

SUSSEX COUNTY COMMUNITY COLLEGE Board of Trustees



**Tuesday, September 24, 2024 – 5:00 p.m.
Executive Office Board Room**



**Board of Trustees Regular Meeting
Tuesday, September 24, 2024 – 5:00 p.m.
Board Room**

AGENDA

1. General Institutional Functions

- 1.1 Call to Order
- 1.2 Public Statement: Adequate notice of this meeting specifying the time and location was transmitted via fax, posted to the Sussex County Community College website, and on the main entry doors to the Administration Building on September 18, 2024, pursuant to the Open Public Meetings Act, N.J.S.A. 10:4-8.
- 1.3 Roll Call / Pledge of Allegiance
- 1.4 Welcome to Guests
All members of the public who provide public comment shall first identify themselves. Public comments may be submitted to the Board of Trustees Secretary via email or written letter if received at least (8) hours before the meeting. Written public comments shall be read at the meeting with the same time restrictions as all public comments. Duplicative comments may be summarized at the discretion of the Board of Trustees Chair.
- 1.5 Courtesy of the Floor on Agenda Items Only (Public Session-5 minutes per speaker).

ACTION

- 1.6 Approval/Acceptance of Minutes
 - 1.6.1 Minutes from the July 23, 2024, Regular Board Meeting. (Attachment pgs.1-5, Resolution No. GI09242024-1)
 - 1.6.2 Minutes from the July 23, 2024, Executive Session. (Attachment pg. 6, Resolution No. GI09242024-2)
 - 1.6.3 Acknowledgment of Receipt of Committee Meeting Minutes. (Attachment pgs. 7-12, Resolution No. GI09242024-3)
 - Audit and Policy Committee – September 17, 2024
 - Personnel and Curriculum Committee – September 17, 2024
 - Finance and Facilities Committee – September 17, 2024

Consent Agenda – ACTION/RC

The President recommends items 2.1 - 2.5 for Board approval, as brought forth after discussion and review by Board Committees:

- 2.1 Approval of Personnel Items

- 2.1.1 Personnel Actions July 9, 2024 - September 10, 2024. (Attachment pgs. 13-15, Resolution No. P09242024-1)
- 2.1.2 Title Update: Chief of Staff and Liaison to the Board of Trustees, formerly Chief of Staff and Executive Assistant to the Board of Trustees. This update more accurately defines the role, with no adjustments to job duties or salary. (Resolution No. P09242024-2)
- 2.1.3 Ratify the Executed Separation Agreement with Mr. James Gaddy. The Agreement is signed by Mr. James Gaddy and by Dr. Jon Connolly on behalf of Sussex County Community College. (Attachment pgs. 16-20, Resolution No. P09242024-3)
- 2.2 Approval of Curriculum Items
 - 2.2.1 New Degree Program: Associate of Science in Engineering. (Attachment pg. 21, Resolution No. CI09242024-1)
- 2.3 Approval of Policy Items
 - 2.3.1 Adopt New Policy No. 102.12 Campus Demonstrations and Gatherings. (Attachment pg. 22, Resolution No. AP09242024-1)
 - 2.3.2 Ratify Updates to Policy No. 200.5 Title IX Prohibition Against Sexual Violence. The updated policy was legally mandated to be posted in August. (Attachment pgs. 23-75, Resolution No. AP09242024-2)
 - 2.3.3 Ratify New Policy No. 200.1 Title IX Pregnancy or Related Conditions. The policy was legally mandated to be posted in August. (Attachment pg. 76, Resolution No. AP09242024-3)
 - 2.3.4 Adopt New Policy No. 200.52 Lactation Support. (Attachment pg. 77, Resolution No. AP09242024-4)
 - 2.3.5 Re-adopt Policy No. 600.01 Annual Security Reporting. The policy has been updated with the proper contact names, and MTEC has been added as a location. (Attachment pgs. 78 & 79, Resolution No. AP09242024-5)
- 2.4 Approval of Finance Items
 - 2.4.1 Board Designated Funds FY24. (Attachment pg. 80, Resolution No. BFF09242024-1)
 - 2.4.2 Capital Request for Projects FY25. (Attachment pgs. 87-85, Resolution No. BFF09242024-2)
 - 2.4.3 Additional FY25 Blanket Orders (Attachment pgs. 86 & 87, Resolution No. BFF09242024-3)
 - 2.4.4 Compass Group USA, Inc., DBA Canteen, for \$40,000.00 - Food Service for the SCCC Cafeteria. Operating Funds. (Attachment pgs. 88-95, Resolution No. BFF09242024-4)
 - 2.4.5 Lakeside Counseling Associates, LLC for \$30,000 – Counseling Services. Mental Health Grant. (Attachment pgs. ,96-98, Resolution No. BFF09242024-5)

2.5 Approval of Facilities Items

2.5.1 HQW to Provide Architectural Services for Building E Dorm Project (Chapter 12), as Follows (Attachment pgs. 97-105, Resolution No. BFF09242024-6):

50% Schematic Design: \$35,000.00

Design Development: \$85,000.00

Construction Cost Estimate: \$8,500.00

Total: \$128,500.00

Reimbursable Expenses – Estimated \$1,000.00

2.5.2 HQW to Provide Architectural Services for 2nd Floor Library Renovations (Chapter 12), as Follows (Attachment pgs. 106-113, Resolution No. BFF09242024-7):

Design Development: \$26,100.00

Construction Documents: \$35,800.00

Total: \$61,900.00

2.5.3 Unitemp Mechanical for \$54,588.00 - Installation of Trane RTU Unit for PSTA. Chapter 12. (Attachment pgs. 114-116, Resolution No. BFF09242024-8)

2.5.4 Unitemp Mechanical for \$30,810.00 - ATC - Install New Package Heat Pump HVAC System. Chapter 12. (Attachment pgs. 117-120, Resolution No. BFF09242024-9)

2.5.5 Unitemp Mechanical for \$25,800.00 - ATC - RTU Installation Only. Chapter 12. (Attachment pgs. 121-123, Resolution No. BFF09242024-10)

2.5.6 Weather Proofing Technologies for \$21,475.00 - Pool Shed Flat Roof Replacement. Chapter 12. (Attachment pgs. 124-128, Resolution No. BFF09242024-11)

2.5.7 CMF Business Supplies for \$26,360.79 - Furniture for Student Success Center. Chapter 12. (Attachment pgs. 129-131, Resolution No. BFF09242024-12)

3. **Finance – ACTION/RC**

ACTION/RC 3.1 Recommendation: Acknowledge Receipt and Review of Financial Statements: August 31, 2024, Two Months YTD, FYE June 30, 2025. (Attachment pgs. 132-138, Resolution No. GI09242024-4)

4. **Reports**

4.1 Correspondence Report. (Attachment pgs. 139-145)

5. **Presentations** – None this month.

6. **Courtesy of the Floor on General Matters** (Public Session-5 Minutes per Speaker.)

7. **Other Business**

Discussion / Reports / Announcements:

- ACTION**
- 7.1 Appointment of the Nominating Committee. (Resolution No. OBB09242024-1)
 - 7.2 Trustee Activity Update
 - 7.3 President's Report
 - 7.4 Chair's Comments
 - 7.5 The Board of Trustees Retreat will take place at 9:00 a.m. on Thursday, October 10, 2024, at Project Self Sufficiency, Community Room.
 - 7.6 Funding Their Future will take place at 5:00 p.m. on Wednesday, October 16, 2024, at Perona Farms.
 - 7.7 The next meeting of the Board of Trustees will take place at 5:00 p.m. on Tuesday, October 22, 2024, in the Executive Board Room, unless otherwise specified via public notice.

8. **Executive Session** – Attorney-Client Privilege

Be it resolved that the Board of Trustees will now go into Executive Session to discuss matters under attorney-client privilege. The matters discussed will be made public if and when the circumstances requiring confidentiality no longer exist. However, it is not presently known if and when that will be.

It is expected that the Executive Session shall last approximately 60 minutes, and no action will be taken after the Executive Session

9. **Adjournment**



**Board of Trustees Regular Meeting
Tuesday, July 23, 2024 – 5:00 p.m.
Board Room**

MINUTES

1. General Institutional Functions

1.1 Mr. Gewecke called the meeting to order at 5:00 pm

1.2 Mr. Gewecke read the Public Statement: Adequate notice of this meeting specifying the time and location was transmitted via fax, posted to the Sussex County Community College Website, and on the main entry doors to the Administration Building on July 18, 2024, pursuant to the Open Public Meetings Act, N.J.S.A. 10:4-8.

1.3 Roll Call / Pledge of Allegiance

The following were present: Mr. Gewecke - Chair, Mrs. Smith - Vice Chair, Dr. Crowley - Treasurer (participated via phone), Dr. Carrick, Mrs. Frank, Mr. Hofmann, Dr. Silverthorne, Dr. Connolly - President and Ex-officio member, Mrs. Fullem - Recording Secretary, and, Mr. Crispino - Alumnus Member.

Also, present: Dr. Homer - Vice President of Student Success and Institutional Effectiveness, Dr. Gallo - Associate Vice President of Academic Affairs, Dr. Okay - Senior Vice President of Academic and Student Affairs, Mr. Kula - Executive Director of the Foundation, and Dr. Gandhi - CFO.

1.4 Welcome to Guests

All members of the public who provide public comment shall first identify themselves. Public comments may be submitted to the Board of Trustees Secretary via email or written letter if received at least (8) hours prior to the meeting. Written public comments shall be read at the meeting with the same time restrictions as all public comments at the meeting. Duplicative comments may be summarized at the discretion of the Board of Trustees Chair.

1.5 Courtesy of the Floor on Agenda Items Only (Public Session-5 Minutes per Speaker).

No one Spoke

ACTION

1.6 Approval/Acceptance of Minutes

Mrs. Smith moved to approve all minutes as noted below. Dr. Carrick seconded the motion. The motion carried unanimously

1.6.1 Minutes from the June 25, 2024 Regular Board Meeting. (Resolution No. GI07232024-1).

- 1.6.2 Minutes from the June 25, 2024 Executive Session. (Resolution No. GI07232024-2).
- 1.6.3 Acknowledgment of Receipt of Committee Meeting Minutes. (Resolution No. GI07232024-3).
 - Personnel and Curriculum Committee – July 16, 2024.
 - Audit and Policy Committee – July 16, 2024.
 - Finance and Facilities Committee – July 16, 2024.

Consent Agenda – ACTION/RC

The President recommends items 2.1 - 2.5 for Board approval, as brought forth after discussion and review by Board Committees:

Mrs. Frank moved to remove item 2.4.1 from the Consent Agenda. Mrs. Smith seconded the motion. The motion carried unanimously.

Mrs. Smith moved to approve items on the Consent Agenda. Mrs. Frank seconded the motion.

Roll call vote: Dr. Carrick, Dr. Crowley, Mrs. Frank, Mr. Hofmann, Dr. Silverthorne, Mrs. Smith, and Mr. Gewecke voted yes. The motion carried unanimously.

- 2.1 Approval of Personnel Items
 - 2.1.1 Personnel Actions: June 6, 2024 – July 9, 2024. (Resolution No. P07232024-1)
 - 2.1.2 Four Updates to Salary Sheets as follows: 1) Employee missed on original spreadsheet, 2) Employee's longevity accidentally entered 2x salary on original spreadsheet, 3) Employee obtained Masters degree, 4) Employee's information updated with promotion. (Resolution No. P07232024-2)
- 2.2 Approval of Curriculum Items – None for this month
- 2.3 Approval of Policy Items
 - 2.3.1 Policy No. 200.16 Attendance Reporting Policy. The policy has no changes. (Resolution No. AP07232024-1)
 - 2.3.2 Policy No. 200.19 Employee Information Policy. The policy has no changes. (Resolution No. AP07232024-2)
 - 2.3.3 Policy No. 200.15 Attendance Policy. The policy has no changes. (Resolution No. AP07232024-3)
- 2.4 Approval of Finance Items
 - 2.4.1 July 2024 Board Designated Funds. (Resolution No. BFF07232024-1)
 - 2.4.2 Fiscal Year 24/25 Blanket Purchase Orders > \$17,500. (Resolution No. BFF07232024-2)

2.5 Approval of Facilities Items

- 2.5.1 Enhance Service Plan for Buildings A, B and C (Preventative Maintenance) with Automated Logic for 5-Year Plan in the Amount of \$181,288.00. Operating Funds. Detail below. (Resolution No. BFF07232024-3)

Amount: 5 - Year Break Down:

Year 1 - \$34,144.00

Year 2 - \$35,172.00

Year 3 - \$36,228.00

Year 4 - \$37,312.00

Year 5 - \$38,432.00

5-year plan Total - \$181,288.00 – Savings over the 5-Year period - \$14,144.00

- 2.5.2 Replacement Boiler in Building E with Aero Plumbing and Heating Co., Inc., for \$41,285.00. Operating Funds. (Resolution No. BFF07232024-4)
- 2.5.3 Main Campus Paving Projects (Catch Basins, Gazebo/First Lot, PAC Lower Lot) with Murray Paving and Concrete LLC for \$348,732.06. Chapter 12. (Resolution No. BFF07232024-5)
- 2.5.4 Transportation - Sussex County Football Team Bus Services Monroe, Hudson Valley, Lackawanna, Louisburg, with Broadway Elite Tours, Inc., for \$30,235.00. Operating Funds. (Resolution No. BFF07232024-6)
- 2.5.5 Flooring for Building D, Hannon Floors. Union NJ, for \$54,230.80, Chapter 12. (Resolution No. BFF07232024-7)
- 2.5.6 Cyber Protection with SHI for \$17,952. The Barracuda company has decided to terminate the Barracuda system that the College presently uses as of Sept 2024 Barracuda has offered the College a discounted price for their new Cloud Archive system to replace the terminated system. (Resolution No. BFF07232024-8)

At this time Mrs. Frank moved to table item 2.4.1, Board Designated Funds, in order to discuss them at the next Finance and Facilities meeting. Mrs. Smith seconded the motion. The motion carried unanimously.

3. Finance – ACTION/RC

- ACTION/RC** 3.1 Recommendation: Acknowledge Receipt and Review of Financial Statements, June 30, 2024 Twelve Months YTD FYE June 30, 2024 (Resolution No. GI07232024-4)

Dr. Gandhi presented the Financial Statements - June 30, 2024 Twelve Months including June YTD FY24 – Credit hours, Income Statements, Balance Sheet Assets, and Balance Sheet Liabilities. He noted strong financial performance for this year and stated that student revenue was up 3.1% year over year. The annual audit will begin at the end of August.

Mrs. Smith moved to acknowledge receipt and review of the financial statements noted above. Mrs. Frank seconded the motion.

Roll call vote: Dr. Carrick, Dr. Crowley, Mrs. Frank, Mr. Hofmann, Dr. Silverthorne, Mrs. Smith, and Mr. Gewecke voted yes. The motion carried unanimously.

4. **Reports**

4.1 The Correspondence File was received, reviewed, and filed.

5. **Presentations** – None this month.

6. **Courtesy of the Floor on General Matters** (Public Session-5 Minutes per Speaker.)

Commissioner Schick, thanked Dr. Homer for presenting at the Sussex County Commissioners meeting. He noted that the ROTC information was terrific, and thanked Drs. Connolly and Homer, and all involved in bringing the ROTC program here.

7. **Other Business**

Discussion / Reports / Announcements:

7.1 Trustee Activity Update

Mrs. Smith expressed her enthusiasm for the college's recent performing arts events, recalling a time when many were unaware of the college's offerings. This summer's production was the highlight of the season, drawing significant attention and showcasing the department's growing success in spreading the word about their work.

Michael Crispino – Alumnus Member introduced himself and thanked the Board of Trustees for the opportunity. He is excited about the position, and mentioned that he would like to help other students find their path. He said SCCC is the right place for that.

7.2 The President's Report is on file in the Office of the President.

7.3 Chair's Comments - Mr. Gewecke noted that the Cultural Study has been completed and the draft and final report are expected soon.

7.4 The next meeting of the Board of Trustees will take place Tuesday, September 24, 2024, location TBD.

8. **Executive Session** – Pending, Ongoing, or Anticipated Litigation/Attorney-Client Privilege

Now be it resolved that the Board of Trustees will now go into an Executive Session to discuss matters pertaining to attorney-client privilege, and personnel matters. The matters discussed will be made public if and when the circumstances requiring confidentiality no longer exist, however it is not presently known if and when that will be.

It is expected that the Executive Session shall last approximately 60 minutes and no action will be taken after the Executive Session.

At 5:23 p.m. Mrs. Smith moved that the Board enter into an Executive Session. Dr. Carrick seconded the motion. The motion carried unanimously.

At 7:24 p.m. Mrs. Frank moved to adjourn the Executive Session. Dr. Carrick seconded the motion. The motion carried unanimously.

9. **Adjournment**

At 7:25 pm Mrs. Smith moved to adjourn The Regular meeting. Dr. Carrick seconded the motion. The motion carried unanimously.

Approved:



Board of Trustees
Tuesday, July 23, 2024
Executive Session
Minutes

Start: 5:23 p.m.

End: 7:24 p.m.

Present: Mr. Gewecke, Mrs. Smith, Dr. Carrick, Mrs. Frank, Mr. Hofmann, Dr. Silverthorne, Dr. Connolly, Mrs. Fullem, and Mr. Gagliardi-College Counsel-Porzio, Bromberg, & Newman.

During the Executive Session, Trustees discussed personnel issues and legal matters that fall under attorney-client privilege.

Approved:

Mrs. Smith, Vice Chair-Board of Trustees

AUDIT & POLICY COMMITTEE
SUSSEX COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES
Tuesday, September 17, 2024
Zoom Virtual Meeting

MINUTES

Start: 3:00 p.m.

End: 3:59 p.m.

Present: Dr. Carrick-Chair, Mr. Santillo, Mr. Yardley, Mr. Gewecke, Dr. Connolly, Dr. Okay, Dr. Homer, Dr. Gallo, Mrs. Fullem, and Mrs. Caputo.

- Mr. Gewecke updated the committee on the Settlement Agreement with James Gaddy. He explained the terms and emphasized the need for ratification of the Agreement by the Board of Trustees.
- Mr. Gewecke noted that there will be an Executive Session after the Board Meeting for a final discussion regarding the PACE Survey. Vito Gagliardi and Dave Hespe from Porzio will attend to answer any questions.
- A conversation ensued regarding ongoing communications with the County Commissioners. Various perspectives were shared on the current outreach methods, and participants discussed strategies for improving future correspondence, communication, and collaboration.

POLICY – The committee reviewed:

- Policy No. 102.12 Campus Demonstrations and Gatherings. This was a second read of the policy. Edits were suggested and agreed upon by committee members. ***The committee agrees to bring the policy to the Board of Trustees for approval.***
- Policy No. 200.5 Title IX Prohibition Against Sexual Violence. Mrs. Caputo explained updates required for the policy (copy attached). She noted that the college worked with a firm that specializes in Title IX, and our updated policy has been approved by their lawyers. Updated policies were legally mandated to be posted in August. ***The policy will be ratified by the Board of Trustees at the September 24, 2024 meeting.***
- New Policy No. 200.xx Title IX Pregnancy or Related Conditions Response and Support Policy. Mrs. Caputo explained that this policy is now required in addition to the Title IX policy. ***The committee agrees to bring the policy to the Board of Trustees for approval/ratification.***
- New Policy No. 200.52 Lactation Support Policy. This policy aligns with the Title IX policy upon a strong request from OSHE. It reflects the college's commitment to accommodating the needs of students, staff, and faculty. ***The committee agrees to bring the policy to the Board of Trustees for approval.***
- Policy No. 600.01 Annual Security Reporting. The policy has been updated with the proper contacts and MTEC has been added as a location. During conversation, committee members asked for a copy of the ASR. It was emailed to the entire board the next day. ***The committee agrees to bring the policy to the Board of Trustees for re-adoption.***

AUDIT – None this month

OTHER BUSINESS

- The committee reviewed July 24, 2024-September 11, 2024 Incident Reports.

2024 Title IX Update List

Clarify the Scope of Prohibited Sex Discrimination

The 2024 regulations prohibit discrimination not only on the basis of sex, but also on the basis of sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

Redefine “Sexual Harassment”

Discrimination on the basis of sex, including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

Rather than applying only to sexual harassment, the 2024 regulations apply to “sex-based harassment,” which includes quid pro quo sexual harassment, sexual assault, dating violence, domestic violence and stalking.

Reporting Options

Reporting Options

Still can report anything and everything to the Title IX Coordinator

The following individuals are now mandated reporters (meaning they are required to notify the Title IX Coordinator if they have information about conduct that may reasonably constitute sex discrimination or sex-based harassment)

Deans, Directors, and Vice Presidents, Student Affairs staff, Faculty Members and Advisors, Members of SCCC’s Administration Staff

Grievance Procedures

The policy now has two grievance procedures in accordance with Title IX

All complaints of sex discrimination (coming from students and employees) and employee complaints of sex based harassment will be resolved under Process A

Note: Process A does not have a live hearing

Complaints of sex-based harassment involving students (as complainant and/or respondent) will be addressed under Process B, which does still have a live hearing

Informal Resolution is an option at the College's discretion

Accommodate Pregnant and Lactating Students and Employees

The 2024 regulations strengthen requirements that schools provide reasonable modifications for students based on pregnancy or related conditions, allow for reasonable break time for lactation for employees, and access to a clean, private lactation space for students and employees.

PERSONNEL & CURRICULUM COMMITTEE
SUSSEX COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES
Tuesday, September 17, 2024
Zoom Virtual Meeting

MINUTES

Start: 4:01 p.m.

End: 4:51 p.m.

Present: Mrs. Smith-Chair, Dr. Carrick, Mr. Hofmann, Dr. Silverthorne, Mr. Gewecke, Dr. Connolly, Dr. Okay, Dr. Homer, Dr. Gallo, Mrs. Fullem, and Ms. Caputo.

PERSONNEL

- The committee reviewed the Personnel Action Report - Personnel Actions July 9 2024 - September 10 2024 including full-time and part-time new hires, resignations/terminations/position ended, and full-time and part-time open positions. ***The committee agrees to bring to the Board of Trustees for approval.***

CURRICULUM

- Dr. Okay provided an overview of the history behind the engineering curriculum and the process for establishing a new Associate of Science in Engineering degree. She mentioned ongoing discussions with NJIT regarding transferability, with the possibility of developing it into a 3+1 pathway. Dr. Gallo also noted that the institution has experienced numerous charge-backs related to this field of study. ***The committee agrees to bring to the Board of Trustees for approval.***

OTHER BUSINESS

- The committee reviewed July 24, 2024-September 11, 2024 Incident Reports.
- Dr. Homer provided an accreditation update, noting that we are in great shape. First drafts from the working groups are due in December.
- Dr. Connolly provided an update regarding the Jenzabar J1 migration. He indicated that the college is starting data passes from the old to the new system and that user training has begun. Financial Aid will be the first area to move to the new system in Spring 2025.
- Mr. Gewecke updated the committee on the Settlement Agreement with James Gaddy. He explained the terms and emphasized the need for ratification of the Agreement by the Board of Trustees. It will be on the Consent Agenda.
- Mr. Gewecke noted that there will be an Executive Session after the Board Meeting for a final discussion regarding the PACE Survey. Vito Gagliardi and Dave Hespe from Porzio will attend to answer any questions. Communication with the County Commissioners was discussed.
- A discussion took place about legal counsel recommendations and the potential need for an RFP for the upcoming November Board Organization meeting. Dr. Connolly noted that legal counsel is considered a professional services and we do not have to go through an RFP process, but we can if the Board wishes to do so.
- A conversation took place about changing Mrs. Fullem's title from Chief of Staff and Executive Assistant to the Board of Trustees to Chief of Staff and Liaison to the Board of Trustees. This is solely a title change, with no changes to her responsibilities or compensation. ***The committee agreed to the title change.***

FINANCE & FACILITIES COMMITTEE
SUSSEX COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES
Tuesday, September 17, 2024
Zoom Virtual Meeting

MINUTES

Start: 5:00 p.m.

