BOARD OF TRUSTEES
PUBLIC MEETING

October 6, 2015 – 5:00 p.m.

Meadowlands Campus – Conference Rooms 504 and 505

I. Call to Order

II. Open Public Meetings Act Statement

III. Roll Call

VI. Pledge of Allegiance

V. Reports
   A. Vice-Chairman
   B. Secretary
   C. Treasurer
   D. President
   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. Unfinished Business

VII. New Business/Open to the Public

VIII. Actions
   A. Approval of Minutes – September 1, 2015
   B. Consent Agenda – October 6, 2015
   C. Other

IX. Executive Session

X. New Business/Open to the Public

XI. Adjournment
CONSENT AGENDA
Tuesday, October 6, 2015

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 – September 1, 2015

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 the purchase of additional Symantec Netback-up enterprise licensing from Software House International, required to bring the college into compliance with our Symantec netback-up end-user licensing agreement and provide optimized server backups for our expanded virtual server environment.
4. Authorization to lease six black and white Ricoh MP4002SP copiers for the Sidney Silverman Library to replace the existing Ricoh copiers which are used by students to copy course-related materials on these pay per copy machines located at the Paramus and Meadowlands campuses.
5. Authorization to award to All Clean Janitorial Supply Co. Inc., Sections 1, 2, 3, and 5 of Public Bid P-2182 for Lighting Supplies, which includes bulbs and ballasts required to provide lighting throughout the College.
6. To authorize award of Public Bid P-2186 for a two year agreement for fire alarm system maintenance, testing and repairs at the Paramus Campus to United Fire Protection Corporation.
7. Authorization to purchase ManageEngine Event Log software from Dell, to provide security and audit functionality for the College’s Server environment. This is funded by the Higher Education Technology Infrastructure Fund (HETI) Grant.
8. Authorization to pay annual E-Commerce Volume Fee of $39,231.26 to Ellucian. E-Commerce fee is a small percentage fee charged per dollar for all online financial transactions which funnel through PayPal.
9. To authorize payment to the New Jersey President’s Council for annual assessment fees, including Institutional Assessment and Transfer Assessment.
10. Approval of travel expenses for CampusWorks, Inc., for July and August of 2015 totaling $12,858.79.
EDUCATION AND STUDENT AFFAIRS (E/SA)
1. In connection with work to be performed under the Year 2 Trade Adjustment Assistance and Community College and Career Training Grant, authorize the execution of a renewal agreement with each of the eleven Participating Organizations (Brookdale Community College, County College of Morris, Essex County College, Hudson County Community College, Middlesex County Community College, Ocean County College, Passaic County Community College, Raritan Valley Community College, Sussex County Community College, and Union County College) consistent with the Year 2 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”).
2. Authorization to approve payment to Career Development Institute for Animal Control Officer and Animal Cruelty Investigation Courses for the Continuing Education Program.
3. To authorize submission of the Perkins FY 2016 spending plan in the amount of $525,926.00 to the State of New Jersey Department of Education, and to authorize President B. Kaye Walter, or her designee, to execute required documents.

INSTITUTIONAL (I)
1. Approval to adopt the updated Student Code of Conduct at Bergen Community College

PERSONNEL (P)
1. Appointment:
   a. Professional Staff
   b. Technical Assistant I/ Faculty
   c. Lecturers, Fall 2015 Semester
   d. Academic Chair and Program Coordinator/Faculty
   e. Clinical Coordinators
   f. Professional Staff
   g. Professional Staff
2. Reappointment: Project Personnel – Grants
3. Amend: Stipends for Nursing Clinical Faculty for Fall 2015 Semester
4. Approve: Leave of Absence/Professional Staff
5. Resignation:
   a. Professional Staff
   b. Grant Counselor (STEM)
   c. Confidential
6. Termination: Grant
7. Retirement: Support Staff
8. Approve Agreement with the Bergen Community College ("College") and the Bergen Community College Adjunct Faculty Union ("BCCAFU") engaged in collective bargaining for an initial collective bargaining agreement.
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 16, 2015 to August 10, 2015  DeCotiis, FitzPatrick & Cole, LLP.  $32,385.94

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


Charge To:  College Operating Funds
Account Number:  10-01-188100-607566
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:

August 1, 2015 to August 31, 2015  Invoice 36510 Cleary Giacobbe Alfieri Jacobs  $ 3,135.00

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


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

To authorize the purchase of additional Symantec Netbackup enterprise licensing from Software
House International, required to bring the college into compliance with our Symantec netbackup end-
user licensing agreement and provide optimized server backups for our expanded virtual server
environment.

Submitted By
Mr. Victor Anaya, Chief Financial Officer
Ms. Sharyne Miller, Executive Director, Information Technology
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested
Authorization to purchase nineteen (19) Symantec software licenses and (1) SAN license, from
Software House International, on State Contract #69851, at a cost of $50,016.03.

Justification
It is necessary to acquire additional Symantec net backup enterprise licensing to address a licensing
deficiency and bring the college into compliance with our end-user licensing agreement with
Symantec and continue to back-up virtual machine snapshots. The additional licenses are required
due to the expansion of the Cisco UCS server hosting platform and the retirement and migration of
physical servers into the VMware virtual server environment. This action brings the college into
licensing compliance and provides for continued optimized server back-up.

This purchase is exempt from bidding in accordance with County College Contracts Law, N.J.S.A.
18A:64A-25.5 (a) (19) (software).

Purchase through NJ State Contract is allowed in accordance with County College Contracts Law

Software House International $50,016.03
Insight Public Sector $67,722.19
Dell Marketing $88,892.86

Charge to: College Operating Funds
Account: 10-01-165100-607526
BOARD OF TRUSTEES ACTION A/F 4
Approval Date: October 6, 2015

Resolution
Authorization to lease six black and white Ricoh MP4002SP copiers for the Sidney Silverman Library to replace the existing Ricoh copiers which are used by students to copy course-related materials on these pay per copy machines located at the Paramus and Meadowlands campuses.

Submitted By
Dr. William Mullaney, Vice President, Academic Affairs
Mr. Victor Anaya, Chief Financial Officer
Ms. Annemarie Roscello, Interim Dean of Library Services
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested
Authorization for lifecycle replacement of the Library student copiers with six Ricoh MP4002SP copiers, as per NJ State Contract #82709, at a total estimated cost of $1,000.02 per month for 48 months. Delivery, installation, training, service contract and supplies are included. Copies will be charged at a cost of $0.0120 each.

Justification
The current Library copier lease has expired. Pay per copy machines provides Library patrons with a convenient and cost effective means to copy course-related materials and documents. Additionally, copiers are utilized for student admissions and financial aid document copying. Five machines are for the Sidney Silverman Library, and one copier is for the Meadowlands library. This lease will provide us with new copiers to continue this important service.
Three proposals were received based on NJ State Contract as listed below:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Monthly Lease Cost</th>
<th>Copy Charge (40M)</th>
<th>Total Monthly Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ricoh USA</td>
<td>$520.02</td>
<td>$480.00</td>
<td>$1,000.02</td>
</tr>
<tr>
<td>Xerox</td>
<td>$778.26</td>
<td>$240.00</td>
<td>$1,018.26</td>
</tr>
<tr>
<td>Canon USA</td>
<td>$795.96</td>
<td>$336.00</td>
<td>$1,131.96</td>
</tr>
</tbody>
</table>

Charge To: College Operating Funds
Account Number: 10-04-490000-607508
BOARD OF TRUSTEES ACTION A/F 5
Approval Date: October 6, 2015

Resolution
Authorization to award to All Clean Janitorial Supply Co. Inc., Sections 1, 2, 3, and 5 of Public Bid P-2182 for Lighting Supplies, which includes bulbs and ballasts required to provide lighting throughout the College.

Submitted By
Mr. William Corcoran, Vice President, Facilities Planning, Operations and Public Safety
Mr. Victor Anaya, Chief Financial Officer
Mr. Samuel John, Interim Managing Director, Physical Plant
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested
Authorization to award Sections 1, 2, 3 and 5 for Public Bid P-2182 for Lighting Supplies as needed to All Clean Janitorial Supply, Co., Inc., for the period October 15, 2015 through October 14, 2017, for an estimated total cost of $73,188.30.

Justification
The lighting and electrical supplies are needed by the College as replacements for products with a limited useful life in order to provide adequate lighting throughout the campus.

