRUSTEES ACTION P7B
Approval Date: September 13, 2016

Resolution

Resignation: Professional Staff

Submitted By

Mr. William Corcoran, Vice President, Facilities Planning, Operations and Public Safety
Mr. Stephen Valkenburg, Executive Director, Information Technology
Mr. James R. Miller, Executive Director, Human Resources

Action Requested

To approve the resignation of the following individuals:

<u>Name</u>	<u>Position/Division</u>	<u>Effective Date</u>
Marcos Arteaga	Financial Aid Specialist/Financial Aid/Student Affairs	09/23/16
John Ehrenberg	Senior Theatre Technician/Community & Cultural Affairs	08/11/16 (retroactive)
Jazmin Rexach	IT Technical Support Specialist I/Information Technology	08/03/16 (retroactive)
Milind Samant	System Administrator II/Information Technology	08/15/16 (retroactive)

Justification

Resignation



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BOARD OF TRUSTEES ACTION P7C
Approval Date: September 13, 2016

Resolution

Resignation: Confidential

Submitted By

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>
Bridgett Kelly	Benefits Administrator/Human Resources	09/01/16 (retroactive)

Justification

Resignation



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BOARD OF TRUSTEES ACTION P7D
Approval Date: September 13, 2016

Resolution

Resignation: Faculty

Submitted By

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/Division</u>	<u>Effective Date</u>
Keri Cerami	Assistant Professor/Mathematics/ Mathematics, Science & Technology/ Academic Affairs	06/30/16 (retroactive)

Justification

Resignation



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BOARD OF TRUSTEES ACTION P7E
Approval Date: September 13, 2016

Resolution

Resignation: Grant

Submitted By

Dr. Yun Kim, Vice President, Institutional Effectiveness
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>
Kelly Verkem	Consortium Grant Manager/Grants Administration/ Institutional Effectiveness	08/16/16 (retroactive)

Justification

Resignation



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BOARD OF TRUSTEES ACTION P8A
Approval Date: September 13, 2016

Resolution

Retirement: Confidential

Submitted By

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

Action Requested

To approve the retirement of the following individual:

<u>Name</u>	<u>Position/Division</u>	<u>Effective Date</u>
Joanne Fantacone	Department Coordinator/Adjunct Administration	09/01/16 (retroactive)

Justification

Retirement



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BOARD OF TRUSTEES ACTION P8B
Approval Date: September 13, 2016

Resolution

Retirement: Faculty

Submitted By

Dr. William Mullaney, Vice President, Academic Affairs
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>
Linda Marcel	Professor/Performing and Visual Arts/ Business, Arts and Social Sciences/ Academic Affairs	09/01/16 (retroactive)

Justification

Retirement



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BOARD OF TRUSTEES ACTION P8C
Approval Date: September 13, 2016

Resolution

Retirement: Support Staff

Submitted By

Dr. William Mullaney, Vice President, Academic Affairs
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 individuals:

<u>Name</u>	<u>Position/Division</u>	<u>Effective Date</u>
Victoria Apitius	Senior Library Assistant/Library Services/ Academic Affairs	09/01/16 (retroactive)
Richard Jennings	Senior Maintenance Mechanic/Buildings and Grounds/Facilities	12/01/16 (retroactive)

Justification

Retirement



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BOARD OF TRUSTEES ACTION S/F 1
Approval Date: September 13, 2016

Resolution

Authorize submission of the Community Block Grant to support restroom upgrades in The Philip Ciarco Jr. Learning Center in the amount of \$350,000, and to authorize President B. Kaye Walter, or her designee, to execute required documents.

Submitted By

Dr. William Mullaney, Vice President for Academic Service
Dr. Yun K. Kim, Vice President of Institutional Effectiveness
Ms. Sandra Sroka, Dean of the Philip J. Ciarco, Jr. Learning Center
Dr. William J. Yakowicz, Director of Grants Administration

Justification

We are seeking \$350K in 2017 Community Block Grant Development funds for accessibility ADA upgrades for four Ciarco Center restrooms to better serve people with disabilities, seniors and the public. In addition, given the College's commitment to gender inclusivity, we are requesting an additional unisex restroom on both floors. The existing restrooms will be brought up to the standards of those at the Paramus and Meadowlands campuses. The project would upgrade the facilities to make them accessible and functional for the 6,000+ students served at this location each year, as well as audiences for community events.

No college funds are required.

A preliminary budget is forthcoming.