End: 6:26 p.m.

Present: Dr. Crowley-Chair, Mr. Santillo, Mrs. Frank (joined at 5:25 p.m.), Mrs. Pepe, Mr. Gewecke, Dr. Connolly, Dr. Okay, Dr. Homer, Mrs. Fullem, Dr. Gallo, Mr. Fruge, Mrs. Unrath, Mr. Stoppay, and Dr. Gandhi.

The meeting began with Dr. Connolly informing the committee that we currently have a broken pipe in the café. He indicated that water seeped into the floor, including the wood underneath, and the entire floor needs to be replaced. The café is currently closed, furniture is moved, and a plan is in place for fully functioning food services.

FINANCE

- Financial Statements: August 31, 2024, Two Months YTD, FYE June 30, 2025 were reviewed. Dr. Gandhi presented the financial statements, providing an overview of the college's financial status for the current year to date, as well as projections for year-end. He also reviewed the credit hours and income statement, noting that the balance sheet is currently under audit. He explained that financial statements are typically lighter during the summer and at the start of the fiscal year. A discussion followed regarding enrollment management, focusing on the merits of moderate versus rapid growth, with a highlight that the college is outperforming its internal model. ***The committee agrees to bring to the Board of Trustees for acknowledgement of receipt and review.***
- The 2024 Board Designated Funds and Capital Requests for FY25 were reviewed, with Dr. Connolly presenting a list of priority projects for discussion with the committee. The conversation centered on evaluating the benefits of either expanding the medical arts building or converting the E-building into dorms. It was determined that, for the time being, dormitories offer more stability, with the possibility of launching our own nursing program in the future. This would eventually require offices, a simulation center, and four full-time nursing staff. However, for now, our current position remains strong. ***The committee agrees to bring the 2024 Board Designated Funds and Capital Request for Projects FY25 to the Board of Trustees for approval.***
- The committee reviewed additional FY25 Blanket Orders and ***agrees to bring to the Board of Trustees for approval.***
- The contract with Compass Group USA, Inc., doing business as Canteen, for \$40,000 was reviewed. This covers food service for the SCCC cafeteria, to be paid from Operating Funds. Canteen is assisting with managing the supply chain, and students housed in Centenary's dorms will be able to use their meal swipes at our cafeteria. The food quality has improved compared to previous offerings, and the menu is similar to what was provided when Canteen previously managed our café. Since there were fewer students on campus at that time, this semester will serve as an experimental phase. There is potential to turn a profit, and we will monitor the financials closely. ***The committee agrees to bring to the Board of Trustees for approval.***
- The agreement with Lakeside Counseling Associates, LLC for \$30,000 was reviewed. This is for student counseling services and is being paid via the Mental Health Grant. Lakeside is providing services that Bridgeway could not deliver. They are on campus and Bridgeway will still assist with rapid interactions. The number of students seeking counseling has never been higher. ***The committee agrees to bring to the Board of Trustees for approval.***

FACILITIES

- Dykstra Walker Design Group for \$39,700.00 to Provide Engineering, Environmental and Surveying Services (Chapter 12) was on the meeting agenda, but it ***is not moving forward at this time.***

- The committee reviewed two agreements with HQW (Chapter 12) as follows:

Architectural Services for Building E Dorm Project

50% Schematic Design: \$35,000.00

Design Development: \$85,000.00

Construction Cost Estimate: \$8,500.00

Total: \$128,500.00

Reimbursable Expenses – Estimated \$1,000.00

Architectural Services for 2nd Floor Library Renovations

Design Development: \$26,100.00

Construction Documents: \$35,800.00

Total: \$61,900.00

The committee agrees to bring both agreements to the Board of Trustees for approval.

- The committee reviewed 3 agreements with Unitemp Mechanical as follows:
 - \$54,588.00 - Installation of Trane RTU Unit for PSTA. Chapter 12.
 - \$30,810.00 - ATC – Install New Package Heat Pump HVAC System. Chapter 12.
 - \$25,800.00 - ATC Program RTU Installation only. Chapter 12.

The committee agrees to bring all 3 agreements to the Board of Trustees for approval.

- An agreement with Weather Proofing Technologies for \$21,475.00 - Pool shed flat roof replacement to be paid via Chapter 12 was reviewed. ***The committee agrees to bring to the Board of Trustees for approval.***
- The committee reviewed CMF Business Supplies for \$26,360.79 - Furniture for Student Success Center. Chapter 12. ***The committee agrees to bring to the Board of Trustees for approval.***

SAFETY AND SECURITY

- July 24, 2024-September 11, 2024 Incident Reports were reviewed.

OTHER BUSINESS

- Committee members were provided with copies of the OSHE Fiscal Year 2023 Financial Assessment and Risk Monitoring Report. Dr. Gandhi explained that OSHE is ensuring county colleges maintain a debt-free status by assessing their debt and cash ratios. Sussex County Community College received an excellent rating, indicating no financial risk. As this monitoring report is a new initiative, the frequency of its future issuance is still uncertain. Legislative discussions are also underway regarding the appropriate level of financial reserves county colleges should maintain.
- Mr. Gewecke updated the committee on the Settlement Agreement with James Gaddy. He explained the terms and emphasized the need for ratification of the Agreement by the Board of Trustees. It will be on the Consent Agenda.
- Mr. Gewecke noted that there will be an Executive Session after the Board Meeting for a final discussion regarding the PACE Survey. Vito Gagliardi and Dave Hesse from Porzio will attend to answer any questions. Communication with the County Commissioners was discussed.

Sussex County Community College

Personnel Actions: July 9, 2024 – September 10, 2024

NEW HIRES:

Full-time

- Lina Gutierrez Hernandez - Custodian
- Elijah Simmons - Writing Center Coordinator
- Christine Gaydos – Coordinator of Student Engagement and Inclusion
- Anissa Hopkins – Café Sous Chef

Part-Time:

- Krista Dwyer – Adjunct Human Services
- Carter Festa – PT Summer Facilities Associate
- Marco Hernandez – Adjunct Art
- Erika Piccirillo - Adjunct Legal Studies
- Michele Tagliabue – Adjunct Education
- Kathryn Tanis – Adjunct Graphic Design
- Shannon Sanford – Adjunct Sociology
- Jessica Bedoya Castillo – PT Custodian
- William Garavino – PT Custodian
- Christopher Halloran – Adjunct Biology
- Erin Gervald – PT Development Assistant
- Alexandra Fulton – Adjunct Psychology
- Gabrielle Lorente – PT Computer Laboratory Assistant
- Danielle Giamanco – PT Temporary Athletic Trainer
- Timothy Blunk – Adjunct Photography History
- Gerald LaVacca – PT Campus Security Specialist
- Robert Demeter – Adjunct Computer Science
- Marquez Haywood – PT Assistant Coach Football Defensive Line
- Rebecca Mattes – PT Head Coach Women’s Wrestling
- Lance Marquez – PT Assistant Coach Football Running Back
- Lily Travaille – PT Service Staff
- Olivia Pannullo – PT Service Staff
- Diamond Jackson – PT Service Staff
- Rita Vander Stad – Adjunct Math
- Al Elbanna – Adjunct Computer Science
- Patricia Carley – Adjunct Legal Studies
- Kenneth Hamilton II – Adjunct Automotive
- Christian Salmon – PT Assistant Coach Soccer
- Matthew Sciancalepore – PT Head Coach Men’s Lacrosse
- Gerald Dawson – PT Shuttle Driver

RESIGNATIONS/TERMINATIONS/POSITION ENDED:

- James Gaddy – Chief Operating Officer – Position eliminated

- Isaiah McCargo – Café Kitchen Manager – Voluntary Resignation
- Carter Festa – PT Summer Facilities Associate – Assignment Ended
- Ashley Bode – PT Summer Facilities Associate – Assignment Ended
- Alan Chorun – Adjunct Humanities
- Joshua Rincon – PT Shuttle Driver – Voluntary Resignation
- Sean Utter – PT Summer Facilities Associate – Assignment Ended
- William Garavino – PT Custodian – Terminated
- Steven Manitta – PT Head Coach Men’s Lacrosse – Voluntary Resignation
- Luke Festa – PT Summer Facilities Associate – Assignment Ended
- Anna Torba – PT Laboratory Assistant – Voluntary Resignation
- Heather Herrera – Adjunct English
- Owen Kohle – PT Student Farmer – Voluntary Resignation
- Dylan Festa – PT Finance Intern – Assignment Ended
- Deborah Henegan – Adjunct Math

ON LEAVE:

OPEN POSITIONS:

Full-Time:

- Vice President, Finance and Administrative Services

Part-Time:

- Adjunct – Cosmetology
- Adjunct – Biology
- Adjunct – Accounting
- PT Custodian
- Adjunct – Graphic Design
- PT Kitchen Lab Assistant
- PT Porter Dishwasher
- PT Service Staff
- Adjunct - Chemistry
- Adjunct – Math
- Adjunct – Printmaking
- Adjunct – Spanish
- Adjunct – Criminal Justice
- Adjunct – Environmental Science
- PT ABE/HSE Program Instructor
- PT ABE/HSE Administrative Assistant
- Adjunct – History
- Adjunct – Business
- PT Campus Store Student Worker
- PT ATC Transition Coach
- PT Campus Life Assistant

- Adjunct Psychology
- PT Head Coach Cheerleading

September 24, 2024

Agenda Item #2.1.3 available upon request.

Academic Affairs Board Agenda Items: September 2024

ACTION ITEMS

1. Recommendation: Approval of the following new degree program: Associate of Science in Engineering:

The Associate of Science in Engineering program is a 60-credit program designed to prepare students to transfer to engineering programs at four-year institutions within the State of New Jersey. The program encompasses a variety of closely related courses in the sciences, mathematics, and engineering. It is intended to provide a means whereby students, while acquiring knowledge of engineering methods, can pursue their interests in areas of natural science. With this comprehensive associate degree in place, the College will have the opportunity to explore sustainable options in specialized tracks in civil, mechanical, and electrical engineering. SCCC currently offers an Engineering Science option off of the broader Science/Math base degree. This proposed stand-alone degree will offer students in the program better transferability and career pathways. Once this program is approved at a state-level, we will take the necessary steps to retire the older engineering option.

102.12 Campus Demonstrations and Gatherings Policy

PURPOSE OF THE POLICY

The purpose of this policy is to allow for peaceful demonstrations on campus by students, student organizations, faculty, employees, and outside groups or individuals in a manner that will enable them to exercise their rights to free speech without interfering in the educational, operational, and safety needs of the College.

GENERAL STATEMENT OF CAMPUS DEMONSTRATIONS AND GATHERINGS POLICY

Sussex County Community College promotes intellectual inquiry and exchange in a respectful and civil manner, with advanced approval. The safety of all participants is of the utmost importance, and the College will not approve any demonstration that will disrupt its mission or orderly operation. Sussex County Community College does not tolerate disruptive or destructive behavior at any event.

2024 Title IX Update List

Clarify the Scope of Prohibited Sex Discrimination

The 2024 regulations prohibit discrimination not only on the basis of sex, but also on the basis of sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

Redefine “Sexual Harassment”

Discrimination on the basis of sex, including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

Rather than applying only to sexual harassment, the 2024 regulations apply to “sex-based harassment,” which includes quid pro quo sexual harassment, sexual assault, dating violence, domestic violence and stalking.

Reporting Options

Reporting Options

Still can report anything and everything to the Title IX Coordinator

The following individuals are now mandated reporters (meaning they are required to notify the Title IX Coordinator if they have information about conduct that may reasonably constitute sex discrimination or sex-based harassment)

Deans, Directors, and Vice Presidents, Student Affairs staff, Faculty Members and Advisors, Members of SCCC’s Administration Staff

Grievance Procedures

The policy now has two grievance procedures in accordance with Title IX

All complaints of sex discrimination (coming from students and employees) and employee complaints of sex based harassment will be resolved under Process A

Note: Process A does not have a live hearing

Complaints of sex-based harassment involving students (as complainant and/or respondent) will be addressed under Process B, which does still have a live hearing

Informal Resolution is an option at the College's discretion

Accommodate Pregnant and Lactating Students and Employees

The 2024 regulations strengthen requirements that schools provide reasonable modifications for students based on pregnancy or related conditions, allow for reasonable break time for lactation for employees, and access to a clean, private lactation space for students and employees.

Sussex County Community College
Policy No.: 200.1.1 and 200.5.0
Area: Human Resources
Updated and Adopted: July 28, 2020
Updated and Adopted: November 28, 2023
Updated and Re-adopted: March 26, 2024
Updated and Re-adopted: August 2, 2024

200.1.1 and 200.5.1 Procedures for Implementation of the Prohibition Against Sexual Harassment (200.1) / Sexual Violence Policy (200.5 Title IX)

PURPOSE OF THE POLICY

The U.S. Department of Education’s Office for Civil Rights (OCR) enforces, among other statutes, Title IX of the Education Amendments of 1972. Title IX protects people from discrimination based on sex in education programs or activities that receive Federal financial assistance.

GENERAL STATEMENT FOR IMPLEMENTATION OF THE PROHIBITION AGAINST SEXUAL HARASSMENT (200.1) / SEXUAL VIOLENCE POLICY (200.5 Title IX)

Title IX states: No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.

SUSSEX COUNTY COMMUNITY COLLEGE

Title IX

200.1.1 / 200.5.1

Procedure for Implementation of the Prohibition against Sexual Harassment / Sexual Violence Policy

Preamble

The U.S. Department of Education’s Office for Civil Rights (OCR) enforces, among other statutes, Title IX of the Education Amendments of 1972. Title IX protects people from discrimination based on sex in education programs or activities that receive Federal financial assistance. Title IX states that:

No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.

Sussex County Community College

Title IX Policy and Grievance Procedures

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Updated August 2024

1. NOTICE OF NON-DISCRIMINATION & TITLE IX

Sussex County Community College (“SCCC” or “College”) prohibits any form of discrimination and harassment on the basis of sex, race, color, age, religion, national or ethnic origin, sex stereotypes, sex characteristics, sexual orientation, gender identity or expression, pregnancy or related conditions, marital or family status, medical condition, genetic information, veteran status, or disability in any decision regarding admissions, employment, or participation in a SCCC program or activity in accordance with the letter and spirit of federal, state, and local non-discrimination and equal opportunity laws, such as Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, The Age and Discrimination in Employment Act, The Americans with Disabilities Act and ADA Amendments Act, The Equal Pay Act, and state law.

SCCC also complies with the Jeanne Clery Disclosure of Campus Security Policy and Campus Security Policy and Campus Crimes Statistics Act, as amended by the Violence Against Women Act (VAWA). Title IX prohibits retaliation for asserting or otherwise participating in claims of sex discrimination. VAWA imposes additional duties on universities and colleges to investigate and respond to reports of sexual assault, stalking, and dating or domestic violence, and to publish policies and procedures related to the way these reports are handled.

SCCC has designated the Title IX Coordinator to coordinate the College’s compliance with Title IX and VAWA and to respond to reports of violations. The College has directed the Campus Safety Manager to coordinate the College’s compliance with the Clery reporting related to VAWA requirements. SCCC will promptly and equitably respond to all reports of sex discrimination and sexual harassment in order to eliminate the prohibited conduct, prevent its recurrence, and redress its effects on any individual or the community.

REASON FOR POLICY

The College is required to comply with Title IX of the Education Amendments of 1972 (“Title IX”), which prohibits discrimination based on sex — including discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity — in education programs and activities that receive federal financial assistance. The College is committed to the principles of equal opportunity and seeks to establish and maintain an environment which ensures equal access to education for all community members including students, applicants for admission, employees, applicants for employment, guests, and visitors. The College does not discriminate on the basis of sex in any education program or activity operated by the College including, but not limited to, admissions, employment, recruitment, compensation, and athletics as well as access to housing and facilities, classes and schools, counseling, employment assistance to students, health and insurance benefits and services, and fringe benefits. The College is required by Title IX and the Regulations thereunder not to discriminate in such a manner.

For additional information or inquiries about the application of Title IX and the regulations thereunder, contact the College Title IX Coordinator and/or the Assistant Secretary of the United States Department of

Education.

The contact information for the College's Title IX Coordinator can be found in **Section 3** of this Policy.

The United States Department of Education, Office for Civil Rights regional office contact information is as follows:

New York Office

Office for Civil Rights
U.S. Department of Education
26 Federal Plaza, Suite 31-100
New York, NY 10278-9991

Telephone: 646-428-3800
FAX: 646-428-3843; TDD: 800-877-8339
Email: OCR.NewYork@ed.gov

Complaints with the Office for Civil Rights must be filed within one hundred eighty (180) days of the last act that the Complainant believes was discriminatory. There is no time limit for making a report to the College.

2. SCOPE OF POLICY

No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or otherwise be subjected to sex discrimination under any College academic, extracurricular, research, occupational training, or other education program or activity. This Policy applies to incidents of sex discrimination, sex-based harassment, and retaliation (collectively "Prohibited Conduct") that occurs in a College education program or activity.

Any person may experience sex discrimination, sex-based harassment, or retaliation, irrespective of the identity of the Complainant or Respondent, and is encouraged to report such incidents to the College. Any person, regardless of whether or not the person reporting the alleged incident is the person alleged to be victimized by the incident, may report Prohibited Conduct to the Title IX Coordinator, the Title IX Coordinator's designee(s), or the College's Mandated Reporters.

There is no time limit for reporting allegations of sex discrimination, sex-based harassment, and retaliation, however, the College strongly encourages the prompt reporting of such Prohibited Conduct to allow the College to respond promptly and effectively. The applicable grievance procedures will depend upon the form of Prohibited Conduct and status of the Complainant at the College.

This Policy and Procedures applies to incidents that occurred after August 1, 2024. Incidents that occurred prior to August 1, 2024, will be addressed under the Policy in effect at the time of the incident. For information about the applicable Policy to incidents before August 1, 2024, contact the Title IX Coordinator.

JURISDICTION OF POLICY

This Policy applies to all sex discrimination, including sex-based harassment, that occurs under the College's education program or activity.

Education programs and activities include all of the operations over which SCCC exercises disciplinary authority or otherwise has substantial control. This includes, but is not limited to:

- Conduct that occurs on campus
- Conduct that occurs in off-campus settings that are operated or overseen by the College such as field trips, online classes, and athletic programs
- Conduct subject to SCCC'S disciplinary authority that occurs off campus
- Conduct that takes place via school-sponsored electronic devices, computer and internet networks and digital platforms operated by, or used in the operations of, the College, including AI technologies
- Conduct that occurs during training programs sponsored by the College at another location

The College will also address a sex-based hostile environment under its education program or activity, even when some conduct alleged to be contributing to the hostile environment occurred outside its education program or activity or outside the United States.

This is not an exhaustive list of conduct or scenarios that may fall under this Policy. Additional forms of conduct or scenarios may fall under this Policy, depending on the facts. Therefore, the application of this Policy will rely upon a fact-based analysis to determine if the College has disciplinary authority over the Respondent's conduct in the context in which the alleged conduct occurred.

In the limited circumstances in which Title IX permits different treatment or separation on the basis of sex, the College will not carry out such different treatment or separation in a manner that discriminates on the basis of sex by subjecting a person to more than de minimis harm.¹

Reported incidents that do not fall under this Policy may be addressed under other institutional policies, such as the Code of Conduct, etc.

PRIVACY & CONFIDENTIAL EMPLOYEES

¹ Except as permitted by 20 U.S.C. 1681(a)(1) through (9) and the corresponding regulations §§ 106.12 through 106.15, 20 U.S.C. 1686 and its corresponding regulation § 106.32(b)(1), or § 106.41(b). Adopting a policy or engaging in a practice that prevents a person from participating in an education program or activity consistent with the person's gender identity subjects a person to more than de minimis harm on the basis of sex. (34 CFR Part 106.31)

SCCC is committed to protecting the privacy of all individuals involved in a report of sex discrimination, sex-based harassment, and/or retaliation. In any report under this Policy, every effort will be made to protect the privacy interests of all individuals involved in a manner consistent with the need for a careful assessment of the conduct alleged and any necessary steps to end the alleged sex discrimination and prevent its recurrence. Privacy, confidentiality, and privilege have distinct meanings under this policy.

Privacy

Privacy generally means that information related to a report of sex discrimination, sex-based harassment, or retaliation will only be shared with a limited circle of individuals, including individuals who “need to know” in order to assist in the evaluation, investigation, or resolution of the report or to deliver resources or Supportive Measures. While not bound by confidentiality or privilege, these individuals will be discreet and respect the privacy of all individuals involved in the process. All participants in an investigation of sex discrimination, sex-based harassment, or retaliation, including Advisors and witnesses, will be informed that privacy helps enhance the integrity of the investigation and protect the privacy interests of the Parties and will be asked to keep any information learned in an investigation meeting or hearing confidential, to the extent consistent with applicable law.

SCCC will not disclose personally identifiable information obtained while carrying out this Policy and Procedures, except in the following circumstances:

- (1) When school has obtained prior written consent from a person with the legal right to consent to the disclosure;
- (2) When the information is disclosed to a parent, guardian, or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue;
- (3) To carry out the purposes of this Policy, including action taken to address conduct that reasonably may constitute sex discrimination, sex-based harassment, and retaliation under Title IX in the institution’s education program or activity;
- (4) As required by Federal law, Federal regulations, or the terms and conditions of a Federal award, including a grant award or other funding agreement; or
- (5) To the extent such disclosures are not otherwise in conflict with Title IX or this Policy, when required by State or local law or when permitted under FERPA, 20 U.S.C. 1232g, or its implementing regulations, 34 CFR part 99.

Unauthorized Disclosure of Information & Evidence

The College has the right to take reasonable steps to prevent and address the Parties’ unauthorized disclosure of information and evidence obtained solely through the grievance procedures set forth under this Policy. Disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination, sex-based harassment, or retaliation are authorized.

Confidential Employees

Certain individuals are designated as having confidentiality. For reports made to employees designated as having confidentiality, the College will respect the reporting Party's expectations of privacy to the extent permissible by law while still ensuring compliance with other reporting obligations. For example, complaints involving minors are subject to mandatory reporting requirements.

Confidential Employees will notify any person who informs them of conduct that reasonably may constitute sex discrimination, sex-based harassment, or retaliation of their status as confidential, including the circumstances in which the employee is not required to notify the Title IX Coordinator about such conduct. Confidential Employees can also provide information about how to contact the College Title IX Coordinator; how to make a complaint of sex discrimination, sex-based harassment, or retaliation; and that the Title IX Coordinator may be able to offer and coordinate Supportive Measures as well as initiate an informal resolution process or an investigation under this Policy (as applicable).

As noted above, because of the confidential nature of these employees, disclosing information to or seeking advice from a Confidential Employee does not constitute a report or Complaint to the College. A person consulting with a Confidential Employee may later decide to make a report or complaint to the College and/or law enforcement.

Community members wishing to seek completely confidential assistance may also speak with off-campus counselors, health service providers or rape crisis resources, who will maintain confidentiality.

Release of Information: Pursuant to the Clery Act, anonymous statistical information must be shared with Campus Safety or the Compliance Office where required by the Clery Act. Annual Clery reporting to the U.S. Department of Education is required by educational institutions for certain offenses that have been reported at campus locations. The information contained in the Clery report tracks the number of Clery reportable offenses occurring at campus locations and does not include the names or any other identifying information about the persons involved in the incident.