The bid received from Bulb Depot must be rejected for failure to provide the required bid bond in accordance with the bid specifications. Additionally, the bids received from All Clean and Generations for Section 4 will be rejected so that the bulb specifications can be modified to be compatible with existing College lighting equipment. Seventeen bidders registered for bid packages and three bids were received as listed below.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Section 1</th>
<th>Section 2</th>
<th>Section 3</th>
<th>Section 4</th>
<th>Section 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>All-Clean Janitorial Supply Co. Inc.</td>
<td>$15,418.65</td>
<td>$32,375.65</td>
<td>$15,348.00</td>
<td>$75,900.00</td>
<td>$10,046.00</td>
</tr>
<tr>
<td>Generations Electrical Company</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
<td>$76,450.00</td>
<td>No Bid</td>
</tr>
<tr>
<td>Bulb Depot (failed to provide Bid Bond)</td>
<td>Bid Rejected</td>
<td>Bid Rejected</td>
<td>Bid Rejected</td>
<td>Bid Rejected</td>
<td>Bid Rejected</td>
</tr>
</tbody>
</table>

Charge To: College Operating Funds
Account Number: 10-06-610100-607552
BOARD OF TRUSTEES ACTION A/F 6
Approval Date: October 6, 2015

Resolution
To authorize award of Public Bid P-2186 for a two year agreement for fire alarm system maintenance, testing and repairs at the Paramus Campus to United Fire Protection Corporation.

Submitted By
Mr. Victor Anaya, Chief Financial Officer
Mr. William Corcoran, Vice President, Facilities Planning, Operations and Public Safety
Mr. Samuel John, Interim Managing Director, Physical Plant
Ms. Barbara Golden, Director, Purchasing & Services

Action Requested
Authorization to award Fire Alarm System Maintenance, for the period November 15, 2015 through November 14, 2017, to United Fire Protection Corp., at an estimated two year cost of $275,380.00, in accordance with Public Bid P-2186.

Justification
Fire alarm system maintenance is required by state and local codes to conform to National Fire Protection Association standards. United Fire Protection is an authorized engineered systems distributor for Honeywell Notifier systems which is the system installed at the Paramus Campus, and their technicians meet all of the certification and licensing requirements of the bid specifications. The bid received from the low bidder, Allied Fire & Safety Equipment Co., must be rejected for failure to provide proof it is an authorized Notifier distributor and that it employs certified NICET technicians as required by the bid specifications.

A total of 12 companies registered for bid packages and 3 bids were received. See table below for bids received.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allied Fire &amp; Safety Equipment Co., Inc</td>
<td>$257,744.00</td>
</tr>
<tr>
<td>United Fire Protection Corp</td>
<td>$275,380.00</td>
</tr>
<tr>
<td>AES Fire</td>
<td>$307,893.22</td>
</tr>
</tbody>
</table>

Charge To: College Operating Funds
Account Number: 10-06-610100-607550
BOARD OF TRUSTEES ACTION A/F 7
Approval Date: October 6, 2015

Resolution
Authorization to purchase ManageEngine Event Log software from Dell, to provide security and audit functionality for the College's Server environment. This is funded by the Higher Education Technology Infrastructure Fund (HETI) Grant.

Submitted By
Mr. Victor Anaya, Chief Financial Officer
Ms. Sharyne Miller, Executive Director, Information Technology
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested
Authorization to purchase a perpetual license for 200 log sources for ManageEngine EventLog Analyzer Premium Edition and 1 year of support from Dell, in the amount of $22,095.29, on NJ State Contract # 89850.

Justification
ManageEngine EventLog analyzer will allow the IT Department to store, analyze and report on security logs from all of the college's servers across all three campuses. In the event of a security event we will be able to access the server and provide who, what, when type information.

Quotations were obtained from the companies listed below.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dell</td>
<td>$22,095.29</td>
</tr>
<tr>
<td>ZOHO Corp</td>
<td>$22,937.00</td>
</tr>
<tr>
<td>SHI</td>
<td>$24,695.22</td>
</tr>
</tbody>
</table>

Charge to: HETI Grant
Account: 20-00-115700-604300
BOARD OF TRUSTEES ACTION A/F 8
Approval Date: October 6, 2015

Resolution
Authorization to pay annual E-Commerce Volume Fee of $39,231.26 to Ellucian. The E-Commerce fee is a small percentage fee charged per dollar for all online financial transactions which funnel through PayPal.

Submitted By
Mr. Victor Anaya, Chief Financial Officer
Ms. Sharyne Miller, Executive Director, Information Technology
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested
Approval to pay an estimated amount of $39,231.26 to Ellucian to cover E-Commerce volume fees for the period of July 1, 2015 through June 30, 2016.

Justification
This is the estimated volume fee for the processing of E-Commerce transactions.

The college has a need to purchase these software licenses as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4. Ellucian Inc. has submitted a Political Contribution Disclosure Form and a Stockholder Disclosure Form in accordance with N.J.S.A. 19:44A-20.28 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 purchase is exempt from bidding in accordance with County College Contracts Law, N.J.S.A. 18A:64A-25.5 (a)(19) which exempts software from public bidding.

Charge to: College Operating Funds
Account: 10-01-165100-607656
Resolution
To authorize payment to the New Jersey President's Council for annual assessment fees, including Institutional Assessment and Transfer Assessment.

Submitted By
Dr. B. Kaye Walter, President
Mr. Victor Anaya, Chief Financial Officer
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested
Authorization to pay annual assessment fees to the New Jersey Presidents' Council C/O The College of New Jersey, in the amount of $22,768.00.

Justification
To pay the 2015-16 New Jersey President's Council annual Institutional Assessment fee in the amount of $3,000.00, and the 2016 NJ Transfer Assessment amount of $19,768.00. The College of New Jersey will collect payment on behalf of the council.

This payment is below the County College bid threshold and is exempt from Pay-to-Play.

Charge To: College Operating Funds
Account Number: 10-01-160100-607502
BOARD OF TRUSTEES ACTION A/F 10
Approval Date: October 6, 2015

Resolution:
Approval of travel expenses for CampusWorks, Inc., for July and August of 2015 totaling $12,858.79.

Submitted By
Mr. Victor Anaya, Chief Financial Officer
Ms. Sharyne Miller, Executive Director of Information Technology

Action Requested
Approval of travel expenses for July and August of 2015 in the amount of $12,858.79 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
Board of Trustees Action E/SA 1
Approval Date: October 6, 2015

Resolution
In connection with work to be performed under the Year 2 Trade Adjustment Assistance and Community College and Career Training Grant, authorize the execution of a renewal agreement with each of the eleven Participating Organizations (Brookdale Community College, County College of Morris, Essex County College, Hudson County Community College, Middlesex County Community College, Ocean County College, Passaic County Community College, Raritan Valley Community College, Sussex County Community College, and Union County College) consistent with the Year 2 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, Managing Director of Grants Administration

Action Requested
Approval by the Board of Trustees of renewal agreements between the College and the Participating Organizations; this agreement will authorize the scope of services and budget for the work and/or services to be performed by the Participating Organization 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 Educational and Training Administration.

Justification
The College previously authorized an Agreement dated, December 16, 2014 setting forth the obligations and responsibilities of the Participating Organizations in the conduct of the work funded under the Grant. The proposed renewal agreement extends those obligations and responsibilities into Grant Year 2, consisting of the period October 1, 2015 through September 30, 2016. The College has previously authorized the acceptance of the Grant Award.
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 or 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.

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 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 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 one year. The Effective Date of this Renewal Agreement is October 1, 2015. This Renewal Agreement shall expire on September 30, 2016.

   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.