The College may share non-identifying information about reports received in aggregate form, including data about outcomes and sanctions.

3. TITLE IX COORDINATOR CONTACT INFORMATION

All educational institutions receiving federal financial assistance must designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under Title IX. These designated employees are referred to as Title IX Coordinators.

The contact information for the College's Title IX Coordinator is as follows:

Stacie Caputo
Director of Human Resources and Title IX Coordinator
Student Center, Room 313
Phone: 973-300-2772
Email: scaputo@sussex.edu

The Title IX Coordinator is responsible for coordinating the College’s compliance under Title IX, and, when notified of conduct that reasonably may constitute sex discrimination, sex-based harassment, or retaliation is to take specific actions to promptly and effectively end any sex discrimination in its education program or activity, prevent its recurrence, and remedy its effects.

When notified of Prohibited Conduct set forth under this Policy, the Title IX Coordinator or designee will evaluate the alleged conduct to determine the applicable grievance procedures and notify the Parties of the grievance procedures and informal resolution options, if available and appropriate. Overall, they will treat Complainants and Respondents equitably and offer and coordinate Supportive Measures. The Title IX Coordinator or designee will also conduct fact-specific determinations when deciding whether to initiate a Complaint.

As appropriate, the College may delegate or permit a Title IX Coordinator to delegate specific duties to one or more designees. These individuals are referred to as “designees” or Deputy Title IX Coordinators.

4. PROHIBITED CONDUCT

SCCC prohibits a broad spectrum of behavior, including sex discrimination, sex-based harassment, and retaliation.

Sex-based harassment may also encompass criminal conduct under state and/or federal law. Additionally, sex discrimination or sex-based harassment under this Policy may result in civil and/or administrative legal consequences.

The following conduct is specifically prohibited under this policy:

SEX DISCRIMINATION

Discrimination on the basis of sex, including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

Additional information about the College’s Policy on nondiscrimination on the basis of pregnancy or related conditions can be found in the *Sussex County Community College Title IX Pregnancy or Related Conditions Response and Support Policy*.

SEX-BASED HARASSMENT

Sex-based harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity that satisfies one or more of the following three types of behavior:

Quid Pro Quo Harassment

A College employee, agent, or another person authorized by the school to provide an aid, benefit, or service under the school's education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct.

For example, unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature by a person having power or authority over another constitutes quid pro quo harassment when submission to such sexual conduct is made either explicitly or implicitly a term or condition of rating or evaluating an individual's educational or employment progress, development or performance. This includes when submission to such conduct would be a condition for access to receiving the benefits of or opportunities in any educational or employment program.

Hostile Environment Harassment

Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the institution's education program or activity (i.e., creates a hostile environment).

Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:

- (1) The degree to which the conduct affected the complainant's ability to access the institution's education program or activity;
- (2) The type, frequency, and duration of the conduct;
- (3) The Parties' ages, roles within the institution's education program or activity, previous interactions, and other factors about each Party that may be relevant to evaluating the effects of the conduct;
- (4) The location of the conduct and the context in which the conduct occurred; and
- (5) Other sex-based harassment in the institution's education program or activity.

Sexual Assault

Forcible or non-forcible sex offenses under the FBI's Uniform Crime Reporting program (U.C.R.). Various forms of sexual assault include:

Sex Offenses, Forcible: Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

- (1) *Forcible Rape:* (Except Statutory Rape) The carnal knowledge of a person, forcibly and/or against that person's will or not forcibly or against the person's will in instances where the victim is incapable of giving consent because of his/her/their youth or because of his/her/their temporary or permanent mental or physical incapacity.

- (2) *Forcible Sodomy*: Oral or anal sexual intercourse with another person, forcibly and/or against that person's will or not forcibly or against the person's will in instances where the victim is incapable of giving consent because of his/her/their youth or because of his/her/their temporary or permanent mental or physical incapacity.
- (3) *Sexual Assault with an Object*: To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, forcibly and/or against that person's will or not forcibly or against the person's will in instances where the victim is incapable of giving consent because of his/her/their youth or because of his/her/their temporary or permanent mental or physical incapacity.
- (4) *Forcible Fondling*: The touching of the private body parts of another person for the purpose of sexual gratification, forcibly and/or against that person's will or not forcibly or against the person's will in instances where the victim is incapable of giving consent because of his/her/their youth or because of his/her/their temporary or permanent mental or physical incapacity.

Sex Offenses, Nonforcible: (Except Prostitution Offenses) Unlawful, nonforcible sexual intercourse.

- (1) *Incest*: Nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
- (2) *Statutory Rape*: Nonforcible sexual intercourse with a person who is under the statutory age of consent. In the state of New Jersey, the age of consent is 16 years old.²

In an effort to clarify these definitions, the College also summarizes these forms of sexual assault as **Non-Consensual Sexual Intercourse**: Non-consensual sexual intercourse consists of any sexual intercourse (urethral, anal, oral, or vaginal), however slight, with any body part or any object, by a person upon another person, without consent. Non-consensual sexual activity occurs if a person is forced to have sexual intercourse, or if sexual intercourse occurs under circumstances in which a person is unable to consent to such activities.

Sexual intercourse may involve vaginal, oral, urethral, or anal penetration by any body part or any object. The perpetrator may be known or unknown to the victim. The force necessary can be any amount (or threat) of force which places the victim in fear of injury or in fear of their life. The perpetrator need not use a weapon nor must they physically abuse the victim to make the victim fearful of injury or in fear of their life. The terms "acquaintance rape" and "date rape" refer to the above-described behavior perpetrated by someone known to the reporting party.

² A person cannot give consent to sexual activity with someone who has "the duty to care" for them unless they are over the age of 18. Individuals that fall into "the duty to care" category would include parents or guardians, and those in any type of formal supervisory role. If individuals are between the ages of 13 and 15, they can legally consent to sexual activity with a partner who is not more than 4 years older. See N.J.S.A. [§ 2C:14-2](#) for additional information.

Dating Violence

Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim, and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- (1) The length of the relationship
- (2) The type of relationship
- (3) The frequency of interaction between the persons involved in the relationship

Domestic Violence

Felony or misdemeanor crimes of violence committed by a person who:

- (1) Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of the institution, or a person similarly situated to a spouse of the victim;
- (2) Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
- (3) Shares a child in common with the victim; or
- (4) Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

Stalking

Engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person's safety or the safety of others; or
- (2) Suffer substantial emotional distress.

SCCC is required under Federal Title IX regulations to respond to incidents of sex-based harassment as stated above. Additionally, conduct outlined in the above definitions of sex-based harassment may be considered a violation of state law and subject to mandatory reporting and/or criminal investigation.

TITLE IX RETALIATION

The College prohibits retaliation, including peer retaliation, in its education programs and activities.

Retaliation includes intimidation, threats, coercion, or discrimination against any person by the College, a student, or an employee or other person authorized by the College to provide aid, benefit, or service under its education program or activity, for the purpose of interfering with any right or privilege secured by Title

IX, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy, including in an informal resolution process, grievance procedures outlined in this policy, and in any other actions taken by the College to implement this policy.

Nothing in this definition precludes the College from requiring an employee or other person authorized by the College to provide aid, benefit, or service under its education program or activity to participate as a witness in, or otherwise assist with, an investigation, proceeding, or hearing under this policy.

Peer retaliation means retaliation by a student against another student and is prohibited under this Policy.

OTHER CONDUCT

Other conduct that does not constitute sex discrimination or sex-based harassment as defined under this Policy may be prohibited by SCCC and therefore addressed under other institutional policies.

The Title IX Coordinator or designee has discretion to evaluate reports and determine the applicable policy and procedures, if any.

5. TITLE IX REPORTING OPTIONS

Individuals may report sex discrimination, sex-based harassment, and retaliation to a variety of individuals at the College. Information about reporting is outlined below.

REPORTING TO THE TITLE IX COORDINATOR

Any person may report an incident(s) of sex discrimination, sex-based harassment, or retaliation to the Title IX Coordinator. The reporting party may be the person who is alleged to have been subjected to conduct that could constitute sex discrimination or sex-based harassment (referred to as “Complainant”) or a third party. Reports of sex discrimination, sex-based harassment, and retaliation may be written or verbal and may be made at any time (including non-business hours) in person, by using the telephone number or email address, or by mail to the office address, of the Title IX Coordinator.

When the Title IX Coordinator is notified of conduct that reasonably may constitute sex discrimination, sex-based harassment, or retaliation, they will take various actions to promptly and effectively end any sex discrimination in SCCC’S education program or activity, prevent its recurrence, and remedy its effects. In response to a report, the Title IX Coordinator will, at a minimum:

- Treat Complainants and Respondents equitably
- Offer and Coordinate Supportive Measures for the Complainant
- Notify the Complainant (if the Complainant is unknown, the reporting party) of the applicable grievance procedures as outlined under this Policy and the informal resolution process, if available and appropriate

- Offer and Coordinate Supportive Measures for the Respondent if grievance procedures have been initiated or an informal resolution process has been offered
- Notify the Respondent of the applicable grievance procedures as outlined under this Policy and the informal resolution process, if available and appropriate, if a Complaint is made

The Title IX Coordinator or designee will conduct an evaluation of the report to assist the reporting individual decide if they wish or are able to make a complaint.

Note: If a report submitted by a third party does not contain the identity of the reporting party but does contain the identity of the Complainant, upon receipt of the report, the Title IX Coordinator will contact the Complainant to offer supportive measures and explain the process for making a formal complaint (if applicable). However, if a report does not contain the identity of the Complainant, SCCC will be unable to contact the Complainant to offer supportive measures. While the Title IX Coordinator will keep confidential the Complainant's identity (unless disclosing the Complainant's identity is necessary to provide Supportive Measures for the Complainant, such as issuing no-contact orders), the Title IX Coordinator must know the identity of the Complainant to offer such Supportive Measures.

REPORTING TO MANDATED REPORTERS

Mandated Reporters are non-Confidential Employees who either have authority to institute corrective measures on the College's behalf or have responsibility for administrative leadership, teaching, or advising in the College's education program or activity. Most members of the College community who are considered Mandated Reporters and include (but are not limited to):

- Deans, Directors, and Vice Presidents
- Student Affairs staff
- Faculty Members and Advisors
- Members of SCCC's Administration Staff

Mandated Reporters are required to notify the Title IX Coordinator or designee if they have information about conduct that may reasonably constitute sex discrimination, including sex-based harassment. Such information includes all details of an incident, including the identities of the reporting party, Complainant, and Respondent, if known.

Therefore, talking with any of these individuals constitutes a report to the College and will therefore be shared with the Title IX Coordinator.

REPORTING TO LOCAL LAW ENFORCEMENT

The College encourages anyone who has experienced sex discrimination or sex-based harassment to pursue criminal action for incidents that may also be crimes under applicable criminal statutes. Law enforcement officers are trained in handling sexual assault and other cases involving sex-based harassment. Reporting to law enforcement does not require prosecution of the offense and the reporting party's wishes will be taken into account by law enforcement. The police report and any supporting evidence may be turned over to the

appropriate District Attorney's Office, which decides whether there is sufficient evidence to prosecute. Information about the law enforcement process of reporting, the investigation, arrests, filing of charges, hearings, the trial and sentencing will be explained at the time of the report.

College employees will assist the reporting party in contacting local law enforcement, if explicitly requested by the reporting party. However, reporting an incident of sex discrimination or sex-based harassment to the College does not in any way equate to reporting the incident to local law enforcement. An individual may decide to report an incident exclusively to the College, exclusively to local law enforcement, or to both the College and local law enforcement.

Contact information for local police departments:

In case of emergency, call 911.

Sussex County Community College Campus Safety: (973) 300-2222 (on campus ext. 2222)

Newton Police Department: (973) 383-2525

Should an individual report an incident of sex discrimination or sex-based harassment to both the College and local law enforcement, the College will comply with law enforcement requests for cooperation. Such cooperation may require the College to temporarily suspend its own investigation into the alleged incident while local law enforcement gathers evidence. During this time, SCCC will continue to offer Supportive Measures to the Parties. As soon as local law enforcement or the College determines that a delay is no longer necessary, the College will promptly resume its Title IX or other internal investigation.

College policy, definitions, and standard of proof differ from state criminal law. Neither law enforcement's determination whether to prosecute a Respondent nor the outcome of any criminal prosecution will determine whether sex discrimination or sex-based harassment has occurred under this Policy. Proceedings under this policy may be carried out prior to, simultaneously with or following civil or criminal proceedings off campus.

In addition to the foregoing, all faculty and staff who become aware of or suspect sexual abuse of a minor (under the age of 16)³ must report that information to local law enforcement and/or the Title IX Coordinator who shall then inform local, state and/or federal law enforcement officials of such incident as required by law.

REPORTING TO CONFIDENTIAL EMPLOYEES

If you wish to report a violation of this policy but would like your information to remain confidential (and therefore not reported to the Title IX Coordinator), you may choose to report to a Confidential Employee.

Confidential Employees are College employees with whom an individual can have a privileged communication. Privileged communications cannot legally be disclosed to another person without the consent of the individual who originally provided the information, except under very limited circumstances such as allegations involving the physical or sexual abuse of a child or vulnerable adult or an imminent threat to the

³ In New Jersey, a person must be 16 years of age to legally consent to sexual activity. A person cannot give consent to sexual activity with someone who has "the duty to care" for them unless they are over the age of 18. Individuals that fall into "the duty to care" category would include parents or guardians, and those in any type of formal supervisory role. If individuals are between the ages of 13 and 15, they can legally consent to sexual activity with a partner who is not more than 4 years older. See N.J.S.A. [§ 2C:14-2](#) for additional information.

life of any person.

The College's Confidential Employee is the Professional Counselor.

The College's off-campus confidential resources include, but are not limited to:

- Licensed Professional Counselors
- Medical Providers
- Local Rape Crisis Counselors
- Domestic Violence Resources
- Clergy/Chaplains

PUBLIC AWARENESS EVENTS

If the Title IX Coordinator is notified of information about conduct that reasonably may constitute sex-based harassment under this Policy that was provided by a person during a public event to raise awareness about sex-based harassment that was held on SCCC's campus or through an online platform sponsored by the institution, the College does not consider such information a report or Complaint. Therefore, the institution is not obligated to act in response to the information, unless it indicates an imminent and serious threat to the health or safety of a Complainant, any students, employees, or other persons.

Amnesty Provision

In accordance with New Jersey law, any individual who participates as a Complainant or witness in an investigation of sexual assault, domestic violence, dating violence, or stalking will not be subject to disciplinary actions for a violation of the College's student conduct policy at or near the time of the incident, unless the College determines that the violation was egregious including, but not limited to, an action that places the health or safety of any person at risk or involves plagiarism, cheating, or academic dishonesty.

6. EVALUATION OF REPORTED INCIDENTS

Upon receiving a report or Complaint of an alleged incident of sex discrimination, sex-based harassment, or retaliation, the Title IX Coordinator or their designee will evaluate the report or complaint to determine the College's response. "Reported incidents" refers to alleged conduct shared with the Title IX Coordinator in a report or complaint.

Generally, reports and complaints will be evaluated within five (5) business days of Title IX Coordinator's receipt.

APPLICATION OF POLICY

The Title IX Coordinator or designee will conduct a fact-based analysis to determine whether the reported conduct occurred in a SCCC education program or activity (e.g., if the College had disciplinary authority over the Respondent's conduct in the context in which the alleged conduct occurred). The College's education

program or activity is explained in **Section 2.** of this Policy.

Reported incidents that did not occur in a College education program or activity are not covered under this Policy. Complainants may still request Supportive Measures.

PROHIBITED CONDUCT UNDER POLICY

The Title IX Coordinator or designee will also assess if the reported conduct reasonably may constitute sex discrimination, sex-based harassment, or retaliation as set forth in this Policy.

If the alleged conduct could constitute sex discrimination, sex-based harassment, and/or retaliation, the Title IX Coordinator or designee will then determine which Grievance Process may be initiated.

If the alleged conduct would not constitute Prohibited Conduct as set forth in this Policy, the Title IX Coordinator or their designee will assess further to determine if it should be addressed under any other College policy or conduct provision(s).

1. Non-sex-based discrimination and other misconduct not specifically implicated under this Policy may be addressed using other applicable institutional policies such as the Student Code of Conduct (for incidents involving students) or the Employee Policy and Procedures (for incidents involving employees).
2. Non-actionable Reports are deemed not actionable under any existing policy, though the Complainant may request, and the College may provide, Supportive Measures as appropriate.

APPLICABLE GRIEVANCE PROCEDURES

Reported incidents of sex discrimination, sex-based harassment, and retaliation that occur in a College education program or activity will be addressed under the **Section 9. Grievance Procedures** set forth in this policy. After evaluating the reported incident, Title IX Coordinator will notify the Complainant of the of the applicable Grievance Procedures and Informal Resolution Process, if available and appropriate. If a Complaint is made, the Title IX Coordinator will also notify the Respondent of the applicable Grievance Procedures and Informal Resolution Process, if available and appropriate.

The Grievance Procedures apply to complaints as follows:

- ◇ All complaints of sex discrimination (involving students and/or employees) will be addressed under **Section 9.1. Process A**, or, as appropriate, an Informal Resolution Process as outlined in **Section 10**.
- ◇ All complaints of sex-based harassment involving employees will be addressed under **Section 9.1. Process A**, or, as appropriate, an Informal Resolution Process as outlined in **Section 10**.
- ◇ All complaints of sex-based harassment involving a student Complainant or student Respondent will be addressed under **Section 9.2. Process B**, or, as appropriate, an Informal Resolution Process as outlined in **Section 10**.

- ◇ All complaints of retaliation involving students and employees will be addressed under **Process A** or, as appropriate, an Informal Resolution Process. If a Complaint alleging retaliation is consolidated with a Complaint of sex-based harassment involving a student Complainant or Student Respondent, **Process B** will be used to address the Complaints.

Student Employees: When a Complainant or Respondent is both a student and an employee of the College, SCCC must make a fact-specific inquiry to determine which grievance process applies. In making this determination, the institution will, at a minimum, consider whether the Party's primary relationship with the institution is to receive an education and whether the alleged sex-based harassment occurred while the Party was performing employment-related work.

Reported incidents that are not Complaints may or may not be addressed under other institutional policies. Regardless of whether or not a Complaint is filed, Supportive Measures will be offered to a Complainant, as available and appropriate.

7. SUPPORTIVE MEASURES

Supportive Measures are individualized measures offered as appropriate and reasonably available without unreasonably burdening a Complainant or Respondent, not for punitive or disciplinary reasons, and without fee or charge to the Complainant or Respondent to:

- (1) Restore or preserve that Party's access to the institution's education program or activity, including measures that are designed to protect the safety of the Parties or the institution's educational environment; or
- (2) Provide support during the applicable grievance procedures or the informal resolution process outlined in this Policy.

Supportive Measures may vary depending on what the College deems to be reasonably available. These measures may include, but are not limited to:

- Referral to counseling, medical, and/or other healthcare services
- Referral to community-based service providers
- Extensions of deadlines and other course-related adjustments
- Campus escort services
- Increased security and monitoring of certain areas of the campus
- Restrictions on contact applied to one or more Parties
- Leaves of absence
- Changes in class, work, housing, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative
- Training and education programs related to sex-based harassment
- Other measures as appropriate

Supportive Measures must not unreasonably burden either Party.

The College may, as appropriate, modify or terminate Supportive Measures at the conclusion of the grievance procedures or an informal resolution process as set forth in this Policy, or the institution may continue them beyond that point.

Implementation: The College will offer and coordinate Supportive Measures for the Complainant regardless of whether or not a Complaint is made. The College will offer and coordinate Supportive Measures for Respondent when a Complaint is made. The Parties will have the opportunity to consider Supportive Measures, and the Title IX Coordinator will take into account these wishes in determining which Supportive Measures to offer. Although Supportive Measures may require collaboration with various Departments on campus, the Title IX Coordinator will serve as the point of contact for Complainants and Respondents.⁴

Confidentiality: The College will not disclose information about any Supportive Measures to persons other than the person to whom they apply, including informing one Party of Supportive Measures provided to another Party, unless necessary to provide the Supportive Measure or restore or preserve a Party's access to the education program or activity, or when one of the exceptions set forth in **Section 2.** applies.

Opportunity to Challenge Supportive Measures: Complainants and Respondents have the right to a timely opportunity to seek, from an appropriate and impartial employee, modification or reversal of any decision to provide, deny, modify, or terminate Supportive Measures applicable to them. The impartial employee must be someone other than the employee who made the challenged decision and must have authority to modify or reverse the decision if the impartial employee determines that the decision to provide, deny, modify, or terminate the Supportive Measure was inconsistent with the definition of Supportive Measures set forth in this Policy. Parties also have the opportunity to seek additional modification or termination of a Supportive Measure applicable to them if circumstances change materially.

EMERGENCY REMOVAL

The College may remove a Respondent from its education program or activity on an emergency basis, provided that the College undertakes an individualized safety and risk analysis, determines that an imminent and serious threat to the health or safety of a Complainant or any students, employees, or other persons arising from the allegations of sex discrimination justifies removal, and provides the Respondent with notice and an opportunity to challenge the decision immediately following the removal.

ADMINISTRATIVE LEAVE

The College may place an employee Respondent on administrative leave from employment responsibilities during the pendency of the grievance procedures.

8. COMPLAINTS

⁴ For allegations of sex discrimination other than sex-based harassment or retaliation, the provision of Supportive Measures does not require the institution, its employee, or any other person authorized to provide aid, benefit, or service on the institution's behalf to alter the alleged discriminatory conduct for the purpose of providing a Supportive Measure.

A Complaint is a written or verbal request for the College to investigate and make a determination about alleged sex discrimination or sex-based harassment. Therefore, submitting a complaint indicates an intentional decision to initiate a Title IX grievance process.

Complaints may be submitted in person, by email, by telephone, or by mail to the Title IX Coordinator or designee, whose contact information is listed in **Section 3.** of this policy.

MAKING A COMPLAINT OF SEX DISCRIMINATION

The following individuals have the right to make a complaint of sex discrimination other than sex-based harassment:

- Any student or employee
- Any person (other than a student or employee) who was participating or attempting to participate in the institution's education program or activity at the time of the alleged sex discrimination
- A Complainant
- A parent, guardian, or other authorized legal representative with the legal right to act on behalf of a Complainant
- The Title IX Coordinator, after making a determination as specified below

MAKING A COMPLAINT OF SEX-BASED HARASSMENT

The following individuals have a right to make a complaint of sex-based harassment as a form of sex discrimination:

- A Complainant
- A parent, guardian, or other authorized legal representative with the legal right to act on behalf of a Complainant
- The Title IX Coordinator, after making a determination as specified below

COMPLAINT WITHDRAWALS

Complainants may voluntarily withdraw any or all allegations in the Complaint. Such withdrawals must be submitted to the Title IX Coordinator in writing.

COMPLAINTS MADE BY THE TITLE IX COORDINATOR

In the absence of a Complaint or the withdrawal of any or all allegations in a Complaint, and in the absence or termination of an informal resolution process, the Title IX Coordinator will determine whether to initiate a Complaint of sex discrimination or sex-based harassment. To make this fact-specific determination, the Title IX Coordinator will consider, at a minimum, the following factors:

- (1) The Complainant's request not to proceed with initiation of a Complaint;
- (2) The Complainant's reasonable safety concerns regarding initiation of a Complaint;
- (3) The risk that additional acts of sex discrimination would occur if a Complaint is not initiated;
- (4) The severity of the alleged sex discrimination or sex-based harassment, including whether the discrimination or harassment, if established, would require the removal of a Respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;
- (5) The age and relationship of the Parties, including whether the Respondent is an employee of the institution;
- (6) The scope of the alleged sex discrimination or sex-based harassment, including information suggesting a pattern, ongoing sex discrimination or harassment, or sex discrimination or harassment alleged to have impacted multiple individuals;
- (7) The availability of evidence to assist a Decision-Maker in determining whether sex discrimination or sex-based harassment occurred; and
- (8) Whether the institution could end the alleged sex discrimination or sex-based harassment and prevent its recurrence without initiating grievance procedures.