<table>
<thead>
<tr>
<th>By Authorized Official</th>
<th>By Authorized Official</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bergen Community College:</td>
<td>Sub-Grantee Community College:</td>
</tr>
<tr>
<td>Name/Title</td>
<td>Name/Title</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>
Addendum A
Participating College
Contact Form
Effective October 1, 2015

<table>
<thead>
<tr>
<th>Administrative Contact</th>
<th>Administrative Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: William J. Yakowicz</td>
<td>Name:</td>
</tr>
<tr>
<td>Title: Director of Grants Administration</td>
<td>Title:</td>
</tr>
<tr>
<td>Address: Bergen Community College 400 Paramus Road Paramus, NJ 07652</td>
<td>Address:</td>
</tr>
<tr>
<td>Telephone: 201-612-5253</td>
<td>Telephone:</td>
</tr>
<tr>
<td>Fax: 201-612-5633</td>
<td>Fax:</td>
</tr>
<tr>
<td>Email: <a href="mailto:wyakowicz@bergen.edu">wyakowicz@bergen.edu</a></td>
<td>Email:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Director</th>
<th>Project Director or Coordinator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Justin E. Doheny, FACHE</td>
<td>Name:</td>
</tr>
<tr>
<td>Title: Director, Northern N.J. Health Professions Consortium</td>
<td>Title:</td>
</tr>
<tr>
<td>Address: Bergen Community College 400 Paramus Road, Rm. B101b Paramus, NJ 07652-1595</td>
<td>Address:</td>
</tr>
<tr>
<td>Telephone: 201-493-3743</td>
<td>Telephone:</td>
</tr>
<tr>
<td>Fax: 201-612-5633</td>
<td>Fax:</td>
</tr>
<tr>
<td>Email: <a href="mailto:jdoheny@bergen.edu">jdoheny@bergen.edu</a></td>
<td>Email:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Financial Contact</th>
<th>Financial Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Kelley Verkem</td>
<td>Name:</td>
</tr>
<tr>
<td>Title: Manager of Grants</td>
<td>Title:</td>
</tr>
<tr>
<td>Address: Bergen Community College 400 Paramus Road, Rm. A-335A Paramus, NJ 07652</td>
<td>Address:</td>
</tr>
<tr>
<td>Telephone: 201-301-1266</td>
<td>Telephone:</td>
</tr>
<tr>
<td>Fax: 201-612-5633</td>
<td>Fax:</td>
</tr>
<tr>
<td>Email: <a href="mailto:kverkem@bergen.edu">kverkem@bergen.edu</a></td>
<td>Email:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Authorized Official</th>
<th>Authorized Official</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: B. Kaye Walter, Ph.D.</td>
<td>Name:</td>
</tr>
<tr>
<td>Title: President</td>
<td>Title:</td>
</tr>
<tr>
<td>Address: Bergen Community College 400 Paramus Road Paramus, NJ 07652</td>
<td>Address:</td>
</tr>
<tr>
<td>Telephone: 201-447-7237</td>
<td>Telephone:</td>
</tr>
<tr>
<td>Fax: 201-447-9042</td>
<td>Fax:</td>
</tr>
<tr>
<td>Email: <a href="mailto:kwalter@bergen.edu">kwalter@bergen.edu</a></td>
<td>Email:</td>
</tr>
</tbody>
</table>
Addendum B  
Scope of Work for Participating College  
Effective October 1, 2015

TAACCCT - Year 1 Sub-Contract Outcomes & Deliverables

A. Project Outcomes (unique to each partner):  

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Sub-Grantee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Total unique participants served/enrolled in authorized healthcare training programs.</td>
<td>60</td>
</tr>
<tr>
<td>2</td>
<td>Total number of participants who have completed</td>
<td>43</td>
</tr>
<tr>
<td>3</td>
<td>Total number of participants still retained in their program of study or another TAACCCT-funded program</td>
<td>13</td>
</tr>
<tr>
<td>4</td>
<td>Total number of participants completing credit hours</td>
<td>37</td>
</tr>
<tr>
<td>5</td>
<td>Total number of participants earning credentials</td>
<td>40</td>
</tr>
<tr>
<td>6</td>
<td>Total number of participants enrolled in further education after grant-funded program of study completion</td>
<td>19</td>
</tr>
<tr>
<td>7</td>
<td>Total number of participants employed after grant-funded program of study completion (non-incumbent workers only)</td>
<td>17</td>
</tr>
<tr>
<td>8</td>
<td>Total number of participants retained in employment after program of study completion (non-incumbent workers only)</td>
<td>14</td>
</tr>
<tr>
<td>9</td>
<td>Total number of those participants employed at enrollment (for purposes of this reporting &quot;Incumbent workers&quot;) who receive a wage increase post-enrollment</td>
<td>10</td>
</tr>
</tbody>
</table>

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, 2015
Resolution
Authorization to approve payment to Career Development Institute for Animal Control Officer and Animal Cruelty Investigation Courses for the Continuing Education Program.

Submitted By
Dr. William Mullaney, Vice President, Academic Affairs
Ms. Christine Gillespie, Dean of Continuing Education
Mr. Paul F. Ragusa, Managing Director of Continuing Education

Action Requested
To authorize payment to Career Development Institute, for an amount not to exceed $31,550.00, for Animal Control Officer and Animal Cruelty Investigation Courses (CD 071 and CD 072), Continuing Education Programs.

Justification
The New Jersey Animal Control courses are approved by the New Jersey Department of Health and meet the requirement of the N.J.A.C. 8:23-A-2.2 statute of appointment by a New Jersey Municipality. Additionally, these are the only ACO Courses whose graduates receive a certification for Incident Command Systems 100 & National Incident Management 700, by the National Wildlife Fire Coordinating Group, as well as Pet First Aid.

The Career Development Institute (CDI) is contracted to provide instruction and certification preparation for animal control officer (CD 072) and animal cruelty investigator (CD 071) training. This organization is the only vendor known to the NJ Department of Health and Senior Services (NJDOHSS), and the NJ Police Training Commission to provide this training in the State of NJ. The NJ DOHSS approves all training programs and candidates for the animal control officer and animal cruelty investigator certifications. A state representative indicated that approximately two thirds of this programming across the state is provided by CDI. The remainder of approved programming is provided by other colleges themselves. Bergen Community College is the only training site in the Bergen County region. To date, four sections of CD 072 and two sections of CD 071 have run with a total of 120 students completing the training since October 2012.

The funds are to pay for curriculum and instructional services for these increasingly popular courses, which surpassed enrollment estimates last fall. Each course is $879 and 72% goes to CDI and 28% to Bergen Community College. Bergen Community College is the only school in the County offering these courses, and there is a high rate of student satisfaction. The financial details of the contract include a charge to Bergen of $831 per student enrolled with the remaining tuition dollars retained by Bergen. A total of $105,480 revenue has been collected since October 2012 with $75,744 being paid to CDI and Bergen retaining net revenue of $29,736 thus far.
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. Career Development Institute 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. (www.cditraining.org)

These services are exempt from bidding in accordance with County College Contracts Law 18A:64A-25.5 (a) (2).
(Extraordinary unspecifiable services).

Charge to: College Operating Funds
Account Number: 10-03-391006-607550

Additional justification supporting BOT Resolution (October 2015)
Continuing Education and Career Development Institute
August 31, 2015

The Career Development Institute (CDI) is contracted to provide instruction and certification preparation for animal control officer (CD 072) and animal cruelty investigator (CD 071) training. This organization is the only vendor known to the NJ Department of Health and Senior Services (NJDOHSS), and the NJ Police Training Commission to provide this training in the State of NJ. The NJ DOHSS approves all training programs and candidates for the animal control officer and animal cruelty investigator certifications. A state representative indicated that approximately two thirds of this programming across the state is provided by CDI. Bergen Community College is the only training site in the Bergen County region. To date, four sections of CD 072 and two sections of CD 071 have run with a total of 120 students completing the training since October 2012.

The financial details of the contract include a charge to Bergen of $631 per student enrolled with the remaining tuition dollars retained by Bergen. A total of $105,480 revenue has been collected since October 2012 with $75,744 being paid to CDI and Bergen retaining net revenue of $29,736 thus far.

For the academic year 2015-2016 we project the need for a maximum of $31,550 to be paid to CDI, as follows: CD 072 fall 2015, maximum of 25 students ($15,775 paid to CDI), and CD 071 spring 2016, maximum of 25 students ($15,775 paid to CDI). Our projected maximum net revenue for each class is $6,200, for a total maximum net revenue of $12,400.
Resolution
To authorize submission of the Perkins FY 2016 spending plan in the amount of $525,926.00 to the State of New Jersey Department of Education, and to authorize President B. Kaye Walter, or her designee, to execute required documents.

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

Justification
The State of New Jersey Department of Education allocation of Perkins Funds for Bergen Community College is $525,926.00 for Fiscal Year 2016 (July 1, 2015 through June 30, 2016). Perkins planning committee priorities for FY 2016 Career and Technical Education (CTE) were determined on the basis of feedback from CTE program advisory committees, departmental need assessments, and program performance outcome measures. Specific CTE program support requests include:

- Equipment, supplies, conference attendance and travel, on-site professional development and simulation training for Integrated Health Professions program faculty.
- Equipment upgrades for the Information Technology Department.
- Computers and software for Legal Studies/Criminal Justice
- Digital Wireless Intercom System for Music Technology/Musical Theater program.
- Workstations for Manufacturing Design Program.
- Professional Development, especially in nontraditional student recruitment, enrollment, retention, and completion for CTE program faculty and staff.

Total costs include $465,130 for equipment and supplies, $34,500 for Travel and Professional Development, and $26,296 for Administrative Costs.

No college funds are required.
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
Ms. Juhi Bhatt, Coordinator of Student Conduct & Student Information

Action Requested
Authorization to implement updated Student Code of Conduct

Justification
The Office of Student Conduct Process and Policies has updated the Bergen Community College Student Code of Conduct to reflect office personnel title changes as well as best practices in the field. With recent updates to Title IX legislation, the Violence Against Women Act (VAWA) and the Clery Act, the Dean of Student Life & Conduct along with the Coordinator of Student Conduct & Student Information, under the direction of the Vice President of Student Affairs, changed and added necessary language in the Student Code of Conduct.

Necessary additions include definitions for consent, domestic violence, stalking, and dating violence as well as title changes for the Dean of Student Life & Judicial Affairs to Dean of Student Life & Conduct. The Coordinator of Judicial Affairs and Student Information is now the Coordinator of Student Conduct and Student Information. Additional language changes include changing the phrase judicial hearing board to community standards review board and the addition of core values to reflect the mission and values of the College as well as the department within the Office of Student Affairs.
I. Student Code of Conduct
   • Core Values [pg. 2]
   • Definitions [pg. 2]

II. Authority [pg. 4]

III. Violations of the Law and This Code [pg. 5]

IV. Special Provisions [pg. 6]

V. Offenses Under This Code [pg. 8]
   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 [pg. 20]

VII. Statement of the Rights of the Victim of Sexual Assault (in accordance with the Campus SVE Act of 2014) [pgs. 23]

VIII. Statement of the Rights of the Respondent [pg. 25]

IX. Student Code of Conduct Process and Procedures [pg. 26]
   1. Filing a Complaint
   2. Initial Investigation
   3. Student Conduct Hearing
   4. Appeal Procedures
   5. Standard of Review for Appeals
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

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 Life and Student Conduct. The Dean of the Office 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 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 Process and Policies 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. This applies only to first-time, isolated incidents, and does not excuse or protect those who flagrantly or repeatedly violate college alcohol 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 discourage academic dishonesty.

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.

6. Plagiarising 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.

Sanctions Against a Student for a Classroom Violation

- The faculty member must report all incidents to the Chair of the department
- The faculty member, in consultation with the Chair, will determine the course of action to be followed. This may include:
  - Assigning a failing grade on the assignment
  - Assigning a lower final course grade
  - Failing the student in the course
  - Other penalties appropriate to the violation
- The student has the right to appeal the decision of the faculty member by writing to the appropriate Department Head and then to the Academic Vice President.

*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 Conduct Board prior to, during, and/or after a campus conduct proceeding;
   - Failure to comply with the sanction(s) imposed by the judicial board;
• Failure to respect the dignity and privacy of fellow Bergen Community College members by disclosing confidential information obtained during participation in a conduct board hearing; 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 and Student Conduct immediately. Contact information is available by accessing the online staff directory and/or by visiting the Office of Student Life and 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 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 supersede 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 judicial 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 Judicial 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 Judicial Affairs. Both criminal and college processes may be used simultaneously.

**In order for the victim to regain a feeling of control over her/his life, it is very important that the victim 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 it’s 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.

The College’s Title IX Coordinator is Dr. Naydeen Gonzalez-De Jesus, Vice President of Student Affairs, Pitkin Education Building, Room A-310, ext. 1577.

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.

Procedures Under this Code

1. Filing A Complaint

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.

Complaints 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 may not be able 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 complaint 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.

2. 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 Judicial 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 Respondent student 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 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.

- **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.

3. 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 email to the student's official email address @me.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 judicial 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 hearing 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 Conduct Board, which panel shall listen to the proofs 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 Judicial 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.

B. 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.

4. **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 July 2015**.
Resolution
Appointment: Professional Staff

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.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position/Division</th>
<th>Salary</th>
<th>Effective Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fernando Encarnacion</td>
<td>Evening Math Lab Coordinator</td>
<td>$35,000.00</td>
<td>10/01/15 – 6/30/16 (pro-rated)</td>
</tr>
<tr>
<td>Joseph Pitre</td>
<td>Math Lab Supervisor</td>
<td>$38,000.00</td>
<td>10/01/15 – 6/30/16 (pro-rated)</td>
</tr>
</tbody>
</table>

Justification
Upon expiration of grant funding, to appoint these individuals to the positions through college funding. There is no additional headcount. These are budgeted positions.

Charge to: College Operating Funds
Account Number:
Resolution
Appointment: Technical Assistant I/ Faculty

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.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position/Division</th>
<th>Salary</th>
<th>Effective Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mine Ugurlu</td>
<td>Technical Assistant I (Enrollment Specialist)/</td>
<td>$45,025.00</td>
<td>09/01/15 – 6/30/16</td>
</tr>
<tr>
<td></td>
<td>Admissions and International Programs/</td>
<td>(pro-rated)</td>
<td>(retroactive)</td>
</tr>
<tr>
<td></td>
<td>Student Affairs</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Justification
To fill a budgeted position through a successful search process.

Charge to: College Operating Funds
Account Number:
Resolution
Appointment: Lecturers, Fall 2015 Semester

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

Action Requested
To approve the appointment of the following individual as a Lecturer for the Fall 2015 semester at the salary indicated.

<table>
<thead>
<tr>
<th>Name</th>
<th>Discipline/Division</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frank Danieli</td>
<td>Hotel Restaurant Management/Business, Arts and Social Sciences</td>
<td>$18,776.00</td>
</tr>
</tbody>
</table>

Justification
To provide adequate coverage of classes for the Fall 2015 semester.
Resolution
Appointment: Academic Chair and Program Coordinator/Faculty

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 Academic Chair and Program Coordinator at the stipends and release time shown for the period July 1, 2015 – June 30, 2016*.

<table>
<thead>
<tr>
<th>Name</th>
<th>Departments/Division</th>
<th>Annual Stipend</th>
<th>Annual Release Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACADEMIC CHAIRS</td>
<td>Composition/Literature and English Basic Skills//Humanities</td>
<td>$6,400.00</td>
<td>23 credit hours</td>
</tr>
<tr>
<td>Lou Ethel Roliston</td>
<td></td>
<td></td>
<td>*pro-rated from 08/04/15 – 06/30/16</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Annual Release Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROGRAM COORDINATORS/DIRECTORS</td>
<td>English Basic Skills//Humanities</td>
<td>12 credit hours</td>
</tr>
<tr>
<td>Seamus Gibbons</td>
<td></td>
<td>*pro-rated from 08/14/15 – 06/30/16</td>
</tr>
</tbody>
</table>

Justification
To appoint the Academic Department Chair and Program Coordinator due to the interim appointment of the Dean of Humanities.