If, after considering these and other relevant factors, the Title IX Coordinator determines that the conduct as alleged presents an imminent and serious threat to the health or safety of the Complainant or other person, or that the conduct as alleged prevents the institution from ensuring equal access on the basis of sex to its education program or activity, the Title IX Coordinator may initiate a Complaint.

If initiating a Complaint as outlined in this section, the Title IX Coordinator will notify the Complainant prior to doing so and appropriately address reasonable concerns about the Complainant's safety or the safety of others, including by providing Supportive Measures.

The Title IX Coordinator may not complete the fact-specific determination and therefore file a Complaint upon being notified of conduct that may constitute sex discrimination if the Title IX Coordinator reasonably determines that the alleged conduct could not constitute sex discrimination or sex-based harassment.

DISMISSAL OF COMPLAINTS

Reasons for Dismissal

The College reserves the right to dismiss a complaint of sex discrimination, including sex-based harassment, for any of the following reasons:

- (1) The College is unable to identify the Respondent after taking reasonable steps to do so;

- (2) The Respondent is not participating in the institution's education program or activity and is not employed by the institution;
- (3) The Complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the institution determines that, without the Complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under this Policy or Title IX; or
- (4) The College determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination. Prior to dismissing the complaint under this paragraph, the institution must make reasonable efforts to clarify the allegations with the Complainant.

Such dismissal does not indicate that a policy violation did not occur. Therefore, the college may choose to address such incidents under other applicable institutional policies.

Upon dismissal, the College will promptly notify the Complainant in writing of the dismissal and the basis for the dismissal. If the dismissal occurs after the Respondent has been notified of the allegations, then the College must also simultaneously notify the Respondent in writing of the dismissal and the basis for the dismissal.

Right to Appeal Complaint Dismissal

The College will also notify the Complainant that a dismissal may be appealed and provide the Complainant with an opportunity to appeal the dismissal of a Complaint on the following bases:

- (1) Procedural irregularity that would change the outcome
- (2) New evidence that would change the outcome and that was not reasonably available when the determination whether sex-based harassment occurred or dismissal was made
- (3) The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome

If the dismissal occurs after the Respondent has been notified of the allegations, then the institution must also notify the Respondent that the dismissal may be appealed on the aforementioned bases.

If the dismissal is appealed, the College will:

- Notify the Parties of any appeal, including notice of the allegations as outlined in Grievance Process A or B (as applicable) if notice was not previously provided to the Respondent
- Implement appeal procedures equally for the Parties
- Ensure that the Decision-Maker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint
- Ensure that the Decision-Maker for the appeal has been trained as required under Title IX
- Provide the Parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and
- Notify the Parties of the result of the appeal and the rationale for the result

Complete appeal procedures can be found in **Section 9.2.** of the Policy.

Upon Dismissal

If a complaint is dismissed, the College will, at a minimum:

- Offer supportive measures to the Complainant as appropriate
- Offer supportive measures to the Respondent as appropriate for dismissals in which the Respondent has been notified and 1.) the Complainant voluntarily withdraws any or all of the allegations, the Title IX Coordinator declines to initiate a complaint, and the institution determines that without the withdrawn allegations the conduct would not constitute sex discrimination, or 2.) the institution determines that the conducted alleged in the complaint, even if proven would not constitute sex discrimination, the institution
- Take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the institution's education program or activity

The College reserves the right to determine whether Complaints dismissed under this Policy may be addressed under other applicable institutional policies. In that instance, the Parties will receive notice in accordance with the applicable Policy and procedures.

CONSOLIDATION OF COMPLAINTS

The College may consolidate complaints of sex discrimination against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one Party against another Party, when the allegations of sex discrimination arise out of the same facts or circumstances.

If one of the Complaints to be consolidated is a Complaint of sex-based harassment involving a student Complainant or student Respondent at the College, the complaint will be addressed under the grievance procedures outlined in **Section 9.2. Process B.**

When more than one Complainant or more than one Respondent is involved, references in this Policy to a Party, Complainant, or Respondent include the plural, as applicable.

9. GRIEVANCE PROCEDURES: GENERAL INFORMATION AND REQUIREMENTS

The following grievance processes comply with 34 CFR § 106.45 and § 106.46 of Title IX as required. All processes, provisions, and rules stated in this Policy apply equally to both Parties—Complainants and Respondents.

The College will treat Complainants and Respondents equitably throughout the grievance process.

Determination of a Party's credibility will not be based on a person's status as a Complainant, Respondent, or witness. The College presumes that the Respondent is not responsible for the alleged conduct until a determination is made at the conclusion of the appropriate grievance process.

The College will take reasonable steps to protect the privacy of the Parties and witnesses during the pendency of the grievance procedures without restricting the ability of the Parties to obtain and present evidence (including by speaking to witnesses, except to prohibit retaliation); consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures.

Individuals may decline to participate in any proceedings.

The role of the Title IX Investigator, Decision-Maker, Appeal Decision-Makers, and/or Informal Resolution Facilitator may be filled by appropriate College personnel and/or external parties.

When a sex discrimination complaint alleges that an institution's policy or practice discriminates on the basis of sex, the College is not considered a Respondent. The grievance procedure requirements related to a Respondent apply only to sex discrimination complaints alleging that a person violated the institution's prohibition on sex discrimination.

CONFLICTS OF INTEREST

College employees participating in the Title IX grievance process including the Title IX Coordinator, Investigators, Decision-Makers, Appeals Officers, and Informal Resolution Facilitators as well as external parties employed by the College to complete Title IX investigation and adjudication functions (hearings, appeals, and informal resolution options) are prohibited from having a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent.

In an effort to avoid potential conflicts of interest, the College may provide the names and titles of internal and external Title IX investigators and adjudicators to the Parties at the initiation of the investigation, informal resolution process, or hearing. Such information will be provided no less than five (5) business days before any meeting or hearing between the Party and the Investigator or Adjudicator. The Complainant or Respondent may request the removal of an Investigator or Adjudicator on the grounds of personal bias or other conflicts of interest by submitting a written statement to the Title IX Coordinator setting forth the basis for the request no more than three (3) business days after receiving notice of the identity of the individual involved in the Title IX grievance process. The Title IX Coordinator will review the written statement and make a determination if there is a conflict of interest. Appropriate steps will be taken to ensure that no conflict of interest exists on the part of anyone involved in the Title IX investigation, hearing, appeals, or informal resolution processes. If a conflict of interest exists, another individual will be assigned to the appropriate role. If a conflict of interest exists between the Complainant or Respondent and the Title IX Coordinator, reports should be directed to the Vice President of Student Success and Institutional Effectiveness.

RELEVANT & IMPERMISSIBLE EVIDENCE

The College's grievance processes rely upon an objective evaluation of all relevant and not otherwise impermissible evidence—including both inculpatory and exculpatory evidence.

Relevant evidence is evidence related to the allegations of sex discrimination under investigation as part of the grievance procedures under this Policy. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a Decision-

Maker in determining whether the alleged sex discrimination occurred.

Impermissible Evidence is evidence, and questions seeking such evidence, that are excluded and must not be accessed or considered, disclosed or otherwise be used, regardless of whether they are relevant. Such evidence may only be accessed or considered to determine whether one of the below exceptions applies. Types of Impermissible Evidence are as follows:

- Evidence that is protected under a privilege as recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
- A Party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the Party or witness, unless the institution obtains that Party's or witness's voluntary, written consent for use in the applicable grievance procedures; and
- Evidence that relates to the Complainant's sexual interests or prior sexual conduct, unless evidence about the Complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the Complainant's prior sexual conduct with the Respondent that is offered to prove consent to the alleged sex-based harassment.

The fact of prior consensual sexual conduct between the Complainant and Respondent does not by itself demonstrate or imply the Complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

STANDARD OF PROOF

The College uses the preponderance of the evidence standard of proof to determine whether sex discrimination, sex-based harassment, or retaliation occurred. The Decision-Maker will evaluate relevant and not otherwise impermissible evidence to its persuasiveness. If the Decision-Maker is not persuaded by the preponderance of the evidence standard that Prohibited Conduct occurred, whatever the quantity of the evidence is, the Decision-Maker is unable to determine that a Policy violation occurred.

9.1 PROCESS A

The grievance procedures outlined in this section apply to all complaints of sex discrimination and retaliation as well as complaints of sex-based harassment involving employees.

SCCC aims to complete the Title IX grievance processes in a reasonably prompt time frame. Generally, the College will conclude the grievance process under this section within ninety (90) business days.

The College reserves the right to allow for the reasonable extension of timeframes set forth in this Policy on a case-by-case basis for good cause with notice to the Parties that includes the reason for the delay. Good cause may include considerations such as the absence of the Party, a Party's Advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

Union Representation and Support Persons

The College fully respects and accords the Weingarten rights of employees. For Parties who are entitled to union representation, the unionized employee may have their union representative (if requested by the Party) present for all meetings and interviews. Where a Party has a union representative participating, to uphold the principles of equity, the other Party (regardless of union membership) will also be permitted to have a support person present for all meetings and interviews. Witnesses are not permitted to have union representation.

NOTICE OF ALLEGATIONS

After receipt of a complaint, the College will provide a Notice of the Allegations to the Parties whose identities are known, typically within ten (10) business days of receiving a Complaint. The Notice will include the following information:

- Sufficient information available at the time to allow the Parties to respond to the allegations. Sufficient information includes the following:
 - The identities of the Parties involved in the incident(s)
 - The conduct alleged to constitute sex discrimination
 - The date(s) and location(s) of the alleged incident(s), to the extent that information is available to the institution
- A statement that retaliation is prohibited
- A statement that the Parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence, as outlined in the Complaint Investigations section of these grievance procedures.
 - A statement that if description of the evidence is provided, the Parties are entitled to an equal opportunity to access to the relevant and not otherwise impermissible evidence upon the request of any Party
- A copy of the Sussex County Community College Title IX Policy and Procedures, which includes the applicable grievance procedures and informal resolution options, if any

Ongoing Notice

If, during the course of an investigation, the institution decides to investigate additional allegations of sex discrimination, sex-based harassment, or retaliation by the Respondent toward the Complainant that are not included in the Notice of Allegations or that are included in a consolidated complaint, the College will provide notice of the additional allegations to the Parties whose identities are known.

COMPLAINT INVESTIGATIONS

After the Notice of Allegations is issued, the College will conduct an adequate, reliable, and impartial investigation into the complaint within a reasonably prompt timeframe. Generally, the investigation will take no longer than sixty (60) business days after the Notice of Allegations is sent to the Parties.

Role of the Title IX Investigator

A trained Title IX investigator (or team of investigators) will be assigned to investigate the conduct alleged in the complaint. The investigation will include interviewing the Complainant, Respondent, and witnesses as well as gathering relevant evidence. The Title IX Coordinator or Investigator(s) will communicate with the Parties throughout the investigation process to provide notice of meetings and updates.

The College will inform the Parties of the name of the assigned investigator in the Notice of Interview.

Burden of Proof and Evidence Collection

The burden to conduct an investigation that gathers evidence sufficient to determine whether sex discrimination, sex-based harassment, or retaliation occurred is on the College, not on the Parties. However, the Parties have an equal opportunity to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible to the Investigator during the applicable grievance process. The Investigator will review all evidence gathered during the course of the investigation and determine what evidence is relevant and what evidence is impermissible, regardless of relevance, as outlined in **Section 9** of this policy.

The Investigator may communicate with other campus offices to gather relevant evidence, if appropriate.

Any Party may decide to participate or not participate in the investigation.

Notice of Interviews and Meetings

The College will provide written notice to a Party whose participation is invited or expected in any investigative meeting or proceeding. The written notice will include the date, time, location, names of participants, and purpose of the meetings or proceedings. It will be provided not less than five (5) business days prior to the meeting, providing the Party has sufficient time to prepare to participate.

Investigation Report & Evidence Review

Each Party will have an equal opportunity to access, review, and respond to the evidence that is relevant to the allegations and not otherwise impermissible.

Therefore, the College will provide each Party an equal opportunity to access the Investigative Report, which is an accurate description of the relevant and not otherwise impermissible evidence, in electronic or hard copy.

The Parties will have an equal opportunity to access evidence (that is relevant and not otherwise impermissible) referenced in the Investigative Report upon request. The Parties may request access to such evidence by emailing the Investigator within five (5) business days of receiving the Investigative Report. If one Party requests to access such evidence, the Title IX Coordinator will notify and allow access to the other Party within forty-eight (48) hours of the other Party's request.

The Title IX Investigator will provide the Parties instructions for accessing the evidence. Typically, evidence will be shared via a secure digital platform, or the Parties will have an opportunity to schedule a virtual or in-person meeting(s) with the Investigator to review the evidence. The Investigator may share additional security measures with the Parties prior to evidence review.

Each Party will have ten (10) business days after receipt of the Investigative Report to review the evidence and submit a written response by email to the Investigator. If a Party does not provide a written response within ten (10) business days, it will be assumed that the Party reviewed the information and chose not to respond.

If a Party requests access to evidence, the Parties will have an additional five (5) business days from the date of receiving instructions for accessing evidence to complete the evidence review.

The Investigator will consider the Parties' written responses before completing the investigation file. The Party's responses to the evidence, if any, will be included in the investigation file.

Unauthorized Disclosure of Information & Evidence

As the College has the right to take reasonable steps to prevent and address the Parties' and their Advisors' unauthorized disclosure of information and evidence obtained solely through the sex-based harassment grievance procedures, it may redact confidential portions of the Investigation File or require the Parties and their Advisors to execute nondisclosure agreements to preserve the confidentiality of confidential information prior to release of the Investigation File to the Parties and their Advisors. Disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex-based harassment are authorized.

EVALUATION OF ALLEGATIONS AND CREDIBILITY ASSESSMENTS

In that the Investigator is the Decision-Maker in this process, the Investigator may pose questions to the Parties and witnesses to evaluate credibility to the extent credibility is both in dispute and relevant to evaluating the allegations during the grievance process.

The Investigator will consider the submitted responses before making a determination of responsibility.

DETERMINATION OF RESPONSIBILITY

Following the investigation and evaluation of all relevant (and not otherwise impermissible) evidence, the Investigator or Decision-Maker (if applicable) will make a determination whether sex discrimination, sex-based harassment, or retaliation occurred.

Issuing the Determination

The Decision-Maker will notify the Parties in writing of their determination whether sex discrimination, sex-based harassment, or retaliation occurred under this Policy. The determination will include the rationale for their determination as well as the procedures and permissible bases for the Complainant and Respondent to appeal.

The Decision-Maker may also include or reference disciplinary sanctions and whether remedies will be offered to the Complainant in the determination regarding responsibility.

Generally, the determination will be issued to the Parties no more than ten (10) business days after the conclusion of the process for questioning Parties to aid in evaluating the allegations and assessing credibility.

Disciplinary Sanctions

Discipline may not be imposed upon a Respondent for sex discrimination, sex-based harassment, or retaliation prohibited by this Policy unless there is a determination at the conclusion of the applicable grievance procedures that the Respondent engaged in Prohibited Conduct and therefore violated this Policy.

The range of possible disciplinary sanctions is as follows:

- Warning (Verbal or Written)
- Probation
- Organizational Sanctions
- Required Training or Education
- Required Counseling
- Performance Improvement/Management Process
- Suspension (with or without pay for employees)
- Expulsion
- Termination

A Party, witness, or others participating in either grievance process will not be disciplined for making a false statement or for engaging in consensual sexual conduct based solely on the Decision-Maker's determination whether sex discrimination, sex-based harassment, or retaliation occurred.

Remedies

The Title IX Coordinator will coordinate the provision and implementation of remedies to a Complainant and other persons the institution identifies as having had equal access to its education program or activity limited or denied by sex discrimination, sex-based harassment, or retaliation.

The range of possible remedies that may be provided is as follows:

- Referral to counseling and health services
- Referral to the Employee Assistance Program
- Education to the individual and/or the community
- Permanent alteration of work arrangements for employees
- Provision of campus safety escorts

- Educational or working environment surveys
- Policy modification and/or training
- Provision of accommodations
- Implementation of no contact limitations between the parties
- Implementation of adjustments to academic deadlines, course schedules, etc.

APPEALS

Complainants and Respondents have the right to appeal the dismissal of a complaint and the Determination of Responsibility and make a statement in support of, or challenging, the outcome.

Role of the Appeal Decision-Maker

The Appeal Decision-Maker will be free of bias as well as conflict of interest and will not be the Title IX Coordinator, Investigator involved in the investigation, or Decision-Maker who reached the Determination of Responsibility. The Appeal Decision-Maker will have received required training under Title IX.

Procedures for Filing an Appeal

The following appeal procedures apply equally to the Parties.

1. Request for Appeal

Any Party may file a written Request for Appeal to the Title IX Coordinator within ten (10) business days of delivery of the Determination of Responsibility.

The Request for Appeal will be forwarded to the Appeal Decision-Maker for consideration to determine if the Request meets the grounds for appeal (Review for Standing).

This review is not a review of the merits of the appeal, but solely a determination as to whether the request meets the grounds and is timely filed.

Grounds for Appeal

The Parties may appeal the determination on the following grounds:

- (1) Procedural irregularity that would change the outcome;
- (2) New evidence that would change the outcome and that was not reasonably available when the determination whether sex-based harassment occurred or dismissal was made; and
- (3) The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against complainants or respondents generally or the individual Complainant or Respondent that would change the outcome.

If any of the grounds in the Request for Appeal do not meet the grounds set forth in this Policy, that Request will be denied by the Appeal Decision-Maker. The Parties and their Advisors will be notified in writing of the denial and the rationale.

If any of the grounds in the Request for Appeal meet the grounds in this Policy, then the Appeal Decision-Maker will notify the other Party(ies) and their Advisor(s), Title IX Coordinator, and, if appropriate, the Investigator and/or the Decision-Maker.

2. Response to Appeal

The other Party(ies) and their Advisors (if any), Title IX Coordinator, and, if appropriate, the Investigator and/or the Decision-Maker will be provided the Request for Appeal with the approved grounds and will be given seven (7) business days to submit a response to the portion of the appeal that was approved and involves them. All responses will be forwarded by the Appeal Decision-Maker to all Parties for review and comment.

The non-appealing Party (if any) may also choose to raise a new ground for appeal at this time. If so, that request will be reviewed for standing by the Appeal Decision-Maker and either denied or approved. If approved, it will be forwarded to the Party who initially requested an appeal, Title IX Coordinator, and the Investigator and/or Decision-Maker (as necessary), who will submit their responses within seven (7) business days, which will be circulated for review and comment by all Parties.

Parties cannot submit any new Requests for Appeal after this time period.

3. Notice of Appeal Outcome

The Appeal Decision-Maker will collect any additional information needed and all documentation regarding the approved grounds and subsequent responses. The Appeal Decision-Maker will apply the preponderance of the evidence standard.

The Notice of Appeal Outcome will be sent to all Parties and their Advisors (if any) simultaneously and will include the decision on each approved ground and rationale for each decision. The Notice of Appeal Outcome may contain specific instructions for remand or reconsideration and any sanctions or measures that may result that the institution is permitted to share in accordance with state and federal law.

Generally, the Appeal Decision-Maker will then draft and issue a Notice of Appeal Outcome in no more than ten (10) business days after receiving all timely responses.

9.2 PROCESS B

The grievance procedures outlined in this section apply to complaints of sex-based harassment involving a student Complainant and/or student Respondent.

SCCC aims to complete the Title IX grievance processes in a reasonably prompt time frame. Generally, the College will conclude the grievance process under this section within one hundred twenty (120) business days.

The College reserves the right to allow for the reasonable extension of timeframes set forth in this Policy on a case-by-case basis for good cause with notice to the Parties that includes the reason for the delay. Good cause may include considerations such as the absence of the Party, a Party's Advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

Right to an Advisor

All Parties are entitled to an Advisor of their choosing to assist them throughout **Process B**. The Advisor may be a friend, counselor, faculty member, family member, attorney or any other individual a Party chooses to advise them who is eligible and available to serve during the grievance process. Any person who may be called as a witness may not serve as an advisor.

Parties are entitled to be accompanied by their Advisor in all meetings, interviews, hearings, and appeals at which the Party is entitled to be present during the grievance process. Parties are required to have an Advisor present at the live hearing. If a Party does not have an Advisor available to be present at the live hearing, the College will provide the Party with an Advisor of the College's choice in the Institution's sole discretion, who may or may not be an attorney.

The College cannot guarantee equal advisory rights. Consequently, if one Party selects an Advisor who is an attorney, but the other Party does not or cannot afford an attorney, the College is not obligated to provide an attorney or other Advisor, except at the hearing. The College is not required to provide an attorney as an Advisor at the hearing.

All Advisors are subject to the same rules whether they are attorneys or not. Advisors may not present on behalf of their advisee in a meeting or interview. Additionally, Advisors may not actively participate in the investigation or informal process. Advisors must conduct all questioning of the other Party and all witnesses in a live hearing even in the event that their Party is not present at the live hearing.

Advisors should request or wait for a break in the interview, hearing, or meeting if they wish to interact with Title IX personnel. Advisors may confer quietly with their advisees as necessary, as long as they do not disrupt the process. For longer or more involved discussions, the Parties and their Advisors should ask for breaks or step out of meetings to allow for private conversation. Advisors may be given an opportunity to meet in advance of any interview or hearing with the Title IX personnel during the grievance process.

Any Advisor who fails to follow the guidelines established by the College in the grievance process will be provided an oral warning. If the Advisor continues to disrupt or otherwise fails to follow those guidelines, the Advisor will be asked to leave the proceeding. If an Advisor is asked to leave, the meeting, interview, hearing or other proceeding will be suspended until the Party's Advisor is reinstated; the Party secures another Advisor to accompany them at that meeting, interview, hearing or proceeding; or the College provides the Party with another Advisor for the hearing.

If an Advisor is asked to leave a proceeding, the Title IX Coordinator will determine whether the Advisor may be reinstated or must be replaced by a different Advisor for the remainder of the grievance process. The Parties must advise the Title IX Coordinator of the identity of their Advisor at least five (5) business days before the scheduled hearing. The Parties must provide subsequent timely notice to the Title IX Coordinator if they change Advisors at any time. No audio or video recording of any kind other than as required by institutional procedure is permitted during meetings with College officials.

All Parties are entitled to one (1) Advisor. For Parties who are entitled to union representation, the unionized employee may have their union representative (if requested by the Party) or their Advisor present for all meetings and interviews. Their union representative may be their Advisor.

NOTICE OF ALLEGATIONS

After receipt of a complaint, the College will provide a written Notice of the Allegations to the Parties, typically within ten (10) business days of receiving a Complaint. The Notice will be sent to the Parties whose identities are known at least five (5) business days before any interview.

The Notice will include the following information:

- Sufficient information available at the time to allow the Parties to respond to the allegations. Sufficient information includes the following:
 - The identities of the Parties involved in the incident(s)
 - The conduct alleged to constitute sex discrimination
 - The date(s) and location(s) of the alleged incident(s), to the extent that information is available to the institution
- Statement that retaliation is prohibited
- Statement that the Respondent is presumed not responsible for the alleged sex-based harassment until a determination is made at the conclusion of the **Section 9.2. Process B.** grievance procedures
- Statement that prior to the determination, the Parties will have an opportunity to present relevant and not otherwise impermissible evidence to a trained, impartial Decision-Maker
- Parties' right to have an Advisor of their choice to serve in the role set out **Section 9.2 Process B.** of this Policy. The Advisor may be, but is not required to be, an attorney
- Parties' right to an equal opportunity to access the Investigative Report that accurately summarizes the relevant and not otherwise impermissible evidence. The Parties also have an equal opportunity to access to the relevant and not otherwise impermissible evidence upon request.
- Statement that knowingly making false statements or knowingly submitting false information during the grievance process is prohibited.

Deliberately false and/or malicious statements made in bad faith under this Policy, as opposed to allegations which, even if erroneous, are made in good faith, are a serious offense and will be subject to appropriate disciplinary action. Additionally, witnesses and Parties knowingly providing false

evidence, tampering with or destroying evidence after being directed to preserve such evidence, or deliberately misleading an official conducting an investigation may be subject to discipline.

- A copy of the Sussex County Community College Title IX Policy and Procedures, which includes the applicable grievance procedures and informal resolution options, if any

Ongoing Notice

If, in the course of an investigation, the institution decides to investigate additional allegations of sex-based harassment by the Respondent toward the Complainant that are not included in the initial written notice provided to the Parties or that are included in a consolidated complaint, the College will provide written notice of the additional allegations to the Parties whose identities are known.

Reasonable Delays

To the extent the institution has reasonable concerns for the safety of any person as a result of providing this Notice, the College may reasonably delay providing written Notice of the Allegations in order to address the safety concern appropriately. Reasonable concerns will be based on individualized safety and risk analysis and not on mere speculation or stereotypes.

COMPLAINT INVESTIGATIONS

After the Notice of Allegations is issued, the College will conduct an adequate, reliable, and impartial investigation into the complaint within a reasonably prompt timeframe. Generally, the investigation will take no longer than sixty (60) business days after the Notice of Allegations is sent to the Parties. The College reserves the right to allow for reasonable extension of timeframes on a case-by-case basis for good cause with written notice to the Parties that includes the reason for the delay.

Role of the Title IX Investigator

A trained Title IX investigator (or team of investigators) will be assigned to investigate the conduct alleged in the complaint. The investigation will include interviewing the Complainant, Respondent, and witnesses as well as gathering relevant evidence. The Title IX Coordinator or Investigator(s) will communicate with the Parties throughout the investigation process to provide notice of meetings and updates.

The College will inform the Parties of the name of the assigned investigator in the Notice of Interview.

Burden of Proof and Evidence Collection

The burden to conduct an investigation that gathers evidence sufficient to determine whether sex-based harassment occurred is on the College, not on the Parties. However, the Parties have an equal opportunity to present fact and expert witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible to the Investigator during the applicable grievance process. The Investigator will review all evidence gathered during the course of the investigation and determine what evidence is relevant and what evidence is impermissible, regardless of relevance, as outlined in **Section 9.** of this Policy.

The Investigator may communicate with other campus offices to gather relevant evidence, if appropriate.

Any Party may decide to participate or not participate in the investigation.

Notice of Interview

The College will provide written notice to a Party whose participation is invited or expected in any investigative meeting or proceeding. The written notice will include the date, time, location, names of participants, and purpose of the meetings or proceedings. It will be provided not less than five (5) business days prior to the meeting, providing the Party has sufficient time to prepare to participate.

Participating in Interviews or Meetings

Parties have an equal opportunity to be accompanied to any meeting or proceeding by an Advisor of their choice, who may be, but is not required to be, an attorney. The institution cannot limit the choice or presence of the Advisor for the Complainant or Respondent in any meeting or proceeding. However, the institution has established restrictions regarding the extent to which the Advisor may participate in the grievance procedures. Such restrictions apply equally to the Parties.

Investigative interviews may be recorded by the Investigator with the consent of the Parties or witnesses. Other recordings are not permitted without explicit permission from the Investigator and/or Title IX Coordinator.

Parties may not attend interviews of any other Party or witness or any meeting or hearing related to the investigation, unless invited and expected to participate by the College.

Investigative Report and Evidence Review

Each Party and their Advisor, if any, will have an equal opportunity to access, review, and respond to the preliminary Investigative Report and relevant (and not otherwise impermissible) evidence (collectively referred to as the "Investigation File").

The College will provide each Party an equal opportunity to access the preliminary Investigative Report, which accurately summarizes the relevant and not otherwise impermissible evidence, in electronic or hard copy. The Parties will have an equal opportunity to access evidence (that is relevant and not otherwise impermissible) referenced in the Investigative Report upon request. The Parties may request access to such evidence by emailing the Investigator within five (5) business days of receiving the Investigative Report. If one Party requests to access such evidence, the Title IX Coordinator will notify and allow access to the other Party within forty-eight (48) hours of the other Party's request.

The Title IX Investigator will provide the Parties instructions for accessing the evidence. Typically, evidence will be shared via a secure digital platform, or the Parties will have an opportunity to schedule a virtual or in-person meeting(s) with the Investigator to review the evidence. The Investigator may share additional security measures with the Parties prior to evidence review.

Each Party will have ten (10) business days from receipt of the preliminary Investigative Report to review the evidence and submit a written response by email to the Investigator. If a Party does not provide a written response within ten (10) business days, it will be assumed that the Party reviewed the information and chose not to respond.

If a Party requests access to evidence, the Parties will have an additional five (5) business days from the date of access to review that evidence.

The Investigator will consider the Parties' written responses before completing the final Investigation Report and evidence. The Party's responses to the evidence, if any, will be included in the investigation file.

The final Investigative File will be shared with the Parties, their Advisors (if any), and the Decision-Maker no less than seven (7) business days before the live hearing. The Parties will have an opportunity to respond to the final Investigation File during the live hearing.

Unauthorized Disclosure of Information & Evidence

As the College has the right to take reasonable steps to prevent and address the Parties' and their Advisors' unauthorized disclosure of information and evidence obtained solely through the sex-based harassment grievance procedures, it may redact confidential portions of the Investigation File or require the Parties and their Advisors to execute nondisclosure agreements to preserve the confidentiality of confidential information prior to release of the Investigation File to the Parties and their Advisors. Disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex-based harassment are authorized.

HEARING PROCESS

After the investigation, the Decision-Maker will conduct a live hearing. During the live hearing, the Decision-Maker may question Parties and witnesses to adequately assess credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex-based harassment.

Role of the Decision-Maker

A trained Title IX Decision-Maker will be assigned to facilitate the live hearing, question Parties and witnesses, assess credibility, and determine whether sex-based harassment occurred.

Notice of Hearing

No less than ten (10) business days before the hearing, the Title IX Coordinator will issue a Notice of Hearing to the Parties and their Advisors.

The Notice of Hearing will contain the following:

- Summary of the Alleged Conduct and Potential Policy Violations
- Identification of Applicable Policies
- Access to the Final Investigation File (which may have been previously provided by the Investigator)
- Date, Time and Location of the Pre-Hearing Meeting
- Date, Time, and Location of the Hearing

- Name of the Assigned Decision-Maker
- Names of the Pre-Hearing Meeting and Hearing Participants
- Information on Requesting Accommodations for a Documented Disability or a Translator
- Additional Information about Pre-Hearing Meeting and Hearing Procedures, as necessary

Pre-Hearing Meetings

After the final Investigation File is shared with the Parties and their Advisors, if any, and before the live hearing, the Decision-Maker may invite the Parties and their Advisors to participate in a pre-hearing meeting.

The purpose of the Pre-Hearing Meeting is to discuss the hearing procedures, rules of decorum, and technology that will be used during the hearing; identify witnesses that will be asked to appear at the hearing; to determine how to address any new evidence the Parties seek to offer at the hearing that was not previously available during the investigation, if any (see below); and to resolve any other matters that the Decision-Maker determines should be resolved before the hearing (at their discretion).

New evidence

Parties are encouraged to provide all relevant witnesses and evidence during the investigation. Parties asking that additional relevant and not otherwise impermissible evidence (including witness testimony) that was not previously provided to the investigators be considered may be asked to demonstrate why such evidence was not reasonably available to them at the time of the investigation. If any Party seeks to introduce such new evidence, the Decision-Maker may, at their discretion: 1.) accept the new evidence as admissible, share it with all Parties and their Advisors (if any) prior to the hearing, and proceed with the scheduled hearing; 2.) postpone the hearing to allow sufficient time for all Parties and their Advisors (if any) to review and respond to such evidence; or 3.) take other measures as they deem appropriate.

Submission of Questions to the Decision-Maker Prior to the Hearing

No less than five (5) days before the hearing, each Party or their Advisor must submit to the Decision-Maker written proposed questions that they want asked of any Party or witness at the hearing. The Decision-Maker will determine whether a proposed question is relevant and not otherwise impermissible and notify the Parties of their determination on each question in writing no less than three (3) business days prior to the hearing.

If the Decision-Maker decides that a question is not relevant or otherwise impermissible, they will explain that decision to the Party or Advisor in writing no less than three (3) business days before the hearing.

Questions that are unclear, harassing, or repetitive of the Party or witness being questioned are not permitted. If such questions are proposed to the Decision-Maker, the Decision-Maker will notify the proposing Party or Advisor in writing (no less than three (3) business days before the hearing) and give the Party an opportunity to clarify or revise the question(s) that the Decision-Maker has determined to be unclear, harassing, or repetitive. The Party or Advisor will have twenty-four (24) hours to submit revised questions to the Decision-Maker. If the Party sufficiently clarifies or revises a question, that question is eligible to be asked at the hearing.

Live Hearing Procedures

The hearing will take place no less than ten (10) business days after the final Investigative Report and evidence

is shared with each Party and their Advisor.

The Decision-Maker, Complainant, Respondent, their Advisors, and relevant witnesses will be invited to participate in the live hearing. Participating in the hearing is not mandatory. The College will proceed with the live hearing in the absence of any Party or witness, and the Decision-Maker may reach a determination of responsibility in their absence.

The hearing attendees may be physically present in the same geographic location, or the hearing may be conducted with the Parties in physically separate locations with technology enabling the Decision-Maker, Parties, and Advisors to simultaneously see and hear the Party or witness while that person is speaking. The College will create an audio or audiovisual recording or transcript of the live hearing, which will be made available to the Parties for inspection and review. Cell phones may not be used during the hearing unless approved by the Decision-Maker in advance.

The Decision-Maker will start the hearing by stating the allegations, reviewing rules of decorum for the hearing, outlining the hearing procedures, and explaining other necessary information.

The Decision-Maker may invite the Complainant and then the Respondent to present an opening statement. The opening statement is to be made by the Party, not the Advisor, and is not to exceed five (5) minutes.

The Decision-Maker will ask their own relevant and not otherwise impermissible questions to the Complainant, Respondent, and witnesses to aid in evaluating the allegations and assessing credibility.

Advisors will have the opportunity to ask the Parties and witnesses the questions submitted to and approved by the Decision-Maker prior to the hearing. Prior to the conclusion of each Party's or witnesses' testimony, Advisors will have an opportunity to propose follow up questions. These questions will be proposed orally to the Decision-Maker during the live hearing, who will first determine whether the question is relevant (and not otherwise impermissible). If determined to be relevant and not otherwise impermissible, the Advisor will ask such questions to the Parties or witnesses. The Decision-Maker will explain any decision to exclude a question that is not relevant or otherwise impermissible.

Unclear, harassing, and repetitive follow up questions will not be permitted. The Decision-Maker will give Advisors the opportunity to clarify or revise questions that the Decision-Maker has determined to be unclear, harassing, or repetitive. If the Party sufficiently clarifies or revises a question, as determined by the Decision-Maker, the question will be asked.

At the conclusion of the hearing, the Decision-Maker may invite the Parties to give closing statements, first by the Complainant then the Respondent. Closing statements shall not exceed five (5) minutes.

As an alternative or in addition to closing statements, the Decision-Maker may invite the Complainant to submit an Impact Statement and the Respondent to submit a Statement of Mitigating Factors to the Decision-Maker at the conclusion of the hearing.

The Impact Statement and Statement of Mitigating Factors will only be considered by the Decision-Maker after a finding of responsibility has been made by the Decision-Maker.

A Decision-Maker may choose to place less or no weight upon statements by a Party or witness who refuses to respond to questions deemed relevant and not impermissible. The Decision-Maker must not draw an inference about whether sex discrimination or sex-based harassment occurred based solely on a Party's or

witness's refusal to respond to such questions.

Additional rules of decorum and hearing procedures that apply equally to the Parties and their Advisors may be shared prior to the hearing.

Advisors at the Hearing

Only Advisors are permitted to question the Parties and witnesses – questioning will never be conducted by a Party personally. Therefore, Parties are required to have an Advisor present at the live hearing to ask questions. If a Party does not have an Advisor present at the live hearing, the College will provide the Party with an Advisor of the College's choice, without charge to the Party, for the purpose of Advisor-conducted questioning. The Advisor will not be a Confidential Employee and may or may not be an attorney. The College cannot guarantee equal advisory rights. Consequently, if one Party selects an Advisor who is an attorney, but the other Party does not or cannot afford an attorney, the College is not obligated to provide an attorney or other Advisor, except at the hearing. The College is not required to provide an attorney as an Advisor at the hearing.

NOTICE OF OUTCOME

Following the investigation and live hearing, the Decision-Maker will make a determination whether sex-based harassment occurred. The Decision-Maker will draft and issue a written determination regarding responsibility called the Notice of Outcome, which will be shared with the Parties simultaneously.

Elements of the Notice of Outcome

The Notice of Outcome will include the following elements:

- (1) A description of the alleged sex-based harassment
- (2) Information about the policies and procedures that the institution used to evaluate the allegations
- (3) The Decision-Maker's evaluation of the relevant and not otherwise impermissible evidence and determination whether sex-based harassment occurred
- (4) When the Decision-Maker finds that sex-based harassment occurred, any disciplinary sanctions the institution will impose on the Respondent, whether remedies other than the imposition of disciplinary sanctions will be provided by the institution to the Complainant, and, to the extent appropriate, other students identified by the institution to be experiencing the effects of the sex-based harassment; and
- (5) The institution's procedures for the Complainant and Respondent to appeal

Generally, the Notice of Outcome will be issued no more than ten (10) business days after the live hearing.

The Notice of Outcome becomes final either on the date that the institution provides the Parties with the written determination of the result of any appeal, or, if no Party appeals, the date on which an appeal would no longer be considered timely.

Disciplinary Sanctions

Discipline may not be imposed upon a Respondent for sex-based harassment prohibited by this Policy unless there is a determination at the conclusion of the applicable grievance procedures that the Respondent engaged in Prohibited Conduct and therefore violated the Policy.

The range of possible disciplinary sanctions is as follows:

- Warning (Verbal or Written)
- Probation
- Organizational Sanctions
- Required Training or Education
- Required Counseling
- Performance Improvement/Management Process
- Suspension (with or without pay for employees)
- Expulsion
- Termination

A Party, witness, or others participating in either grievance process will not be disciplined for making a false statement or for engaging in consensual sexual conduct based solely on the Decision-Maker's determination whether sex-based harassment occurred.

Remedies

The Title IX Coordinator will coordinate the provision and implementation of remedies to a Complainant and other persons the institution identifies as having had equal access to its education program or activity limited or denied by sex discrimination, sex-based harassment, or retaliation.

The range of possible remedies that may be provided is as follows:

- Referral to counseling and health services
- Referral to the Employee Assistance Program
- Education to the individual and/or the community
- Permanent alteration of work arrangements for employees
- Provision of campus safety escorts
- Educational or working environment surveys
- Policy modification and/or training
- Provision of accommodations
- Implementation of no contact limitations between the parties
- Implementation of adjustments to academic deadlines, course schedules, etc.

APPEALS

Complainants and Respondents have the right to appeal the dismissal of a complaint and the Notice of Outcome and make a statement in support of, or challenging, the outcome.

Role of the Appeal Decision-Maker

The Appeal Decision-Maker will be free of bias as well as conflict of interest and will not be the Title IX Coordinator, Investigator involved in the investigation, or Decision-Maker who reached the determination regarding responsibility or dismissal. The Appeal Decision-Maker will have received required training under Title IX.

Procedures for Filing an Appeal

The following appeal procedures apply equally to the Parties.

1. Request for Appeal

Any Party may file a written Request for Appeal to the Title IX Coordinator within ten (10) business days of delivery of the Notice of Outcome.

The Request for Appeal will be forwarded to the Appeal Decision-Maker for consideration to determine if the Request meets the grounds for appeal (Review for Standing).

This review is not a review of the merits of the appeal, but solely a determination as to whether the request meets the grounds and is timely filed.

Grounds for Appeal

The Parties may appeal the determination on the following grounds:

- (1) Procedural irregularity that would change the outcome;
- (2) New evidence that would change the outcome and that was not reasonably available when the determination whether sex-based harassment occurred or dismissal was made; and
- (3) The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against complainants or respondents generally or the individual Complainant or Respondent that would change the outcome.

If any of the grounds in the Request for Appeal do not meet the grounds set forth in this Policy, that Request will be denied by the Appeal Decision-Maker. The Parties and their Advisors will be notified in writing of the denial and the rationale.

If any of the grounds in the Request for Appeal meet the grounds in this Policy, then the Appeal Decision-Maker will notify the other Party(ies) and their Advisor(s), Title IX Coordinator, and, if appropriate, the Investigator and/or the Decision-Maker.

2. Response to Appeal

The other Party(ies) and their Advisors (if any), Title IX Coordinator, and, if appropriate, the Investigator and/or the Decision-Maker will be provided the Request for Appeal with the approved grounds and will be given seven (7) business days to submit a response to the portion of the appeal that was approved and involves them. All responses will be forwarded by the Appeal Decision-Maker to all Parties for review and comment.

The non-appealing Party (if any) may also choose to raise a new ground for appeal at this time. If so, that request will be reviewed for standing by the Appeal Decision-Maker and either denied or approved. If approved, it will be forwarded to the Party who initially requested an appeal, Title IX Coordinator, and the Investigator and/or Decision-Maker (as necessary), who will submit their responses within seven (7) business days, which will be circulated for review and comment by all Parties.

Parties cannot submit any new Requests for Appeal after this time period.

3. Notice of Appeal Outcome

The Appeal Decision-Maker will collect any additional information needed and all documentation regarding the approved grounds and subsequent responses. The Appeal Decision-Maker will apply the preponderance of the evidence standard.

The Notice of Appeal Outcome will be sent to all Parties and their Advisors (if any) simultaneously and will include the decision on each approved ground and rationale for each decision. The Notice of Appeal Outcome may contain specific instructions for remand or reconsideration and any sanctions or measures that may result that the institution is permitted to share in accordance with state and federal law.

Generally, the Appeal Decision-Maker will then draft and issue a Notice of Appeal Outcome in no more than ten (10) business days after receiving all timely responses.

10. INFORMAL RESOLUTION OPTIONS

At any time prior to determining whether sex discrimination, sex-based harassment, or retaliation occurred under Grievance Processes A and B, the College may offer to a Complainant and Respondent an informal resolution process. Informal Resolution will not be offered if such a process would conflict with Federal, State or local law.

Discretion to Offer Informal Resolution

The College has discretion to determine whether it is appropriate to offer an informal resolution process when it receives information about conduct that reasonably may constitute sex discrimination, sex-based harassment, or retaliation under this Policy or when a complaint of such Prohibited Conduct is made, and may decline to offer informal resolution despite one or more of the Parties' wishes.

Circumstances when the institution may decline to allow informal resolution include, but are not limited to, when the institution determines that the alleged conduct would present a future risk of harm to others.

The College will not require or pressure the Parties to participate in an informal resolution process. The Title IX Coordinator or their designee will obtain the Parties' voluntary consent to the informal resolution process and will not require waiver of the right to an investigation and determination of a complaint as a condition of enrollment or continuing enrollment, or employment or continuing employment, or exercise of any other right.

Notice of Informal Resolution

Before initiation of an informal resolution process, the College will provide to the Parties written notice that explains:

- (1) The allegations
- (2) The requirements of the informal resolution process
- (3) That, prior to agreeing to a resolution, any Party has the right to withdraw from the informal resolution process and to initiate or resume the appropriate grievance procedures
- (4) That the Parties' agreement to a resolution at the conclusion of the informal resolution process would preclude the Parties from initiating or resuming grievance procedures arising from the same allegations
- (5) The potential terms that may be requested or offered in an informal resolution agreement, including notice that an informal resolution agreement is binding only on the Parties
- (6) What information SCCC will maintain and whether and how the institution could disclose such information for use in Grievance Process A or B (as applicable), if grievance procedures are initiated or resumed

Informal Resolution Facilitator

The Facilitator for the informal resolution process must not be the same person as the Investigator or the Decision-Maker in the grievance procedures. Any person designated by the College to facilitate an informal resolution process must not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. Any person facilitating informal resolution must receive the required training under Title IX.

Potential Terms

Potential terms that may be included in an informal resolution agreement include, but are not limited to:

- (1) Restrictions on contact
- (2) Restrictions on the Respondent's participation in one or more of the institution's programs or activities or attendance at specific events, including restrictions the institution could have imposed as remedies or disciplinary sanctions had SCCC determined at the conclusion of the applicable grievance procedures that sex discrimination, sex-based harassment, or retaliation occurred
- (3) Additional terms as mutually agreed upon by the Parties

Each Party must sign the informal resolution prior to its finalization.

DEFINITIONS

The following terms are related to the Sussex County Community College Title IX Policy and Procedures:

Admission: Selection for part-time, full-time, special, associate, transfer, exchange, or any other enrollment, membership, or matriculation in or at an education program or activity operated by the institution.

Advisor: An individual who provides support, guidance, and/or assistance to the Complainant or Respondent throughout the complaint investigation, hearing, appeals processes under Grievance Process B. Complainants and Respondents have the right to select an Advisor of their choice, and Parties have an equal opportunity to be accompanied to any meeting or proceeding by an Advisor. Advisors may be a friend, mentor, family member, attorney, or any other supporter a Party chooses to advise them who is both eligible and available. Advisors may not have personal involvement regarding any facts or circumstances of the alleged misconduct and cannot be a witness in the matter.

Advisors are required during the Grievance Process B hearing process. If a Party does not have an Advisor present to ask questions on their behalf at the hearing, the College will provide the Party with an Advisor of the institution's choice, without charge to the Party, for the purpose of Advisor-conducted questioning. In those instances, the institution must not appoint a Confidential Employee and may appoint, but is not required to appoint, an attorney to serve as an Advisor.

Complainant:

- (1) A student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under this Policy; or
- (2) A person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under the Policy and who was participating or attempting to participate in a Sussex County Community College education program or activity at the time of the alleged sex discrimination.

Complaint: A verbal or written request to the College that objectively can be understood as a request for the institution to investigate and make a determination about alleged sex discrimination, sex-based harassment, or retaliation as set forth in this Policy.

Confidential Employee:

- (1) An employee of the College whose communications are privileged or confidential under Federal or State law. The employee's confidential status, for purposes of this Policy, is only with respect to information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies;
- (2) An employee of the College whom the institution has designated as confidential for the purpose of providing services to persons related to sex discrimination (including sex-based harassment). If the employee also has a duty not associated with providing those services, the employee's confidential status is only with respect to information received about sex discrimination in connection with providing those services; or
- (3) An employee of the College who is conducting an Institutional Review Board-approved human-

subjects research study designed to gather information about sex discrimination—but the employee’s confidential status is only with respect to information received while conducting the study.

Consent: The College utilizes an affirmative consent standard in the determination of whether consent was given by both Parties.

“Affirmative consent” means affirmative, conscious, and voluntary agreement to engage in sexual activity. It is the responsibility of each person involved in the sexual activity to ensure that the person has the affirmative consent of the other or others to engage in the sexual activity. Lack of protest or resistance does not mean consent, nor does silence mean consent. Affirmative consent must be ongoing throughout a sexual activity and can be revoked at any time. The existence of a dating relationship between the persons involved, or the fact of past sexual relations between them, should never by itself be assumed to be an indicator of consent.