Charge To:
Account Number:
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, 2015 – June 30, 2016.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Annual Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marie Andreozzi</td>
<td>Medical Office Assisting/Health Professions</td>
<td>$4,540.00</td>
</tr>
<tr>
<td>Geralyn Collins-Eisler</td>
<td>Diagnostic Medical Sonography/Health Professions</td>
<td>$4,540.00</td>
</tr>
<tr>
<td>Mary Chmielewski</td>
<td>Surgical Technology/Health Professions</td>
<td>$4,540.00</td>
</tr>
<tr>
<td>Tomira Luchynskyi</td>
<td>Dental Hygiene/Health Professions</td>
<td>$4,540.00</td>
</tr>
<tr>
<td>Kelly Horgan</td>
<td>Respiratory Therapy/Health Professions</td>
<td>$4,540.00</td>
</tr>
<tr>
<td>Joanne Piccinni</td>
<td>Paramedic Science/Health Professions</td>
<td>$4,540.00</td>
</tr>
<tr>
<td>Lisa Picht</td>
<td>Veterinary Technology/Health Professions</td>
<td>$4,540.00</td>
</tr>
<tr>
<td>Elizabeth Romano</td>
<td>Radiography/Health Professions</td>
<td>$4,540.00</td>
</tr>
<tr>
<td>Richard Sodora</td>
<td>Radiation Therapy/Health Professions</td>
<td>$4,540.00</td>
</tr>
</tbody>
</table>

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

Charge To:
Account Number:
BOARD OF TRUSTEES ACTION P1F
Approval Date: October 6, 2015

Resolution
Appointment: Professional Staff

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.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position/Division</th>
<th>Salary</th>
<th>Effective Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ann Gill</td>
<td>Office Services Supervisor/Registration/</td>
<td>$45,000.00</td>
<td>10/01/15 – 6/30/16</td>
</tr>
<tr>
<td></td>
<td>Student Affairs</td>
<td>(pro-rated)</td>
<td>(retroactive)</td>
</tr>
<tr>
<td>Violette Surdyka</td>
<td>Coordinator of Veterans and Military</td>
<td>$46,847.00</td>
<td>10/07/15 – 6/30/16</td>
</tr>
<tr>
<td></td>
<td>Affairs/Student Affairs</td>
<td>(pro-rated)</td>
<td></td>
</tr>
</tbody>
</table>

Justification
To fill budgeted positions through a successful search process.

Charge to: College Operating Funds
Account Number:
Resolution
Appointment: Professional Staff

Submitted By
Ms. Sharyne Miller, Executive Director, Information Technology
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:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position/Division</th>
<th>Salary</th>
<th>Effective Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ted Jaronsinski</td>
<td>Technical Coordinator – Media Technologies</td>
<td>$50,000.00</td>
<td>10/19/15 – 6/30/16 (pro-rated)</td>
</tr>
<tr>
<td></td>
<td>Student Affairs</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Justification
To fill a budgeted position through a successful search process.

Charge to: College Operating Funds
Account Number:
Resolution
Reappointment: Project Personnel – Grants

Submitted By
Dr. Naydeen Gonzalez-DeJesus, 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 grant personnel listed below be reappointed to the positions and salaries indicated for the period listed.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Salary</th>
<th>Effective Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ellen Aramini</td>
<td>Director of Career Placement</td>
<td>$76,125.00</td>
<td>10/01/15 – 01/15/16</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(pro-rated)</td>
<td>(retroactive)</td>
</tr>
<tr>
<td>Natalie Brown</td>
<td>Grant Counselor</td>
<td>$50,000.00</td>
<td>10/01/15 – 06/30/16</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(pro-rated)</td>
<td>(retroactive)</td>
</tr>
<tr>
<td>Vincent Cheng</td>
<td>Project Director/HPOG</td>
<td>$75,206.00</td>
<td>10/01/15 – 01/31/16</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(pro-rated)</td>
<td>(retroactive)</td>
</tr>
</tbody>
</table>

Justification
Reappointment of grant-funded positions. These are at will positions.
Resolution
Amend: Stipends for Nursing Clinical Faculty for Fall 2015 semester

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

Action Requested
To amend the payment of stipends for the following individuals in the Nursing Clinical Faculty in the amounts indicated for the Fall 2015 semester due to a change in schedules.

<table>
<thead>
<tr>
<th>Name</th>
<th>Semester stipend amount*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adjuncts</td>
<td></td>
</tr>
<tr>
<td>Jenna Forsythe</td>
<td>$1,010.00</td>
</tr>
<tr>
<td>Thomas Negri</td>
<td>$1,010.00</td>
</tr>
</tbody>
</table>

*For ½ semester clinical only

Justification
Amendment of Payment of Nursing Clinical Faculty stipends from the September 1, 2015 Board Action P3, due to a change in their schedules.

Charge To:
Account Number:
Resolution
Approve: Leave of Absence/Professional Staff

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

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

Name            Position/Division           Effective Date
Gabriela Kosek  Testing Assistant/Office of Testing/ 09/21/15 (retroactive)
                Academic Affairs

Justification
Medical/Family Leave
BOARD OF TRUSTEES ACTION P5A
Approval Date: October 6, 2015

Resolution
Resignation: Professional Staff

Submitted By
Ms. Sharyne Miller, Executive Director, Information Technology
Mr. James R. Miller, Executive Director, Human Resources

Action Requested
To approve the resignation of the following individuals:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position/Division</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Esther Mills</td>
<td>Sr. Programmer Analyst/Information Technology</td>
<td>09/22/15 (retroactive)</td>
</tr>
<tr>
<td>Lori Mish</td>
<td>Public Relations Assistant/Public Relations</td>
<td>09/04/15 (retroactive)</td>
</tr>
</tbody>
</table>

Justification
Resignation
BOARD OF TRUSTEES ACTION P5B
Approval Date: October 6, 2015

Resolution
Resignation: Grant Counselor (STEM)

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

Action Requested
To approve the resignation of the following individual:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position/Division</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jessica Steinheimer</td>
<td>Grant Counselor/Student Affairs</td>
<td>10/07/15</td>
</tr>
</tbody>
</table>

Justification
Resignation
BOARD OF TRUSTEES ACTION P5C
Approval Date: October 6, 2015

Resolution
Resignation: Confidential

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:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position/Division</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pamela Forte</td>
<td>Assistant Dean of Nursing/Health Professions</td>
<td>10/23/15</td>
</tr>
</tbody>
</table>

Justification
Resignation
Resolution
Termination: Grant

Submitted By
Dr. Naydeen Gonzalez-DeJesus, Student Affairs
Dr. William Mullaney, Vice President, Academic Affairs
Mr. James R. Miller, Executive Director, Human Resources

Action Requested
To approve the termination of the following individuals:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position/Division</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clara Chen</td>
<td>Grant Counselor/Student Affairs</td>
<td>09/30/15</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(retroactive)</td>
</tr>
<tr>
<td>Paul Fisher</td>
<td>Basic Skills Tutorial Supervisor/Cerullo Learning</td>
<td>09/30/15</td>
</tr>
<tr>
<td></td>
<td>Center/Academic Affairs</td>
<td>(retroactive)</td>
</tr>
</tbody>
</table>

Justification
To terminate grant-funded positions due to the expiration of the grants.

Charge to: Grant Funds
Account Number:
BOARD OF TRUSTEES ACTION P7
Approval Date: October 6, 2015

Resolution
Retirement: 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 retirement of the following individuals:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position/Division</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eneida Perez</td>
<td>Customer Service Associate/ Facilities Planning, Operations and Public Safety</td>
<td>01/01/16</td>
</tr>
<tr>
<td>Sandra Shaffer</td>
<td>Senior Custodian/Buildings and Grounds/ Facilities Planning, Operations and Public Safety</td>
<td>01/01/16</td>
</tr>
</tbody>
</table>

Justification
Retirement
Resolution
WHEREAS the Bergen Community College ("College") and the Bergen Community College Adjunct Faculty Union ("BCCAFU") engaged in collective bargaining for an initial collective bargaining agreement; and

WHEREAS, the parties have reached a tentative agreement subject to ratification by a majority of both parties.

Please see attached document.
MEMORANDUM OF UNDERSTANDING

The following are the tentative terms for a collective bargaining agreement between Bergen Community College and Bergen Community College Chapter of United Adjunct Faculty of New Jersey, Local 2222, American Federation of Teachers (AFT), AFT-New Jersey AFL-CIO, subject to ratification by a majority vote of the parties' respective membership.

Bergen Community College

[Signature]

Dated: 9/2/15

Bergen Community College Chapter of United Adjunct Faculty of New Jersey, Local 2222, American Federation of Teachers (AFT), AFT-New Jersey AFL-CIO

[Signature]

Dated: 9/2/15
ARTICLE I - RECOGNITION CLAUSE

UNIT: Included: All adjunct faculty who have accepted teaching assignments for credit courses at Bergen Community College in the current academic year and who also taught at least one credit course during either the current or previous academic year at Bergen Community College.

Excluded: Managerial executives, confidential employees, and supervisors within the meaning of the Act; craft, non-professional, police, full-time faculty, casual employees, and all other employees employed by the Bergen Community College.
ARTICLE II - DEFINITIONS

A. "College" as used in this Agreement shall refer to Bergen Community College.

B. "Board" as used in this Agreement shall refer to the Board of Trustees of Bergen Community College.

C. "Chapter" as used in this Agreement shall refer to the Bergen Community College Chapter of United Adjunct Faculty of New Jersey, Local 2222, American Federation of Teachers (AFT), AFT-New Jersey AFL-CIO.

D. "Bargaining Unit" as used hereafter shall refer to all adjunct teaching faculty members represented by the Chapter, as defined in Article I – Recognition.

E. "Bargaining Unit Members" as used hereafter shall refer to all persons who are employed by the College as adjunct teaching faculty members and who are eligible for membership in this bargaining unit as defined in Article I – Recognition.

F. "Semester" as used hereafter shall refer to the Fall and Spring semesters of the academic year.
ARTICLE III – INFORMATION EXCHANGE

A. The Chapter agrees to furnish to a designee named by the College a complete list of all officers of the Chapter including titles, addresses, and designation of responsibilities and to keep such list current.

B. The College agrees to furnish to the Chapter a register of bargaining unit members who are teaching in any given semester by end of the sixth (6th) week of that semester. The register shall be provided in electronic form. The computerized information shall be provided in the form of an Excel file with the following fields:

1. Last name
2. First name
3. Street Address
4. City
5. State
6. Zip
7. Email Address (if available)
8. Telephone number (if available)
9. Number of the scheduled credits to be taught in the semester
10. Work department and campus
11. Full member or Agency Fee Payer designation

C. The College shall respond to inquiries from the Union regarding dues deductions and the status of a bargaining unit member within ten (10) working days.
ARTICLE IV – DEDUCTIONS FROM SALARY

A. The College shall deduct from the salary of each full member of the Chapter dues which the adjunct faculty member individually and voluntarily authorized the College to deduct. Dues deduction authorizations shall be in writing and shall continue in force in accordance with law until a notice of withdrawal is filed with the College by the adjunct faculty member. The Chapter will provide the initial necessary “checkoff authorization” form and the Chapter will secure the signatures of its members on the forms and deliver the signed forms to the College Director of Human Resources.

B. If during the life of this Agreement there shall be a change in the rate of membership dues, the Chapter shall furnish to the College written notice sixty (60) days prior to the effective date of the change.

C. The College shall deduct from the salary of bargaining unit members who choose not to be members of the Chapter, a representation fee equal to eight-five per cent (85%) of the Federation dues.

D. The monies deducted under this Article _____ together with a list of adjunct faculty from whose salary dues or a representation fee have been deducted, shall be transmitted to the Treasurer of the Chapter once per month. This monthly dues remittance shall normally occur within ten (10) days after the last pay day of the month. No remittance will be made for pay days in September and February.

E. The only obligation of the College shall be to remit to the Chapter the total deductions made under this Article ____. Upon the College compliance with its remittance obligations under this Article ____, the Chapter shall indemnify, defend and save the College harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the college in reliance upon dues deduction authorizations or agency fee deductions submitted by the Chapter to the College.
ARTICLE V – MANAGEMENT RIGHTS

The Board retains all powers, rights, authority, duties and prerogatives conferred upon by the laws of the State of New Jersey or enjoyed prior to the execution of this Agreement. Any rights or privileges not expressly given to employees or to the Union in this Agreement are hereby expressly reserved by the College as a management prerogative.
ARTICLE VI - BARGAINING UNIT MEMBER RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, amended by Chapter 123, Public Laws 1974, the College hereby agrees that bargaining unit members shall have the right to freely organize, join and support the Chapter and its negotiations and other legal concerted activities. The College undertakes and agrees that it shall not discourage or deprive or coerce bargaining unit members in the enjoyment of any rights conferred by the New Jersey Employer-Employee Relations Act; that it shall not discriminate against any members with respect to hours, wages, or any term or condition of employment by reason of the members’ membership in the Chapter and its affiliates, collective negotiations with the College or institution of any grievance, complaints or proceeding under this Agreement with respect to any terms and conditions of employment.

B. Bargaining unit members shall not be prevented from wearing pins as identification of membership in the Chapter or its affiliates.

C. The College shall comply with the New Jersey Law Against Discrimination ("NJLAD").

D. Discipline shall be applied in a non-discriminatory fashion and shall be determined on a case-by-case basis and shall take into account the nature of the offense, the number of previous offenses, and the general employment record of the unit member. Unit members subject to disciplinary action retain the right to utilize the grievance procedure contained within this Agreement. This provision shall not apply to non-reappointments.

E. Nothing contained herein shall be construed to deny or restrict any unit member such rights that he/she may have under New Jersey school laws or other applicable laws or regulations.

F. All bargaining unit members shall have access to the library including its computer labs and multimedia resources. Access to the library shall begin as of the date of the unit member’s preliminary notification of hire and shall continue for twelve (12) months from the initial notification of hire.

G. The College shall provide each bargaining unit member with an email account and a designated area for receipt of mail. Said email account shall be the authorized method by which the College may communicate with each bargaining unit member.

H. The College shall provide, in appropriately designated area for course-related purposes, access to work space, telephones, computers and printing sources. In addition, adequate space will be provided at campus for unit members to meet confidentially with students as needed. This provision shall not mean or be interpreted to require office hours or other student meetings.

I. Keys to faculty restrooms will be made available to bargaining unit members no later than the end of the first week of any semester when they are on campus. Keys can be picked up
at the Public Safety or Adjunct Administration Office. They must then be returned at the end of the semester.
ARTICLE VII – GRIEVANCE PROCEDURES

A. For the purposes of this Article, the term "grievance" shall refer to any claim by any bargaining unit member(s) or the Chapter that there has been a violation, misinterpretation, or improper application of this Agreement or a violation of any rule or policy of the Administration affecting the terms and conditions of employment.

B. For the purposes of this Article, the term "grievance" shall refer to a bargaining unit member(s) or the Chapter making the claim on behalf of the bargaining unit member(s) or the Chapter on behalf of itself.

C. The grievance procedure shall conform to the following steps:

1. Informal Procedure: In the event a bargaining unit member, a group of bargaining unit members, or the Chapter believes there is a basis for a grievance, the party or parties involved shall first discuss the grievance informally with their Department Chairperson and attempt to resolve the matter. Settlement at this informal stage shall have no precedential effect.

2. Formal Procedure: If, as a result of the informal discussion with the appropriate Chairperson, the matter is not resolved, the grievant may invoke the formal grievance procedure by having the Chapter submit a written grievance on the member’s (or members’) behalf. The written grievance shall be submitted not later than five (5) working days after the Informal Procedure outlined above, but, in any event, not later than ten (10) working days from the date the grievant should have reasonably known of its occurrence.

   a. Step One: The grievance must be submitted in writing, stating the alleged violation and the remedy sought, to Director of Human Resources, with a copy to the appropriate Dean. The bargaining unit member(s) and a Chapter representative shall meet with the Director of Human Resources or designee for the purpose of resolving the grievance.

      The meeting must be held within ten (10) school days of receipt of the written grievance. The Director of Human Resources or designee shall submit a written answer within twenty (20) school days after the above-mentioned meeting.

   b. Step Two: If the Chapter is not satisfied with the Step One decision, or if no response is rendered within the time limits of Step One, the Chapter shall have seven (7) school days to file the written grievance with the Vice-President of Academic Affairs or designee.

      Within ten (10) school days of the date of filing, the Vice-President of Academic Affairs or designee shall meet with the grievant, any involved administrator, and a Chapter representative in an effort to resolve the grievance. The Vice-President of Academic affairs.
Affairs or designee shall submit the decision in writing within twenty (20) school days of said meeting with a copy sent to the Chapter.

c. **Step Three:** If the Chapter is not satisfied with the decision in Step Two, or if no decision has been rendered within the time limits as set forth in Step Two, the Chapter may submit the grievance to the Board of Trustees by filing a grievance within seven (7) school days of receipt of the decision through normal College Channels, with the Secretary of the Board. The Board shall, within thirty (30) calendar days of the receipt of the grievance by the Secretary of the Board, hold a hearing on it, if the Chapter requests such a hearing. Otherwise, the Board may consider the written record submitted to it, or the Board may, on its own motion, conduct a hearing.

The Board shall make a determination on the grievance, in writing, within seven (7) school days of the last hearing or last submission of materials, indicating the Board’s disposition of the grievance. A copy of the Board’s disposition shall be transmitted to the Chapter and to the President of the College. The disposition of the grievance by the Board shall be final.

d. **Rules and Limitation:**

The grievance may be withdrawn at any level.