In the evaluation of complaints, it is not a valid excuse to alleged lack of affirmative consent that the Respondent believed that the Complainant consented to the sexual activity under either of the following circumstances:

- (1) The Respondent’s belief in affirmative consent arose from the intoxication or recklessness of the Respondent; or
- (2) The Respondent did not take reasonable steps, in the circumstances known to the accused at the time, to ascertain whether the Complainant affirmatively consented.

In evaluation of Complaints, it is not a valid excuse that the Respondent believed that the Complainant affirmatively consented to the sexual activity if the Respondent knew or reasonably should have known that the Complainant was unable to consent to the sexual activity under any of the following circumstances:

- (1) The complainant was asleep or unconscious;
- (2) The Complainant was incapacitated due to the influence of drugs, alcohol, or medication, so that the complainant could not understand the fact, nature, or extent of the sexual activity; or
- (3) The Complainant was unable to communicate due to a mental or physical condition.

Disciplinary sanctions: Consequences imposed on a Respondent following a determination under Title IX that the Respondent violated the College’s prohibition on sex discrimination, sex-based harassment, or retaliation. The Title IX Coordinator will coordinate the imposition of any disciplinary sanctions on a Respondent, including notification to the Complainant of any such disciplinary sanctions.

Education Program or Activity: All of the institution’s operations over which the College exercises disciplinary authority or otherwise has substantial control. Additional information about Education Programs or Activities is set forth in **Section 2. Scope of Policy.**

Mandated Reporters: Mandated Reporters are non-Confidential Employees who either have authority to institute corrective measures on behalf of the College or have responsibility for administrative leadership, teaching, or advising in the College’s education program or activity. Mandated Reporters are required to notify the Title IX Coordinator or designee if they have information about conduct that may reasonably constitute sex discrimination, including sex-based harassment.

Parental Status: The status of a person who, with respect to another person who is under the age of 18 or who is 18 or older but is incapable of self-care because of a physical or mental disability, is:

- (1) A biological parent
- (2) An adoptive parent;
- (3) A foster parent;
- (4) A stepparent;
- (5) A legal custodian or guardian;
- (6) In loco parentis with respect to such a person; or
- (7) Actively seeking legal custody, guardianship, visitation, or adoption of such a person.

Party: A Complainant or Respondent

Peer retaliation: Retaliation by a student against another student.

Postsecondary Institution: an Institution of graduate higher education, an institution of undergraduate higher education, an institution of professional education, or an institution of vocational education that serves postsecondary school students.

Pregnancy or Related Conditions:

- (1) Pregnancy, childbirth, termination of pregnancy, or lactation;
- (2) Medical conditions related to pregnancy, childbirth, termination of pregnancy, or lactation; or
- (3) Recovery from pregnancy, childbirth, termination of pregnancy, lactation, or related medical conditions.

Relevant: Related to the allegations of sex discrimination, sex-based harassment, or retaliation under investigation as part of the Grievance Process A or B. Questions are relevant when they seek evidence that may aid in showing whether the alleged Prohibited Conduct occurred, and evidence is relevant when it may aid a Decision-Maker in determining whether the alleged sex discrimination, sex-based harassment, or retaliation occurred.

Remedies: Measures provided, as appropriate, to a Complainant or any other person the institution identifies as having had their equal access to its education program or activity limited or denied by sex discrimination, sex-based harassment, or retaliation. These measures are provided to restore or preserve that person's access to the institution's education program or activity after the institution determines that Prohibited Conduct as set forth in this Policy occurred.

Report: Notice, either written or verbal, provided to the Title IX Coordinator of an alleged incident of sex discrimination, sex-based harassment, or retaliation. Any person, regardless of whether or not the person reporting the alleged incident is the person alleged to be the victim in the incident, may make a report. Reports

may be made at any time, including during non-business hours, in person, by mail to the office address listed for the Title IX Coordinator, by telephone, by email, or any other means that result in the Title IX Coordinator receiving a person's written or verbal report. Individuals may also download and submit an Incident Report by email, mail, or in person directly to the Title IX Coordinator. A report is distinguished from a Complaint as defined above.

Respondent: A person who is alleged to have violated the College's prohibition on sex discrimination, sex-based harassment, and retaliation.

Standard of Evidence (Preponderance of Evidence): The standard used to determine if a Title IX Policy violation occurred. The College uses a "preponderance of evidence" standard, which means that the evidence demonstrated in the grievance process demonstrates that it is more likely than not that the alleged conduct or policy violation occurred.

Student: A person who has gained admission

Student with a Disability: A student who is an individual with a disability as defined in the Rehabilitation Act of 1973, as amended, 29 U.S.C. 705(9)(B), (20)(B), or a child with a disability as defined in the Individuals with Disabilities Education Act, 20 U.S.C. 1401(3).

Supportive Measures: Individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a Complainant or Respondent, not for punitive or disciplinary reasons, and without fee or charge to the Complainant or Respondent to:

- (1) Restore or preserve that Party's access to the institution's education program or activity, including measures that are designed to protect the safety of the Parties or the institution's educational environment; or
- (2) Provide support during the institution's grievance procedures (Grievance Process A and B) or during the informal resolution process

Title IX: Title IX of the Education Amendments of 1972 (Pub. L. 92-318; 20 U.S.C. 1681, 1682, 1683, 1685, 1686, 1687, 1688, 1689), as amended. It is a law that protects against sex-based discrimination and provides for equal opportunity for students to pursue education and have equal and safe access to all of a school's programs and facilities and protects these environments from becoming hostile environments. It is mandated through the Office of Civil Rights in the U.S. Department of Education that institutions receiving federal funds or providing federal financial aid to students must adhere to Title IX's rules and provisions.

ADDITIONAL INFORMATION

The obligation to comply with Title IX and this part is not obviated or alleviated by any State or local law or other requirement that conflicts with Title IX.

The obligation to comply with Title IX is not obviated or alleviated by FERPA, 20 U.S.C. 1232g, or its implementing regulations, 34 CFR part 99.

Provisions in this Policy must not be construed to modify any rights under the Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, or the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq.

Measures or outcomes described under this Policy must not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, or the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq.

REQUEST FOR TRAINING MATERIALS

All SCCC employees and external parties employed by SCCC involved in the Title IX complaint evaluation, grievance procedures, and informal resolution processes have received the appropriate training under Title IX. Training materials can be accessed by members of the general public upon request.

RESOURCES

Local Resources

NJ Sexual Assault Hotline
1-800-601-7200

NJ Coalition Against Sexual Assault
1-609-631-4450
www.NJCASA.org

NJ Domestic Violence Hotline
1-800-572-7233

Newton Medical Center (local hospital)
175 High Street
Newton, NJ
973-383-2121

National Resources

National Sexual Assault Hotline
Phone: 1 (800) 656-HOPE (4673)

Rape & Sexual Assault Crisis Line
Phone: 1-888-421-1100

Rape Abuse and Incest National Network (RAINN)
Phone: 1-800-656-HOPE
Website: www.rainn.org

The RAINN hotline offers free, confidential counseling and support 24 hours a day, from anywhere in the country.

National Resource Center on Domestic Violence Hotline (24 hours)
Phone: 800-799-SAFE

National Domestic Violence Hotline
Phone: 1-800-799-SAFE

National Domestic Violence Hotline Spanish
Phone: 1-800-942-6908

200.1 Title IX Pregnancy or Related Conditions Response and Support Policy

PURPOSE OF THE POLICY

To provide support to Sussex County Community College (“College”) employees who experience pregnancy or related conditions under federal Title IX law.

GENERAL STATEMENT

This policy sets forth specific actions required under federal Title IX law in addition to all non-discrimination expectations set forth in the Sussex County Community College Title IX Policy and Grievance Procedure

Title IX prohibits sex discrimination in education programs and activities that receive federal financial assistance. The Department of Education’s 2024 amendments to the Title IX regulations ban discrimination on the basis of current, potential, or past pregnancy, childbirth, termination of pregnancy (abortion, miscarriage, or stillbirth), lactation, recovery, or related medical conditions. In addition, the regulations require educational institutions to provide pregnant and postpartum students with “reasonable academic adjustments”—changes to policies, procedures, and practices to support equitable access to education.

Sussex County Community College (“College”) does not engage in prohibited discrimination when it allows a student, based on pregnancy or related conditions, to voluntarily participate in a separate portion of its education program or activity, provided it ensures that the separate portion is comparable to that offered to students who are not pregnant and do not have related conditions.

The regulations also require Title IX support for employees and applicants for employment who experience pregnancy or related conditions, and other state and federal laws also speak to this requirement.

200.52 Lactation Support

PURPOSE OF THE POLICY

Sussex County Community College welcomes and supports faculty, staff and students who are parents. The purpose of this policy is to provide suitable location for nursing staff, faculty or students an appropriate space to express milk while on campus.

GENERAL STATEMENT OF WAIVER AND SUBSTITUTION

Sussex County Community College will work, individually, with staff, faculty and students who require an appropriate space in which to express milk while on campus. Individuals are responsible to provide their own lactation equipment and storage containers/insulated bags in which to store their expressed milk.

600.01 Annual Security Reporting

Preparation of the Annual Security Report

In accordance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act the College is required to compile and publish a yearly report that discloses certain timely and annual information about campus crime statistics and policies.

Pursuant to the Jeanne Clery Act, Sussex County Community College has designated the Campus Safety and Security Manager as the responsible party for preparing and distributing the Annual Security Report (ASR) to all employees and students by October 1st of each year. In addition, the Campus Safety and Security Manager shall also be responsible for ensuring compliance with the U.S. Department of Education by filing the required crime statistics as outlined in the Higher Education Act, section #485. The Manager shall also complete any required Campus Safety and Security Self- Assessment Survey that may be required by the State of New Jersey Department of Education.

The Campus Safety and Security Manager, along with other campus security authorities, compile statistics and essential policy components necessary for campus security. The sources of these statistics are compiled using both on campus records and contact with local law enforcement agencies for statistical data for crimes and other incidence's occurring on SCCC property.

The following properties shall be included within the report:

- Main Campus – 1 College Hill Road, Newton NJ 07860
- Sussex County Public Safety Training Academy - 114 Morris Turnpike, Newton NJ
- McGuire Technical Education Center/Culinary Institute - 47 Main Street
Newton, NJ 07860

- Any other property controlled by way of contract or agreement by Sussex County Community College.

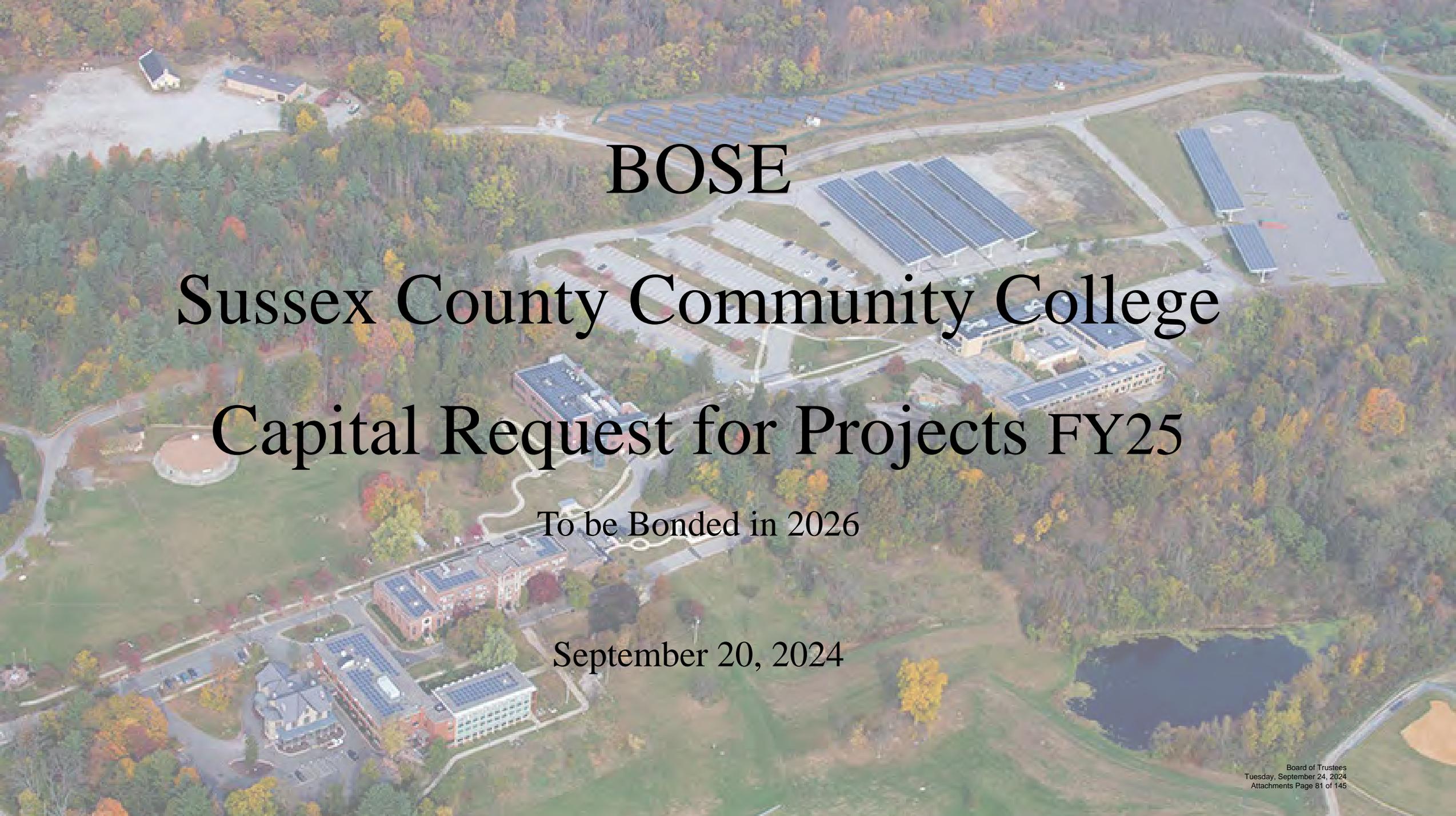
Emergency Operations Plan

In addition, the Campus Safety and Security Manager shall also be responsible for ensuring a complete and updated version of the college's Emergency Operations Plan is submitted to the College Board of Trustees for approval and that a memorandum of record, signed by the College President, that certifies the governing board of Sussex County Community College adopted the institutional Emergency Operations Plan (EOP), is filed annually with the NJ Department of Education.

The Manager shall be required to comply with any changes and/or additions that may occur to the above mandates.

Sussex County Community College
Designations of Unrestricted Net Assets
FYE June 30, 2024

SCCC Investments/Designations	FYE June 30, 2024	FYE June 30, 2023	FYE June 30, 2022	FYE June 30, 2021	FYE June 30, 2020	FYE June 30, 2019	FYE June 30, 2018	FYE June 30, 2017	FYE June 30, 2016
College Operating Expense Budget	20,962,000	19,032,000	19,032,000	19,372,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000
Operating									
NJ PERS "Unfunded" Pension Liability-GASB 68 (\$10,098,849.) may require funding by SCCC in future years									
NJ Community College Consortium for Workforce and Economic Development-(Restricted)									
Residence Hall Project	500000								
Building B of MTEC	1000000								
Health Sciences Addition	4000000								
Cafeteria Expansion	1000000								
Jenzabar One		1200000							
Foundation Leadership		115000	115000	115000	230000				
NJ State Funding-Credit Hour reduction		350000	350000	200000	100000	100000	100000	100000	100000
IT (ELF) Grant 25% match	20000	20000	20000	40000	76125	76125	93000	109000	150307
Information Technology Initiatives		400000	400000	400000	200000	200000	200000	200000	900000
Academic Initiatives		1500000	1500000	1300000	1300000	1300000	1200000	500000	
New Sports Programs		500000	500000	400000	400000	400000	300000	300000	
Other Capital Programs		600000	600000	600000	600000	600000	600000	400000	
On Line Program Investment		100000	100000	100000	100000	100000	100000	100000	100000
Initiatives-Total	11020000	4785000	3585000	3155000	3006125	2776125	2593000	1709000	1250307
Renovations	300000	300000	300000	250000	250000	250000	250000	250000	250000
Rebranding Enrollment Growth Initiative	200000	200000	200000	150000	150000	150000	150000	150000	150000
Student Graduation Incentive	200000	200000	200000	150000	150000	150000	150000	150000	150000
Enrollment Growth/Student Success Initiatives-Total	700000	700000	700000	550000	550000	550000	550000	550000	550000
Total Initiatives recommended (A)	(A) \$ 11,720,000	\$ 5,485,000	\$ 4,285,000	\$ 3,705,000	\$ 3,556,125	\$ 3,326,125	\$ 3,143,000	\$ 2,259,000	\$ 1,800,307
Capital-Fixed Assets- Physical Plant									
Deferred Capital Maintenance	4300000	4300000	4300000	3900000	2900000	2700000	2700000	2695728	1300000
D Bldg Designated Funds Spent FYE June 30,2016								-522000	-522000
Classroom Lighting									
Campus Master Plan									
Energy Saving Program	500000	500000	500000	400000	400000	400000			
Horton Mansion-Deferred Maintenance	200000	200000	200000	200000	200000	200000	200000	200000	200000
Deferred Capital Maintenance-Total									
Sub total Deferred Maintenance Funds	(B) \$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 4,500,000	\$ 3,500,000	\$ 3,300,000	\$ 2,900,000	\$ 2,895,728	\$ 1,500,000
% percent of College Budget	23.9%	26.3%	26.3%	23.2%	17.5%	16.5%	14.5%	14.5%	7.5%
BenchMark 10%-25%									
Total Board Designated Funds	(A)+(B) \$16,720,000	\$10,485,000	\$9,285,000	\$8,205,000	\$7,056,125	\$6,626,125	\$6,043,000	\$5,154,728	\$3,300,307
% percent of College Budget	79.8%	55.1%	48.8%	42.4%	35.3%	33.1%	30.2%	25.8%	16.5%
Benchmark 35%-75%									
Total Cash & Equivalent	\$ 22,796,000	\$ 22,550,000	\$ 20,763,000	\$ 22,526,000	\$ 18,091,197.00	\$ 16,581,921.00	\$ 15,161,210.00	\$11,105,587	\$8,460,435
Board Designated as % of Cash & Equivalent	73.3%	46.5%	44.7%	36.4%	39.0%	40.0%	39.9%	46.4%	39.0%

An aerial photograph of the Sussex County Community College campus. The image shows several large, multi-story brick buildings with blue roofs, a large parking lot, and a solar panel array. The campus is surrounded by lush green trees with some autumn-colored foliage. A large pond is visible in the lower right quadrant. The text is overlaid in the center of the image.

BOSE

Sussex County Community College

Capital Request for Projects FY25

To be Bonded in 2026

September 20, 2024



Request for Capital Improvements FY 2025:

SCCC Chapter 12: \$2,300,000

PSTA Chapter 12: \$ 500,000

Total Chapter 12: \$2,800,000

Proposed Project Funding from Request:

SCCC Requests for FY25 (to be bonded in 2026)

Program Facilities, Infrastructure, and Equipment: \$825,000

Deferred Maintenance: \$825,000

Safety & Compliance Equipment/Upgrades: \$150,000

Technology- Hardware Upgrades: \$500,000

PSTA Requests:

Deferred Maintenance \$500,000 – Program Equipment and Buildings

Planned Use of Funds:

SCCC Requests:

1. Investment in new program equipment & facility retrofit.
2. Building Upgrades on the SCCC premises. **Locations include the E Building, B/C Building, and L Building.**
3. Safety and Compliance equipment and upgrades
4. IT Technology upgrades

PSTA Requests:

1. Deferred Maintenance and Program Modernizations

FISCAL YEAR 24/25 BLANKET PURCHASE ORDERS > \$17,500

Vendor Name	Description	FY25	FY24 BPO	Notes
		Estimate	Amount	
BPO Amount				
Additional Blankets				
Baldor	Cullinay	\$ 22,000	\$ 17,400	Approved Vendor
Mooney	Cullinay	\$ 18,000	\$ 17,000	Approved Vendor
Chef Warehouse	Cullinay	\$ 22,000	\$ 20,000	Approved Vendor
Garne Energy	Snow removal	\$ 200,000	\$ 200,000	Bid 23-08-0003
Higher One	Cash management	\$ 90,500	\$ 90,216	Proprietary/Sole Source
Shoprite	Cullinay	\$ 23,000	\$ 14,000	Approved Vendor
Pepsi Beverage Sales	School Store	\$ 40,000	\$ 40,000	Approved Vendor
Performance food group, DBA	School Store	\$ 40,000	\$ 20,000	Approved Vendor
Unitemp Mechanical	On-Call HVAC	\$ 60,000	\$ 60,000	Bid 23-08-0002

Previously Approved

AAA Facilities Solutions	Janitorial Services	\$ 50,000	\$ 50,000	Bid 23-00-0300/FY25 Budget
Accruent LLC	Scheduling SW License	\$ 23,000	\$ 20,000	Multiple Quotes/FY25 budget
ADP Inc.	Payroll Services	\$ 70,000	\$ 60,000	National Coop/FY 25 Budget
AERO Plumbing & Heating	Plumbing Services	\$ 60,000	\$ 68,000	Bid 23-00-0130/FY25 Budget
Bollinger Insurance	Athletic Insurance	\$ 150,000	\$ 150,000	Bid Exemption - Insurance
Bridgeway Behavioral Health	Counseling	\$ 20,000	\$ 46,000	Mental Health Services - Grant
Carolina Biological Supply Co.	Science Supplies	\$ 40,000	\$ 35,000	NJCC Joint Purchasing
County of Sussex	Salt/Grit	\$ 35,000	\$ 35,000	Bid Exemption - Gov. Agency
Delta Dental Plan of NJ	Dental Services	\$ 60,000	\$ 60,000	Bid Exemption - Insurance
Distinctive Voice & Data LLC	Network Support	\$ 207,000	\$ 191,000	RFP 19-05-0096
Elizabethtown Gas	Natural Gas Utility	\$ 100,000	\$ 105,000	Bid Exemption - Utility
Florio, Perucci, Steinhardt Capelli & Tipton	Legal Services	\$ 20,000	n/a	Bid Exemption - Professional
Gandhi, Ketan	CPA Consulting	\$ 100,200	\$ 26,400	Bid Exemp/PSvc thru June 2025
Generations Services, Inc.	Electrical Services	\$ 65,000	\$ 65,000	Bid 23-00-0100
Home Depot	Facilities Supplies	\$ 50,000	\$ 37,000	NJ State Contract
HQW Architects	Architectural Svcs	\$ 100,000	n/a	Architect Services/FY25 Budget
iHeartMedia + Entertainment Inc.	Radio Advertising	\$ 45,000	\$ 45,000	Bid Exemption - Advertising
Instructure Inc.	Canvas Software	\$ 65,000	\$ 64,600	Bid Exemption - Proprietary
Ivy Rehab	Athletic Training	\$ 20,000	\$ 20,000	Professional Services