The number of days in each step shall be considered as maximum and every effort shall be made to expedite the process. However, the time limits stated in the procedure may only be extended by written mutual Agreement.

Failure of the administration to submit a written decision within the designated timelines shall allow the grievance to proceed to the next step. Failure of the Chapter to process any grievance in accordance with the designed timelines shall be deemed to be an acceptance of the decision.

No reprisals of any kind shall be taken against any unit member for participating in any grievance.

The College agrees to furnish any documents that may be reasonably and lawfully required to process grievances in accordance with this Article.
ARTICLE VIII – TEACHING LOADS

A. The assignment of credit, non-credit, and hourly duties shall be at the sole discretion of the College.

B. Bargaining unit members shall not apply for or accept a credit workload of more than nine (9) hours per Fall semester and/or nine (9) hours per Spring semester based on a mutual assumption and agreement that a member will spend 1.25 hours of non-classroom time for each hour of teaching. Should the IRS change it regulations with respect to the 1.25 hour safe harbor assumption, the College may unilaterally change the nine (9) hour limit, upon notice to the Chapter. Bargaining unit members may apply to teach more than nine (9) hours per Fall semester and/or nine (9) hours per Spring semester, up to a maximum of twelve (12) hours per Fall semester and/or twelve (12) hours per Spring semester with written pre-approval of the Vice-President of Academic Affairs and the Director of Human Resources.

C. Bargaining unit members shall not apply for or accept any other non-teaching assignment or employment without the written pre-approval of the Vice-President of Academic Affairs and the Director of Human Resources to ensure that no Bargaining Unit member work more than twenty-seven (27) hours per week in total (including teaching workload).
**ARTICLE IX - WAGES**

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<th>Per Credit Rate - Effective 7/1/2012</th>
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<td>$ 745.00</td>
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Full retroactive salary increases back to July 1, 2012 shall only apply to those Adjunct faculty who worked in either the 2012 Academic Year and/or the 2013 Academic Year and who also taught in either or both Fall 2014 and Spring 2015. Adjunct faculty who received salary increases in 2012 and/or 2013 shall only be entitled to the difference between what he/she received in either 2012 and/or 2013 and the above noted increases as long as he/she worked in either or both the Fall 2014 and Spring 2015.
ARTICLE X - TEACHING MATERIALS

Adjunct faculty members may propose textbooks or teaching materials for consideration for classroom use consistent with established practices and departmental procedures. In all cases, the Department Chair or Dean must approve the textbooks or teaching materials. Approved textbooks or teaching materials will be provided by the College. The College will provide the aforesaid textbooks and materials in a timely fashion to allow the adjunct faculty member adequate time to prepare for teaching the course. The College will notify adjunct faculty members of changes to textbooks, teaching materials or syllabi with two weeks prior to the commencement of a course.
ARTICLE XI - DISTANCE LEARNING AND HYBRID COURSES

A. ASSIGNMENT

In order to be eligible to teach a distance education course, an adjunct faculty member must be qualified by attending the training program offered by the Center for Innovation in Teaching and Learning ("CITL").

B. CREATION AND APPROVAL OF DISTANCE EDUCATION COURSES

Creation of distance education courses or conversion of existing courses to distance education courses shall follow the same process of approval as that for any traditional classroom course. The application to develop a distance education course must be submitted for an initial approval from, first the Department Chairperson and then the Dean of the Department.

C. SCHEDULING AND COMPENSATION FOR DEVELOPMENT OR CONVERSION OF DISTANCE EDUCATION COURSES

1. TOPP for Teachers – Bargaining unit members who have never taught online or in the hybrid mode and want to teach a course already developed by another teacher are required to take TOPP for Teachers. TOPP for Teachers will be compensated with a stipend at the rate of $450.00.

2. TOPP Level 1 – Bargaining unit members who have received approval to teach an online or hybrid, who have not previously taught distance education, shall receive training and develop the necessary skills. The member will be required to take a TOPP level 1 course. This is a twelve (12) week, two (2) hours per week course. TOPP Level 1 will be compensated with a stipend at the rate of $900.00. Members who complete TOPP Level 1 are expected to make a good faith commitment to teach the course online or in hybrid for a minimum of two (2) (not necessarily consecutive) semesters.

3. Semesters one and two – Bargaining unit members, having completed TOPP 1 training and having received approval of course content from the Academic Department Chair to teach it, will be compensated for the first time the course is run with a stipend of $900.00. This shall also apply to the second semester the course is taught.

4. TOPP Level II - The Bargaining Unit member may elect to take TOPP II training within either the first or second semester they teach online. This course is designed to support the member as they teach online or hybrid course for the first time. Level II course will last approximately seven (7) weeks. TOPP Level II will be compensated with a stipend of $1800.00.

5. TOPP Level III – The Bargaining Members who have taught online or hybrid courses for a minimum of three semesters and who wish to participate in a TOPP Level III advanced program and who commit to revising their courses according to the Moodle Exemplary
Courses Project, or other appropriate criteria as established by the TOPP trainers prior to said members' level III, may choose to do so. If they do, bargaining members will receive an additional stipend of $1800.00 when the member completes training.

6. Bargaining Unit Members who either fail to complete the training programs or drop out will not receive aforesaid compensation stipends.

7. ADDITIONAL COURSES – Bargaining unit members who develop an additional, new online or hybrid course will be compensated with a stipend of $1350.00.

8. Compensation for all development shall be paid within thirty days (30) of the filing of appropriate paperwork.

9. All rates of compensation shall be contingent upon the rates of full-time faculty. Adjustments to rates will be made that are equal to full-time faculty.

D. COMPENSATION FOR TEACHING OR REVISING A DISTANCE EDUCATION COURSE

1. Bargaining unit members shall be compensated for distance education courses at the same rate of pay as they are compensated for teaching the course on campus.

2. If the total enrollment of a distance education course exceeds normal teaching load limits as set forth by the College for non-lecture, online classes, the bargaining unit member shall be paid at the same rate per student in each section taught over the normal class teaching load limits as set forth in the full-time contract.

3. Bargaining unit members who convert a course from a current learning management system (currently Moodle) to a new learning management system selected by the college shall be paid $700.00 for each converted course (not course sections). In order to be eligible, the member must have taught the course to be converted in the previous learning management system at least once as an online or hybrid course.

E. COPYRIGHT AND OWNERSHIP

1. Introduction – the following shall be understood to be the collectively negotiated intellectual property agreement between the College and Bargaining Unit Members with respect to online and hybrid courses only. Essentially, this agreement established three kinds of ownership for online and hybrid courses and/or course content: (1) single ownership by the creator of online or hybrid course content (or multiple ownership by creators only); (2) joint ownership by the College and creator(s) of a course and/or course content; and (3) single ownership of model online and hybrid courses by the College.

2. Definitions – "Ownership" and "copyright" shall be understood according to the intellectual property laws of the United States of America. "Specific assignment" shall mean an
appropriate college administrator (excluding Academic Department Chairs or similar positions) requesting a bargaining unit member to develop an online or hybrid course or course content, or in virtue of a specific position occupied by a bargaining unit member whose duties include development of online or hybrid courses and/or course content. All of the work performed by DL Mentors on model courses shall be construed to be under specific assignment. “Specific compensation” shall include money other than a bargaining unit member’s base salary and other administrative compensation paid to a bargaining unit member for the purpose of a clearly defined and limited project. Specific compensation shall not include TOPP (or any similar training) compensation. “Course content” shall be understood to be the discipline specific material created by a bargaining unit member(s), and shall exclude the course management system components and course navigations software and other aspects of the College’s web site.