J. Kramer Landscaping & Snowplow	Landscaping	\$ 100,000	\$ 100,000	Bid 21-03-0117
JCP&L	SCCC Electric	\$ 270,000	\$ 270,000	Bid Exemption - Utility
JCP&L	PSTA Electric	\$ 37,000	\$ 37,000	Bid Exemption - Utility
Laddey Clark & Ryan	Legal Services	\$ 20,000	\$ 20,000	Bid Exemption - Professional
Lowe's Home Centers	Facilities Supplies	\$ 80,000	\$ 87,000	NJ State Contract
Newton Water & Sewer	Water/Sewage	\$ 17,500	17,500	Bid Exemption - Gov. Agency
NJ Community College Ins. Pool	Insurance WMC	\$ 90,000	\$ 90,000	Bid Exemption - Insurance
NJ Department of Labor	Unemployment	\$ 48,000	\$ 35,000	Bid Exemption - NJ State Fund
NJCCC	Council Assessment	\$ 34,700	\$ 34,000	CC Consortium
NJEdge.net	Internet Services	\$ 52,000	\$ 52,000	Consortium
Open Systems Integrators, Inc.	Access Control SW &	\$ 22,000	\$ 22,000	ESCNJ Cooperative Contract
Open Systems Integrators, Inc.	Repairs and Maint	\$ 22,000	\$ 22,000	Repairs and Maintenance
Passaic County Community College	Nursing Agreement	\$ 135,000	\$ 125,000	Exemption - Contract with CC
PKF O'Connor	Auditing	\$ 79,000	\$ 79,000	Bid Exemption - Professional
Planet Networks	Secondary Internet	\$ 20,340	\$ 20,340	Multiple Quotes
Porzio, Bromberg & Newman, PC	Legal Services	\$ 70,000	\$ 80,000	Bid Exemption - Professional
Prudential Retirement/Empower Trust	Employee Retirement	\$ 45,000	\$ 17,500	Bid Exemption - NJ State Fund
School Alliance Insurance Fund	Liability Insurance	\$ 258,000	\$229,518	Bid Exemption - Insurance
Sign Language Resources	Sign Language Svc	\$ 75,000	\$ 100,000	Bid 22-10-0001
SIRSI Corporation	Library Mgmt SW	\$ 29,000	\$ 29,000	Bid Exemption - Proprietary
SunLight General Sussex Solar	Solar Electric	\$ 120,000	\$ 120,000	Power Purchase Agmt
T A Mountford Company	Copy/Printer Service &	\$ 21,120	\$ 21,000	NJ State Contract
Town of Newton	MTEC Property Taxes	\$ 28,000	\$ 28,000	Bid Exemption - Gov. Agency
Constellation NewEnergy	Natural Gas Supply	\$ 100,000	\$ 100,000	NJCC Joint Purchasing
United States Postal Service	Postage	\$ 17,500	\$ 17,500	Bid Exemption - Gov. Agency
Vertiv Corporation	IT Power & AC Sys	\$ 23,000	\$ 23,000	Proprietary/Sole Source
Waste Management	Garbage Removal	\$ 55,000	\$ 55,000	NJ State Contract
Weiner Law Group LLP	Legal Services	\$ 20,000	\$ 30,000	RFP, Bid Exemption - Prof.
A Book Company LLC	Online Books	\$ 400,000	\$ 400,000	Bid Exemption - Bookstore
A Book Company LLC	Financial Aid Charges	\$ 100,000	\$ 100,000	Bid Exemption - Bookstore
County College of Morris	Chargebacks	\$ 100,000	\$ 125,000	n/a
SCCC Chapter of AUFNJ	Adjunct Union Dues	\$ 20,000	\$ 20,000	n/a



PROCUREMENT MEMO

TO: Sussex County Community College Board of Trustees,
Dr. Jon Connolly

CC: Wendy Fullem, Karen Unrath,

FROM: Matthew Stoppay, Purchasing Manager

DATE: September 10, 2024

SUBJECT: Food Service

Description: Food Service – Cafeteria

Vendor Name: Compass Group USA, Inc., DBA Canteen

Amount: \$40,000.00

Procurement Method: Bid Exception – Food Services

Funding: Operating Funds

Attachments: Canteen Price List



FOOD SERVICES AGREEMENT

This agreement (the “**Agreement**”) is entered on 9/1/2024 (“**Effective Date**”) between Sussex County Community College (“**Client**”) and Compass Group USA, Inc. by and through its Canteen Division (“**Canteen**,” and collectively with Client, the “**Parties**”), who agree as follows:

I. Services/Responsibilities of the Parties

- A.** Client grants Canteen the exclusive right to provide food and beverage services (**Services**) for the employees, guests, and invitees of Client at the premises (**Premises**) set forth in the attached Statement(s) of Work (**SOW**), which further describes the financial arrangements and the parties’ responsibilities and obligations.

II. Term and Termination

- A.** The service initiation date is to be determined and Services will continue for three (3) years from that date (**Initial Term**). Once a commencement date is determined, the Parties shall memorialize this date in writing. The agreement will continue for consecutive three-year terms thereafter (each, a **Renewal Term**), unless terminated.
- B.** Either party may terminate this agreement (or any SOW): (i) without cause upon 60 days’ prior written notice; (ii) with cause for a Payment Default (as defined in the SOW); or (iii) with cause if a party breaches this agreement and fails to cure such breach within 30 days following written notice.
- C. Early Termination Fee.** If Client terminates this agreement (or applicable SOW) prior to the end of the Term other than for Canteen’s default, or if the Premises is permanently closed before the end of the Term resulting in the cessation of Services, then Client shall pay Canteen an amount equal to the Management Fee owed through the remainder of the Term.

III. Indemnification and Insurance.

- A.** Each Party shall indemnify, defend and hold harmless the other Party from any and all losses, damages or expenses, including reasonable attorneys’ fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, any breach or default hereunder, or other injury or damage if caused by any negligent act or omission of the indemnifying party, its employees, or agents.
- B.** The indemnifying party must receive notice of any claim no later than 10 days after receipt of notice of the claim or lawsuit. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES CONSTITUTING LOST PROFITS, SUFFERED BY EITHER PARTY UNDER THIS AGREEMENT.
- C.** Canteen shall provide: i) commercial general liability insurance (including contractual and products-completed operations liability) of \$1,000,000 each occurrence and \$5,000,000 general aggregate; ii) business automobile coverage of \$1,000,000 each accident; and iii) workers’ compensation (including employers’ liability coverage) of \$1,000,000 each accident/each employee/policy limit in an amount not less than required by applicable statute.
- D.** Client shall provide commercial general liability insurance of at least \$1,000,000 per occurrence, with excess coverage of at least \$5,000,000 to cover claims in the aggregate, as well as property insurance against risks covered by standard forms of fire, theft and extended coverage in such amounts as appropriate.
- E.** Prior to commencement of Services, each party must provide certificates of insurance for all required coverage, listing the applicable party as an additional insured with respect to commercial general liability and auto liability coverage.

IV. Canteen Vendors

- A. Canteen shall purchase inventory, equipment, and services from sellers selected by Canteen (each a **Vendor**) under such terms Canteen deems in its sole discretion as acceptable (**Vendor Terms**). All Vendor Terms are the exclusive obligation and property of Canteen. Client does not have any liability under the Vendor Terms, and the Vendor Terms will not affect Client's obligations. Canteen will retain all purchasing discounts, credits, rebates and any other forms of vendor discounts, and such discounts will not be credited to the Client.

V. Financial

- A. **Payment Terms.** Client shall pay to Canteen any amounts owed under this agreement within 15 days of the invoice date, via Client check or electronic fund transfer. To dispute an invoice, Client must notify Canteen specifying any billing errors within 10 days of invoice receipt. If Client fails to pay when due the full amount of any Client obligation under this agreement (**Payment Default**) Client shall pay to Canteen a default charge equal to 1.5% of the unpaid balance (**Default Charge**), which begins accruing on the first day following the due date. Canteen's receipt and acceptance of any Default Charges does not constitute a waiver or cure of the Payment Default. Notwithstanding the above, all catering invoices will be paid by Credit Card on the day of the event.
- B. **Change of Circumstances.** In the event of either (1) changing conditions at the Premises (including but not limited to population changes, changes in employee work arrangements, office closures, disruption in operation, changes in catering revenue, or changes in participation rates) or (2) a change in revenue of more than 10% over a three-month period for reasons outside of Canteen's reasonable control, the parties shall renegotiate the financial terms of this agreement. If the parties are unable to agree upon alternate financial terms within 30 days, Canteen may terminate this agreement and/or a SOW for cause effective upon 30 days' written notice.
- C. **Taxes/Assessments.** Each party shall pay when due all federal, state, local, and other governmental taxes or assessments in connection with its respective obligations under this agreement.
- D. **Audit.** Canteen shall keep all records relevant to this agreement on file for a period of three years from the date the record is made. Canteen will allow Client (upon at least five days prior written notice and at Client's sole expense at the location(s) where the records are normally maintained) to inspect the business records that are solely and directly relevant to the Services. The parties shall keep such information confidential in accordance with the terms of Section 7.

VI. Employees

- A. Canteen shall provide the necessary staff to perform its Services. Client shall not, during the term of this agreement nor for one year thereafter, solicit to hire, hire, or contract with any employee, manager, director, or officer of Canteen or its affiliates. In the event that Client breaches the terms of this provision, Client shall pay Canteen two times the annual salary of such employee.
- B. **The parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that the parties take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

VII. Confidentiality

- A. The parties might be exposed to each other's trade secrets or other confidential or proprietary information and materials, such as financial information, menus, recipes, signage, food service surveys, studies, management guidelines, procedures, operating manuals, and software (**Confidential Information**). The parties shall keep confidential and shall not disclose any Confidential Information during the Term and for two years thereafter except: (a) to its employees and affiliates as necessary to perform each party's obligations under this agreement (under the prerequisite of confidentiality); (b) as

expressly authorized by the disclosing party; (c) to the extent the Confidential Information was public at the time of disclosure or became public after disclosure (not as a result of a party's breach of this provision); (d) if the Confidential Information already was in the receiving party's possession at the time of disclosure and was not acquired directly or indirectly from the disclosing party; (e) if the receiving party subsequently received the Confidential Information on a non-confidential basis from a third party with a right to provide the information; or (f) as required by order of a judicial, regulatory, or other governmental authority, provided that the receiving party promptly provides notice of its intent to make the disclosure and takes all reasonable measures to assure that the Confidential Information is disclosed subject to a protective order or given confidential treatment. Upon termination of the agreement, each party will return or destroy any Confidential Information. This provision survives the termination or expiration of this agreement.

VIII. Technology

- A. Canteen might need to operate certain information technology systems not owned by the Client (**Non-Client Systems**), which might need to interface with or connect to Client's networks, internet access, or information technology systems (**Client Systems**). Canteen is responsible for all Non-Client Systems, and Client is responsible for Client Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Canteen serves as the merchant-of-record for any credit or debit card transactions in connection with any of the Services, then Canteen will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data (**Data Protection Rules**). If Non-Client Systems interface with or connect to Client Systems, then Client promptly shall implement, at its own expense, the changes to the Client Systems that Canteen reasonably requests and believes are necessary or prudent to ensure Canteen's compliance with the Data Protection Rules. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this section.
- B. Camera Technology. Canteen may, in its reasonable discretion, install camera technology to enhance security and comply with state and local laws, regulations, and ordinances (e.g., permitting, food safety, etc.). Canteen will purchase and install such cameras at its sole cost and expense and remove them upon termination or expiration of this Agreement. Client will allow Canteen reasonable access to the Premises for installation and removal.

IX. Proprietary Marks

- A. The names, logos, service marks, trademarks, trade dress, trade names, and patents, whether or not registered, of Canteen are proprietary. Client may not use such intellectual property except as expressly permitted in writing.

X. Notices

- A. The Parties shall make all notices required under this Agreement by registered or certified mail (return receipt requested) or overnight air courier to the addresses below. All such notice will be deemed to have been given upon receipt.

To:	Canteen	Client
Entity Name:	Compass Group USA, Inc. by and through its Canteen Division	Sussex County Community College
Attn:	Joe Benti, Division President	Cory Homer, Vice President
Address:	150 Gordon Drive, Exton, PA 19341	1 College Hill Road, Newton, NJ 07860
w/ copy to:	Managing Legal Counsel - Canteen	
Address:	2400 Yorkmont Rd.	

	Charlotte, NC 28217	
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XI. Miscellaneous

- A. Each party shall comply with all federal, state and local ordinances, laws and regulations applicable to its respective obligations hereunder;
- B. Canteen shall use commercially reasonable efforts to obtain all applicable licenses and permits that are required for its operation;
- C. Canteen is performing such Services as an independent contractor;
- D. Nothing contained in this agreement establishes an employment relationship, partnership or joint venture between the parties or the parties’ employees;
- E. Neither party may assign or subcontract this agreement to an unaffiliated business entity without the prior written consent of the other party;
- F. This agreement merges and supersedes all prior and contemporaneous agreements, understandings and representations. Any modifications will be deemed effective only if such modification is in writing and signed by both parties;
- G. If a party’s performance of any obligations hereunder is delayed, prevented or hindered because of compliance with any governmental agency or authority, or because of riots, war, public disturbances, strikes, lockouts, fire, flood, Act(s) of God, epidemic, pandemic, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of Operating Charges) during the period such cause continues, and, if mutually agreed, extend the term of this agreement for the period of such suspension;
- H. Neither party may deduct, setoff, or apply any payment owed against any sums due from the other party; provided, however, that in the event of a breach or default of a payment obligation by Client, Canteen may: (i) deduct, setoff, recoup, or otherwise apply any investment, deposit, advance, or prepayment made by Client under this agreement against, and in satisfaction of, such breached or defaulted payment obligation; and (ii) require that such investment, deposit, advance, or prepayment be replenished by Client as a condition of Canteen’s further performance under this agreement;
- I. This agreement may be executed in any number of counterparts;
- J. The laws of North Carolina govern this agreement; and
- K. In the event of a conflict between this agreement and any SOW, this agreement will control, except for (a) matters that under the terms of this agreement are to be established in the SOW and (b) provisions in the SOW which, by their express terms, are intended to supersede the corresponding provision in this agreement.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized officer:

ACCEPTED AND AGREED TO:

**Compass Group USA, Inc. by and through its
Canteen Division**

Sussex County Community College

By: _____
 Print Name: Joe Benti
 Title: Division President

By: _____
 Print Name: Jason Fruge
 Title: Dean of Technical Occupations

**EXHIBIT A
STATEMENT OF WORK**

1. **Client Premises.** Canteen will provide the Services at the following Client Premises:
 - A. 1 College Hill Road, Newton, NJ 07860
 - B. Hours of Operation: As agreed upon by the parties
2. **Canteen Services & Responsibilities.**
 - A. **Purchasing.** Canteen shall purchase on Client's behalf, as an Operating Charge, all inventories of food, beverages, paper supplies, detergent/cleaning items, and other supplies necessary for the provision of the Services. Provided however, Canteen shall invoice Client for the cost of such inventory, and upon receipt of payment, title to such inventory shall vest in Client.
 - B. **Food Services.** Canteen shall provide: **Café/Dining Services.** Meal service in the café (and in temporary locations upon request) during agreed upon operating hours;
 - C. **Smallwares and Expendable Equipment.** If necessary, Canteen will provide (as an Operating Charge) an initial supply of china, flatware, glassware, cooking utensils, measuring/mixing tools, knife sharpening tools, bowls, pots, pans, linens, employee uniforms, and other related items needed for its services. Replenishment of par stock levels shall be at Client expense.
 - D. **Maintenance and Sanitation.** Canteen shall clean all areas of the kitchen and serving area except for walls above a height of six feet, ceilings, windows, grease traps, and hoods and vents above the filter line. Canteen shall regularly clean all equipment, including that owned by Client, and shall transport kitchen refuse to designated collection areas for removal from the Premises.
3. **Client Responsibilities**
 - A. **Operation Facilities and Equipment.** Client shall provide and maintain, for Canteen's exclusive use, kitchen and serving areas and suitably furnished office space (**Operation Facilities**), adequate cooking and refrigeration equipment, point of sale equipment, cash drawers and computer processing systems, dining furniture, kiosks and servery/display units, and fire extinguishing equipment (**Equipment**) in good safe operating condition.
 - B. **Maintenance and Sanitation.** Client shall clean and maintain the dining area, all windows, ceilings, fans and lighting fixtures, ventilation fittings and interiors, grease traps, restrooms, walls above six feet, floors. Client shall provide routine maintenance of the Operation Facilities, Equipment and all HVAC, refrigeration, plumbing, and electrical systems to ensure continued safe condition and compliance with applicable laws concerning building conditions, sanitation, safety and health (including, without limitation, OSHA regulations). Any modifications or alterations (whether structural or non-structural) necessary to comply with any statute or governmental regulation will be Client's responsibility/expense. Canteen will report in writing to Client any conditions Canteen reasonably considers unsafe upon knowledge of such condition, and Client shall remedy such within ten days of such notice. Should Client use the Premises Dining Room for its own purposes (or allow use by a third party) after the end of regular hours of operation by Canteen, Client shall be responsible for cleaning said areas and Canteen is not liable for any loss, damage or injury that may occur during or as a result of such use. Should Client use the Operation Facilities or Equipment for its own purposes (or allow use by a third party), Client shall provide reasonable prior notice to Canteen, not interfere in any manner with Canteen's provision of Services, clean and restore such facilities and equipment to the prior existing condition, and pay for a Canteen Employee to be present during such non-Canteen use. Client shall indemnify or cause such third parties to indemnify, defend and hold Canteen harmless from any and all liabilities in connection therewith.
 - C. **Utilities.** Client shall provide all utilities necessary for the Services, including but not limited to adequate heat, water, gas, electric, phone, internet, lighting, pest extermination, garbage removal, and facilities sewage disposal (collectively, **Utilities**), at no cost to Canteen. If there is an interruption in power caused

by the negligent act or omission of the Client, then Client shall assume all losses and costs incurred as a result.

4. **Financial Arrangements.** Client shall bear all Operating Charges resulting from the provision of Services. In the event that sales receipts collected by Canteen are less than Operating Charges, Client shall pay to Canteen such difference (**Subsidy**). In the event that receipts are greater than Operating Charges, Canteen shall pay to Client such overage.

A. Operating Charges including but not limited to:

- i. **Management Fee.** An annualized fee of \$25,000.00 gross Café/Dining and Catering Services sales.
- ii. Purchase or rental, storage, and maintenance of inventory (including any inventory costs associated with opening, closing and usage), equipment, and systems.
- iii. Training, relief staff, hourly wages, and salaries.
- iv. A flat charge of 40.00% of gross payroll to cover payroll taxes and employee benefit costs (medical plans, life insurance, FICA, FUI, SUI, Workers' Compensation insurance, state disability insurance, 401(k), payroll, pension and benefit plan participation and processing and associated legal costs). Canteen shall notify Client of any changes in the above, which may be adjusted periodically.
- v. Sales or property taxes, licenses, permits, rent, special security costs, liability insurance, cash or property losses unrelated to Canteen employees.
- vi. An annualized fee of 3.2% of gross Dining and Catering Services sales for operational administration, supervision and support relating to district accounting, corporate training programs, culinary and other departments supporting the services.
- vii. Deployment or investment of capital, as applicable.
- viii. Any additional expenses related to the provision of Services.
- ix. Canteen will adjust the Operating Charges to reflect a) changes in any federal, state or local law, regulatory or legislative mandates; b) changes in any federal, state, or local taxes including social security taxes, unemployment taxes, or payroll taxes; c) an increase in the minimum wage rate or the enactment of any "living wage" or similar laws by any governmental entity; or d) an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate. Such increases will be based upon the projected change in costs to Canteen from the date such change occurs. If an appropriate governmental authority determines that the Subsidy payment, either in part or in full, is subject to any sales tax or any similar tax, the full amount of such tax and any interest and/or penalties will be an Operating Charge, regardless of the year in which such determination is made.
- x. Should additional labor be required to support catering, the cost shall be place on the catering invoice.

- B. Prices.** Initial prices for café and catering Services are mutually determined by Client and Canteen. Thereafter, prices may be adjusted annually by Canteen at a rate not less than the greater of the then-current, rate published for the national or regional Consumer Price Index – Food Away From Home (**CPI**) or the relevant Employment Cost Index (**ECI**).

Consolidated P&L

	0 3 Year LOC	Year 1	Year 2	Year 3
Cafe Sales	\$ 723,430.80	\$ 231,750.00	\$ 241,020.00	\$ 250,660.80
Catering Sales	\$ 312,160.00	\$ 100,000.00	\$ 104,000.00	\$ 108,160.00
Total Sales	\$ 1,035,590.80	\$ 331,750.00	\$ 345,020.00	\$ 358,820.80
NET SALES	\$ 1,035,590.80	\$ 331,750.00	\$ 345,020.00	\$ 358,820.80
Food Cost	\$ 554,462.49	\$ 177,621.25	\$ 184,726.10	\$ 192,115.14
Paper Supplies	\$ 50,942.17	\$ 16,319.25	\$ 16,972.02	\$ 17,650.90
Gross Product Cost	\$ 605,404.66	\$ 193,940.50	\$ 201,698.12	\$ 209,766.04
NET PRODUCT COST	\$ 605,404.66	\$ 193,940.50	\$ 201,698.12	\$ 209,766.04
Supervisor Wages	\$ 210,708.00	\$ 67,500.00	\$ 70,200.00	\$ 73,008.00
Supervisor Fringe	\$ 84,283.20	\$ 27,000.00	\$ 28,080.00	\$ 29,203.20
Total Supervisor Labor	\$ 294,991.20	\$ 94,500.00	\$ 98,280.00	\$ 102,211.20
TOTAL PERSONNEL COSTS	\$ 294,991.20	\$ 94,500.00	\$ 98,280.00	\$ 102,211.20
Depreciation & Amortization - ATL	\$ 18,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
Pre-Opening - ATL	\$ 3,817.31	\$ 1,272.44	\$ 1,272.44	\$ 1,272.44
Total Depreciation & Amortization	\$ 21,817.31	\$ 7,272.44	\$ 7,272.44	\$ 7,272.44
Insurance on Assets	\$ 139.63	\$ 93.09	\$ 46.54	\$ -
Total Investment Charge	\$ 139.63	\$ 93.09	\$ 46.54	\$ -
Postage/Freight	\$ 1,872.96	\$ 600.00	\$ 624.00	\$ 648.96
Telephone	\$ 6,368.06	\$ 2,040.00	\$ 2,121.60	\$ 2,206.46
Total Communication Costs	\$ 8,241.02	\$ 2,640.00	\$ 2,745.60	\$ 2,855.42
Outside Services	\$ 12,174.24	\$ 3,900.00	\$ 4,056.00	\$ 4,218.24
Total Outside Services	\$ 12,174.24	\$ 3,900.00	\$ 4,056.00	\$ 4,218.24
Computer Expense	\$ 12,486.40	\$ 4,000.00	\$ 4,160.00	\$ 4,326.40
Maint SoftwareMid	\$ 4,089.30	\$ 1,310.00	\$ 1,362.40	\$ 1,416.90
Cleaning Supplies	\$ 4,682.40	\$ 1,500.00	\$ 1,560.00	\$ 1,622.40
Office Supplies	\$ 4,682.40	\$ 1,500.00	\$ 1,560.00	\$ 1,622.40
Printing	\$ 374.59	\$ 120.00	\$ 124.80	\$ 129.79
Total Parts & Supplies	\$ 26,315.09	\$ 8,430.00	\$ 8,767.20	\$ 9,117.89
Insurance Other	\$ 17,377.89	\$ 5,572.19	\$ 5,789.72	\$ 6,015.98
Other Tax/License	\$ 3,745.92	\$ 1,200.00	\$ 1,248.00	\$ 1,297.92
Total Taxes & Insurance	\$ 21,123.81	\$ 6,772.19	\$ 7,037.72	\$ 7,313.90
Laundry & Cleaning	\$ 1,560.80	\$ 500.00	\$ 520.00	\$ 540.80
Uniforms	\$ 2,341.20	\$ 750.00	\$ 780.00	\$ 811.20
Total Laundry & Cleaning	\$ 3,902.00	\$ 1,250.00	\$ 1,300.00	\$ 1,352.00
Recruiting	\$ 7,179.68	\$ 2,300.00	\$ 2,392.00	\$ 2,487.68
Bank Charges	\$ 2,434.85	\$ 780.00	\$ 811.20	\$ 843.65
Training	\$ 2,809.44	\$ 900.00	\$ 936.00	\$ 973.44
Credit Card Fees	\$ 32,103.31	\$ 10,284.25	\$ 10,695.62	\$ 11,123.44
Miscellaneous	\$ 9,133.80	\$ 2,926.00	\$ 3,043.04	\$ 3,164.76
Total Other Direct Costs	\$ 53,661.08	\$ 17,190.25	\$ 17,877.86	\$ 18,592.97
TOTAL SEMI-VARIABLE EXPENS	\$ 147,374.18	\$ 47,547.96	\$ 49,103.36	\$ 50,722.86
Management Fee	\$ 78,040.00	\$ 25,000.00	\$ 26,000.00	\$ 27,040.00
Admin Fee	\$ 33,528.64	\$ 10,751.63	\$ 11,170.61	\$ 11,606.40
PROFIT/CONTRACT	\$ (123,747.89)	\$ (39,990.10)	\$ (41,232.09)	\$ (42,525.71)
	Total	Year 1	Year 2	Year 3



PROCUREMENT MEMO

TO: Sussex County Community College Board of Trustees,
Dr. Jon Connolly

CC: Wendy Fullem, Karen Unrath,

FROM: Matthew Stoppay, Purchasing Manager

DATE: September 10, 2024

SUBJECT: Counseling Services

Description: Counseling services

Vendor Name: Lakeside Counseling Associates, LLC

Amount: \$30,000.00

Procurement Method: Bid Exception – Mental Health Services

Funding: Mental Health Grant

Attachments: Lakeside Proposal

LAKESIDE

COUNSELING ASSOCIATES, LLC

www.lakesidecounselingassociates.com

Phone: 973.726.4533 Fax: 973.726.0617
9 Fishers Lane, Unit E, Sparta, NJ 07871
191 Woodport Rd., Suite 206, Sparta NJ 07871
351 Sparta Ave., Sparta, NJ 07871
30 Moran St., 2nd Floor, Newton, NJ 07860

August 15, 2024

Attn: Alyssa Hoekstra and Cory Homer

Sussex County Community College

To Whom It May Concern:

This contract is between Lakeside Counseling Associates, LLC and Sussex County Community College. This document outlines the following information regarding services provided by Lakeside Counseling Associates, LLC. Services will be rendered by licensed clinician(s) in the State of New Jersey. The clinician(s) provided to conduct counseling sessions will have had prior experience providing mental health services to adults.