3. Joint Ownership – Individually designed, constructed, and administered online or hybrid course contents that are the result of specific assignment and for which there is specific compensation (i.e., not model online or model hybrid courses) shall be jointly owned by the bargaining unit member who already holds ownership and copyright (or ownership and copyright is held by a bargaining unit member and other third parties), then the College shall not have any ownership of that specific content (e.g., an article published in a journal). After five years from the first day of the initial semester that a jointly owned online or hybrid course is offered, the content of said online or hybrid course shall be owned by the creator(s). If the College wishes to own any such content of online or hybrid courses after the five-year period, then the College may offer the creator(s) a cash buy-out option. The bargaining unit member is not obligated to accept such an offer. In cases in which a buy-out occurs, the College agrees to recognize, and give printed/published credit to, the creator(s) of the online or hybrid courses for the entire duration the College uses said courses. Within the five year period of joint ownership, the College hereby agrees to pay any and all creators of jointly owned course royalty equal to fifty percent (50%) of all net profits generated from the licensing or sale of the on line or hybrid course. If there is more than one creator of a jointly owned online or hybrid course, then the fifty percent (50%) royalty shall be shared by the creators. Under no circumstances, however, shall the College pay any royalty, fee commission or the like for jointly owned online or hybrid courses unless the College receives payment from third parties. In other words, use of a jointly owned online or hybrid course by the College, or failure to receive payment from a third party, shall not obligate the College for any royalty or commission to the creator(s) of said courses. In cases where there is joint ownership during the five-year period, all decision of licensure or sale must be agreeable to both parties.

Online or hybrid courses that were individually constructed and designed by bargaining unit members, and for which there was specific compensation from the College to the bargaining unit member, prior to the effective date of this Agreement, will begin their five-year period as of the effective date of this agreement.
4. **College Ownership** – Courses satisfying the criteria specified herein for a model course shall be owned by the College. The College hereby agrees to pay any and all creators of said model courses royalty equal to fifty percent (50%) of all net profits generated from the licensing or sale of the online or hybrid course. If there is more than one creator of an online or hybrid model course, then the fifty percent (50%) royalty shall be shared by the creators. Under no circumstances, however, shall the College pay any royalty, fee, commission or the like for the model online or hybrid course unless the College received payment from third parties. In other words, use of a model online or hybrid course by the College, or failure to receive payment from a third party, shall not obligate the College for any royalty or commission to the creator(s) of model courses. The College agrees to recognize, and give printed/published credit to, the creator(s) of model online or hybrid courses for the entire duration the college uses said courses.

5. **Severability** – If any of the preceding is or becomes contrary to United States Copyright statutes, then all other components of the agreement shall remain in force.
ARTICLE XII - TIMELY NOTIFICATIONS

A. Whenever possible, the College will offer employment to unit members in the semester prior to the semester in which the offer applies. Whenever possible, offers of employment for the summer session will be made by April 30th.

B. The College will provide individual employment assignments which specify the assigned course, meeting dates and location, duration of the course, number of credits and the rate of pay. Said assignments shall be issued at least two weeks prior to the start of the semester or as soon as practicable.

C. If a course which has been offered and accepted by a unit member is cancelled for any reason including insufficient registration, the College will notify the unit member within two business days of the cancellation.

D. If the cancellation takes place within one week of the start of the semester, the unit member will be compensated at the rate of one half of a credit hour.

E. If the course has been taught before it is officially cancelled, the unit member will be compensated on a pro-rated formula equivalent to 2.25 times the actual number of hours taught.
ARTICLE XIII - PROFESSIONAL DEVELOPMENT

Adjunct Faculty members will be offered the opportunity to participate in a College sponsored professional development program ("BCC-PDP") for those who elect to participate, the following will apply:

1. The BCC-PDP administrative procedures will be made available to member of the unit. Said procedures may be changed by the College from time to time, upon reasonable notice.

2. A first time participant who successfully completes at least 20 hours of approved instruction in an academic year ("Phase #1") will receive a stipend of $500.00. However, a first time participant who teaches in one semester (Fall or Spring) in any given academic year, and who does not complete the full 20 hours, may elect to carry over all successfully completed phase #1 hours of instruction in a given academic year to the next succeeding academic year, provided the participant teaches at least one full semester in the next succeeding academic year (the "carryover"). This is a one-time carryover.

3. A participant who successfully completes Phase #1, and who also successfully completes at least another ten (10) hours of approved instruction in one of the next two subsequent academic years, in which the participant is teaching at the College, will receive a stipend of $250.00 ("Phase #2"). Thereafter, on an annual basis, a participant will be eligible for a Phase #2 stipend upon successful completion of ten (10) hours of approved instruction in an academic year in which the participant is teaching at the College. A participant who does not successfully complete a Phase #2 program in two academic years, must again participate in and successfully complete a Phase #1 program, for which the participant will receive a reduced stipend of $300.00, in order to be eligible again for Phase #2.

4. Approval of requests to take outside professional development courses that are not on the College's approved list is within the sole and unreviewable discretion of the College.

5. Upon prior notice to the Chapter, the College may increase the amount of any stipend.
ARTICLE XIV - CHAPTER RIGHTS

A. Upon request, the Chapter may use College building facilities at no charge for meetings provided that such use shall not interfere with nor interrupt normal College operations. The College will not unreasonably withhold permission.

B. Duly authorized representatives of the Chapter shall be permitted to transact official Chapter business on College property provided that this shall not interfere with nor interrupt normal College operations.

C. The Chapter may make use of Adjunct Faculty mailboxes and the College inter-office mailing services.

D. The College shall provide a mailbox in the Adjunct Faculty Lounge for the specific purpose of receipt of Chapter mail.

E. The College will provide bulletin board space for the posting of official Chapter notices or other information.

F. The College agrees to allow the Chapter to make copies at the Copy Center for its day-to-day administrative needs. This Agreement does not include permission to make large numbers of copies such as for mass mailings, distributions or other such institutional use.
ARTICLE XV – BENEFITS

A. Sick and/or Bereavement Leave Day – Bargaining unit members are eligible for one day of illness and/or bereavement day per semester per course. Bargaining unit members must notify the appropriate academic supervisor when they will be absent in advance of the class meeting.

B. Tuition Waiver –

1. Bargaining Unit members shall be granted tuition-free entrance to two (2) credit or non-credit courses per semester, on a space available basis, so long as there is no conflict with their own assignments.

2. Dependents of Bargaining Unit members shall be granted tuition-free entrance to two (2) credit or non-credit courses per semester, on a space available basis, provided they meet all entrance requirements. For purposes of this paragraph, a Dependent shall mean husband, wife, children, legal adopted children or civil union partner.

3. In order to qualify for the benefits listed in Sections 1 and 2 above, bargaining unit members must be employed by the College during the semester for which the waiver is being requested.

4. If bargaining unit members teach in the Fall semester, the benefit may be used in the Fall and Winter terms. If bargaining unit members teach in the Spring semester, the benefit may be used in the Spring and Summer terms. In the event, however, that a Dependent of a member of the bargaining unit member has registered for a course(s) in a semester in which the bargaining unit member is scheduled to teach, and subsequent to such registration the bargaining unit member’s course or teaching assignment is cancelled, the dependent will not be denied the benefit because of the cancellation.
ARTICLE XVI - FULL TIME VACANCIES

A. Notice of full-time faculty or administrative positions will be posted on the College's website.

B. Bargaining unit members who have met or exceeded the minimum posted qualification for an open full-time position, and who have applied, will be given full consideration.
ARTICLE XVII - PERSONNEL FILES

A. The College shall endeavor to have one personnel file for each bargaining unit member, which shall be located in the Human Resources Department.

B. No evaluation material shall be placed in the personnel file unless the bargaining unit member has received a copy and signed a copy. Signing the material only signifies that the bargaining unit member has received a copy, not that he/she approves of its contents.

C. The bargaining unit members shall have the right to answer in writing any material in their personnel file, and this answer shall be attached to the material and become a permanent part of the file.

D. No anonymous material shall be placed in the personnel file.

E. Bargaining unit members shall be permitted to review their personnel file upon request. They shall be furnished with a single copy of up to twenty (20) pages, at no cost, within five (5) business days of the request. Bargaining unit members may also authorize a Chapter representative to examine their personnel file on his/her behalf.
ARTICLE XVIII - SAFE CONDITION

A. The College shall continue to make a security officer available to escort adjunct faculty members to the College parking facilities after dark, where reasonable cause for concern exists.
ARTICLE XIX - CODE OF CONDUCT

Promulgations, revisions and enforcement of an employee code of ethics are a managerial prerogative. Adjunct faculty shall be subject to disciplinary action up to and including termination for violation of the College Code of Conduct applicable to College employees as of the date of this Agreement.
ARTICLE XX – DURATION

The term of this agreement shall be from July 1, 2012 until June 30, 2016 and shall remain in full force and effect until a successor agreement has been reached.