The clinician(s) will provide on-site counseling services at Sussex County Community College for three (3) days per week for (6) six hours per day for a flat rate of \$715.00. The hours per day can be determined later. Clinician(s) would be available to start in September of 2024, to provide on-site counseling services to students during the Fall & Spring semester for fourteen (14) weeks each semester. The clinician(s) will record and maintain confidential records, reporting, and data for each student. Services provided by Lakeside will be billed on a monthly invoice for services rendered by the licensed clinician(s).

Expectations of Both Parties:

The COLLEGE will:

- Foster a collaborative working relationship with assigned clinician(s) from Lakeside.
- The COLLEGE is responsible for making appropriate referrals for on-site counseling services.
- The COLLEGE will provide a location for the clinician(s) to provide confidential counseling services to students.

Expectations of Lakeside:

- Lakeside will foster a collaborative working relationship with Sussex County Community College.
- The assigned clinician(s) will provide counseling services while utilizing evidenced based practices.
- The assigned clinician(s) will be responsible for gathering all information and proper consents for treatment.
- Lakeside will be responsible for all documentation and reporting.

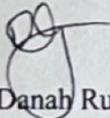
Additional Services Provided By Lakeside:

- Professional Development programs for staff. These Professional Development programs can be tailored to meet the needs of the staff or school environment for services needed. Professional Development programs are related to mental health services and the needs of students within the community. (Pricing varies)
- Small group sessions for students or staff. (Pricing varies)

Either party may terminate this agreement in writing within 30 days' notice.

Please contact Danah Rumble at 862-432-5306 or drumble@lcatherapy.com should you have any questions or concerns. We look forward to collaborating with you!

Very truly yours,

 LPC, ACS

Danah Rumble, LPC, ACS
Clinical Director

Melissa Pirnos, LPC, ACS
Administrative Director



PROCUREMENT MEMO

TO: Sussex County Community College Board of Trustees,
Dr. Jon Connolly

CC: Wendy Fullem, Karen Unrath,

FROM: Matthew Stoppay, Purchasing Manager

DATE: September 4, 2024

SUBJECT: Architectural Services

Description: Provide Architectural Services for Building E Dorm Project

Vendor Name: HQW

Amount: 50% Schematic Design: \$35,000.00
Design Development: \$85,000.00
Construction Cost Estimate: \$8,500.00
Total: \$128,500.00

Reimbursable Expenses – Estimated \$1,000.00

Procurement Method: Bid exception - Professional Services

Funding: Chapter 12

Attachments: HQW Proposal



ARCHITECTURAL SERVICES PROPOSAL

June 25, 2024

Sussex County Community College
One College Hill Rd.
Newton, NJ 07860
Attn: Mike Salem, Facilities Manager
msalem@sussex.edu

Project: Building E Dorm Design Development Drawings & Construction Cost Estimate

Dear Mr. Salem,

HQW Architects (HQW), is pleased to present our proposal for Architectural Service for the Building E Dorm Project on the main Sussex County Community College (SCCC) Campus in Newton, New Jersey.

We are excited to continue our collaboration with SCCC. This is an important project that deserves the best effort and attention from a talented architectural design team. The purpose of this proposal is to demonstrate our understanding of the project at this time, outline the scope of services we will provide, and enumerate the fees required to accomplish those services.

I hope this proposal meets your approval.

Project Understanding

HQW Architects has advanced the Building E Dormitory conversion project to 50% completion of Schematic Drawings. The project involves repurposing approximately 30,000 square feet spread across 3 stories of the existing building. The dormitory will offer a variety of accommodations including 1-Bed Studios, 2-Bed Studios, and 3-Bed Studios. Additionally, it will feature Residence Assistant rooms, a Resident Director Suite, and various amenities such as bathrooms, lounges, kitchenettes, laundry facilities, storage areas, and outdoor amenities.

The next phases of the project, before finalizing full Construction Documents and Specifications, include completing the Schematic Phase, the Design Development Phase, and conducting a comprehensive Construction Cost Estimate. These stages will ensure that the project is thoroughly planned and budgeted before moving to full-scale construction.

Scopes of Work:

1. Architectural Scope:

- **Final 50% Schematic Phase:** Final design concepts are outlined, focusing on space utilization, general layout, and preliminary architectural elements.
- **Design Development Phase:** During this phase, architectural drawings will be further refined. This includes the selection of materials, finishes, and detailed layouts of all spaces. Diagrams and plans will be developed to illustrate the spatial relationships, design features, and aesthetic considerations. While these documents will not be at the level of final construction documents, they will provide enough detail to accurately estimate construction costs.

2. Mechanical Scope:

- **Final 50% Schematic Phase:** Final considerations for mechanical systems are made, identifying major equipment and basic system layouts.
- **Design Development Phase:** Mechanical systems, including HVAC (Heating, Ventilation, and Air Conditioning), will be specified in greater detail. Diagrams will illustrate the layout of ductwork, equipment placement, and control systems. Equipment selections will be made to ensure compatibility with the architectural design and to facilitate an accurate cost estimate.

3. Electrical Scope:

- **Final 50% Schematic Phase:** Basic electrical requirements and system layouts are defined, focusing on overall system integration with the building design.
- **Design Development Phase:** The electrical design will be expanded to include detailed diagrams of lighting systems, power distribution, and electrical outlets. Specific fixtures and components will be selected. This phase ensures that electrical loads are balanced and that the design meets code requirements, enabling a precise construction cost estimate.

4. Plumbing Scope:

- **Schematic Phase:** Preliminary plumbing layouts are created, identifying key components and overall system requirements.
- **Design Development Phase:** Plumbing systems will be detailed with diagrams showing water supply lines, drainage systems, and fixture locations. Specific fixtures and piping materials will be chosen to align with the overall design and functionality of the dormitory. This detailed planning allows for an accurate assessment of construction costs.

Through these phases, the project will develop detailed plans and diagrams that, while not yet at the final construction document level, will provide a clear and comprehensive picture of the design. This will ensure that a detailed and accurate construction cost estimate can be created, setting the stage for successful project execution.

Deliverables

HQW Architects will deliver all documents electronically in PDF format.

Excluded Items

The following services are not included as part of this proposal but can be provided as an additional service:

- Any scope not outlined in this document
- Construction Cost Estimates
- Geotechnical Report
- Environmental Analysis/Studies/Engineering
- Site/Civil Engineering
- Structural Engineering
- REScheck / COMcheck
- CSI Book Specifications
- LEED Consultants / LEED Certification
- Acoustical Engineering Consultants
- Signage / Branding Consultants
- Interior Design
- Furniture Selections
- Physical Models
- Digital Models / Renderings
- Presentation Materials
- Planning Board Presentations
- Fees for permitting review and construction permits
- As-built Drawings

Basic Architectural Services Fees

50% Schematic Design	Lump Sum Fee of	\$35,000.00
Design Development	Lump Sum Fee of	\$85,000.00
Construction Cost Estimate	Lump Sum Fee of	\$ 8500.00
Construction Documents	Not Included at the Time	

Additional Architectural Services

Bidding & Award	Not Included at the Time
Construction Administration	Not Included at the Time
Project Closeout	Not Included at the Time
Reimbursable Expenses	Estimated \$1000.00

In conclusion

We are prepared to begin work immediately, thank you for the opportunity to present our proposal for this project. If you have any questions, please feel free to contact us at your earliest convenience.

We look forward to working with you on this project and should you find our proposal acceptable please sign this proposal and return it to our office.

Sincerely,



Christopher M. Wolverton AIA, LEED AP
Principal
HQW Architects LLC
14 North Village Boulevard, Suite C
Sparta, NJ 07871
P: 973.383.5550
C:862.266.4111
chrisw@hqwllc.com

I have reviewed the above proposal and hereby authorize HQW Architects, LLC to proceed with the outlined services.

Signature Title Date

Billing Schedule

Billing will occur at the end of each month based on the percentage completion of each project phase. We will advise of the phase of work we are performing; when the work of that phase is completed, we will request your approval before proceeding to the next phase. Terms are net 30 days and 1.50% interest per month on 30-day overdue accounts. Plus, the cost of collection.

A Change in Services can be provided at the Client's request. Please contact HQW Architects should you require anything outside the scope of this contract and we will gladly provide a proposal for those services. Any Change in Services must be authorized in writing before any billable services can take place.

Hourly Rates and Reimbursables (updated January 1, 2024)

Billing rates are subject to review and adjustment every 12 months on January 1 of each year

Hourly Rates:

Administrative	\$65 per hour
Architectural Associate	\$90 per hour
Design Professional	\$125 per hour
Project Manager	\$150 per hour
Project Architect.....	\$175 per hour
Principal Architect	\$250 per hour

Reimbursable Expenses:

Signed/Sealed Plans.....	\$50 per set plus printing
24" x 36" Plotting/Scanning Cost	\$6 per sheet
30" x 42" Plotting/Scanning Cost	\$9 per sheet
Glossy Plot.....	\$15 per sheet
Foam Core Mounting.....	\$65 per sheet
8.5" X 11" Color Printing Cost	\$.10 per sheet
8.5" X 11" B/W Printing Cost.....	\$.05 per sheet
Other Reimbursable Costs.....	Cost plus 30% for Administrative Expense

Basic Architectural Fees includes all printing, plotting, or copying of drawings and details prepared by this office for in-house coordination, but do not include printing for issuance to bidders, estimators, building departments, etc.

Provisions

1. All work to be performed in conformance with AIA Document B-101, "Standard Form of Agreement Between Owner and Architect with standard form of Architects Services"
2. Changes to the documents or additional work requested by the Client after preliminary construction document approval will be provided at our hourly rates, (see Fee Schedule attached). Additional services of the Architect's consultants shall be the amount invoiced to the Architect plus 1.3 times.
3. Changes to the documents or additional work requested by the Client that results in an add change order during construction will be billed at 10% of the approved change order.
4. If the Scope of Work for this project changes to the point that our fee structure cannot cover the additional work, we will provide written notice and request that our fee be re-negotiated.
5. Should the project fail to continue, or should the project be canceled at any time or reason through no fault of HQW, costs for services rendered to date will be due.
6. If the project does not proceed within 6 months of the date of this proposal, we reserve the right to re-evaluate our fee and adjust on current costs. If this project proceeds but is then placed on hold for more than 3 months, we reserve the right to apply a re-activation fee.



PROCUREMENT MEMO

TO: Sussex County Community College Board of Trustees,
Dr. Jon Connolly

CC: Wendy Fullem, Karen Unrath,

FROM: Matthew Stoppay, Purchasing Manager

DATE: September 4, 2024

SUBJECT: Architectural Services

Description: Provide Architectural Services for 2nd Floor Library Renovations

Vendor Name: HQW

Amount: Design Development:	\$26,100.00
Construction Documents:	\$35,800.00
Total:	\$61,900.00

Procurement Method: Bid exception - Professional Services

Funding: Chapter 12

Attachments: HQW Proposal



ARCHITECTURAL SERVICES PROPOSAL

March 4, 2024 July 31, 2024

Sussex County Community College
One College Hill Road
Newton, NJ 07860
Attn: Dr. Cory Homer, Vice President, Student Success & Institutional Effectiveness
Chomer@sussex.edu

Project: Building L 2nd Floor Library Renovations to create a Learning Commons

Dear ~~Mr. Gaddy~~, **Dr. Homer**

HQW Architects (HQW), is pleased to present our proposal for Architectural Service for the Building L 2nd Floor Library Renovations to create a Learning Commons.

We are excited to continue our collaboration with Sussex County Community College. This is an important project that deserves the best effort and attention from a talented architectural design team. The purpose of this proposal is to demonstrate our understanding of the project at this time, outline the scope of services we will provide, and enumerate the fees required to accomplish those services.

I hope this proposal meets your approval.

Project Understanding

The renovation project aims to transform Building L, situated on the Sussex County Community College main campus, into a versatile Science and Learning Commons Building. The focal point of the renovation is the second-floor Library, which will be reimagined into a dynamic 'Learning Commons'. Currently spanning approximately 10,500 square feet, the Library not only houses book stacks and study spaces but also accommodates various administrative offices and meeting rooms.

The scope of the renovation includes several key elements:

1. Expansion of offices on the left side to incorporate a Testing Lab and Computer Lab, necessitating the relocation of the circulation desk.
2. Enlargement of centrally located offices to create additional office spaces and breakout rooms for small meetings.
3. Establishment of dedicated spaces on the right-hand side for the Skylands Research Institute, a Writing Center, and a Math Center.

- Sanitary & Vent System Design - Plans and diagrams for the building designed to connect to existing.
- Storm Water System Design – Modifications to existing interior storm drain piping, as needed, to accommodate architectural changes. It is anticipated that no significant changes to the existing roof drain locations and bodies are required.
- Domestic Cold and Hot Water System Design - Plans and diagrams for the renovated area designed to connect to existing.
- Plumbing Fixtures and Equipment Specifications - Plumbing fixture selections, misc. equipment schedule and details.

Fire Protection

- Scope limited to the location of sprinkler heads to accommodate the new architectural layout. Sprinkler density is not anticipated to change so hydraulic calculations should not be required. In the event calculations are required by the AHJ, such calculations shall be prepared by the installing contractor and submitted to HQW for review during the submittal phase of construction.

Mechanical

- HVAC Load Calculations
- HVAC Zoning Plan(s) Preparation
- HVAC Options Meeting with SCCC
- HVAC System Design – Existing Second Floor - It is understood that the existing HVAC equipment within the second floor is either at the end of its useful life or not suitable for reuse. Therefore, it is anticipated that a new HVAC design for the existing second floor will be needed. New system(s) to include UV lights, Bi-Polar Ionization, enhanced filtrations, etc. as desired by Owner.
- Hot Water Central Plant System Design - Replace existing boiler system with new. Reuse existing 2-pipe hot water distribution.
- Supplemental AC System Design as required
- Ventilation Energy Recovery System(s) Design
- Economizer System as required
- General Building Exhaust Systems
- ATC using Central DDC system

Electrical

- Electrical Distribution plans and diagrams, including load calculations, panelboard and equipment schedules
- Interior lighting plans, details, and luminaire schedule
- Lighting Controls Design
- Emergency/Exit Lighting Systems Design
- Communications Systems Design - Telephone and data outlet location on plans, diagrams and specifications for jacks, cabling, patch panels.
- Fire Alarm/Detection System Design - Relocation of existing devices in renovated area and new devices in the existing area. Connect to existing fire alarm panel.

- Intrusion Detection System Design - Empty raceways with pull strings. Locations indicated on plans. Equipment specifications, plans, diagrams and determination of locations are to be provided to HQW by SCCC.
- Card Access System Design - Empty raceways with pull strings. Locations indicated on plans. Equipment specifications, plans, diagrams and determination of locations are to be provided to HQW by SCCC.

Project Phasing

Phase 1 – Existing Conditions Survey & Data Gathering - Complete

- a. Scan Existing drawing provide by the owner
- b. Electronically draft existing floor plans and elevations
- c. Field Verify the existing conditions
- d. Architectural Code Review

Phase 2 – Schematic Design - Complete

- a. Based on the above referenced scope of work floor plans will be developed
- a. Attend (1-2) meeting to discuss the Schematic Design documents

Phase 3 – Design Development

- a. Based on the schematic documents developed in the previous phase, HQW will continue to develop and provide more detail on the plans, sections, elevations, finishes, etc.
- b. Structural and Mechanical engineering layouts will be further developed for review and approval
- c. Attend (1) meeting to discuss the development of the documents

Phase 4 – Construction Documents & Specifications

- a. Work will begin on the Construction Documents upon approval of the Design Development documents
- b. HQW Design Team will complete the final Construction Documents
- c. HQW Design Team will complete the final Book Specifications
- d. Attend (1) meeting to review the progress of the construction documents

Phase 5 – Bidding & Award

- a. Manage and Distribute Bid Documents
- b. Review and Respond to contractor RFIs during the Bid Phase
- c. Attend (1) Pre-Bid Meeting
- d. Attend (1) Bid Opening Meeting
- e. Evaluate the contractor bid packages

Phase 6 – Construction Administration

- a. Attend Pre-Construction Meeting
- b. Attend bi-weekly project meetings
- c. Conduct field reports to evaluate contractors work
- d. Review contractor shop drawings and submittals for conformance with design
- e. Review contractor payment application
- f. Review contractor RFIs during the Construction Phase
- g. Review contractor change orders

- h. Conduct (2) punch list surveys of the installed work and provide written report on the findings
- i. Review Close-out Documentation

Schedule

The preliminary schedule to complete this scope of work would generally be as follows:

Existing Conditions Survey & Data Gathering	2-4 weeks
Schematic Design	4 weeks
Design Development	3-4 weeks
Construction Documents	4 weeks
Bidding & Award	4-6 weeks
Construction Administration	4 months

Deliverables

HQW Architects will deliver all documents electronically in PDF format.

Excluded Items

The following services are not included as part of this proposal but can be provided as an additional service:

- Any scope not outlined in this document
- Construction Cost Estimates
- Geotechnical Report
- Environmental Analysis/Studies/Engineering
- Site/Civil Engineering
- Structural Engineering
- Acoustical Engineering Consultants
- Signage / Branding Consultants
- Interior Design
- Furniture Selections
- Digital Models / Renderings
- Presentation Materials
- Planning Board Presentations
- Fees for permitting review and construction permits
- As-built Drawings

Basic Architectural Services Fees

Fee of Construction Documents through Administration will be provided at the completion and approval of the schematic design documents.

Existing Conditions Survey & Data Gathering	Hourly, Not to Exceed \$1,500.00 - Complete
Schematic Design	Hourly, Not to Exceed \$7,500.00 - Complete
Design Development	Lumps Sum Fee of \$26,100.00
Construction Documents	TBD based on final layout - Lump Sum Fee of \$35,800.00

Additional Architectural Services

Bidding & Award	Billed Hourly, Estimated Monthly Fee of \$5,000.00
Construction Administration	Billed Hourly, Estimated Monthly Fee of \$3,500.00-\$7,500.00
Project Closeout	Billed Hourly, Estimated Fee of \$5,000.00
Reimbursable Expenses	Estimated \$500.00

In conclusion

We are prepared to begin work immediately, thank you for the opportunity to present our proposal for this project. If you have any questions, please feel free to contact us at your earliest convenience.

We look forward to working with you on this project and should you find our proposal acceptable please sign this proposal and return it to our office.

Sincerely,



Christopher M. Wolverton AIA, LEED AP
Principal
HQW Architects LLC
14 North Village Boulevard, Suite C
Sparta, NJ 07871
P: 973.383.5550
chrisw@hqwllc.com

I have reviewed the above proposal and hereby authorize HQW Architects, LLC to proceed with the outlined services.

Signature	Title	Date
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Billing Schedule

Billing will occur at the end of each month based on the percentage completion of each project phase. We will advise of the phase of work we are performing; when the work of that phase is completed, we will request your approval before proceeding to the next phase. Terms are net 30 days and 1.50% interest per month on 30-day overdue accounts. Plus, the cost of collection.

A Change in Services can be provided at the Client’s request. Please contact HQW Architects should you require anything outside the scope of this contract and we will gladly provide a proposal for those services. Any Change in Services must be authorized in writing before any billable services can take place.

Hourly Rates and Reimbursables (updated January 1, 2024)

Billing rates are subject to review and adjustment every 12 months on January 1 of each year

Hourly Rates:

Administrative	\$65 per hour
Architectural Associate.....	\$90 per hour
Design Professional	\$125 per hour
Project Manager.....	\$150 per hour
Project Architect	\$175 per hour
Principal Architect	\$250 per hour

Reimbursable Expenses:

Signed/Sealed Plans	\$50 per set plus printing
24" x 36" Plotting/Scanning Cost	\$6 per sheet
30" x 42" Plotting/Scanning Cost.....	\$9 per sheet
Glossy Plot	\$15 per sheet
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8.5" X 11" B/W Printing Cost.....	\$.05 per sheet
Other Reimbursable Costs.....	Cost plus 30% for Administrative Expense

Basic Architectural Fees includes all printing, plotting, or copying of drawings and details prepared by this office for in-house coordination, but do not include printing for issuance to bidders, estimators, building departments, etc.

Provisions

1. All work to be performed in conformance with AIA Document B-101, "Standard Form of Agreement Between Owner and Architect with standard form of Architects Services"
2. If the Scope of Work for this project changes to the point that our fee structure cannot cover the additional work, we will provide written notice and request that our fee be re-negotiated.
3. Should the project fail to continue, or should the project be canceled at any time or reason through no fault of HQW, costs for services rendered to date will be due.
4. If the project does not proceed within 6 months of the date of this proposal, we reserve the right to re-evaluate our fee and adjust on current costs. If this project proceeds but is then placed on hold for more than 3 months, we reserve the right to apply a re-activation fee.



PROCUREMENT MEMO

TO: Sussex County Community College Board of Trustees,
Dr. Jon Connolly

CC: Wendy Fullem, Karen Unrath,

FROM: Matthew Stoppay, Purchasing Manager

DATE: September 10, 2024

SUBJECT: Installation of Trane RTU Unit

Description: Installation of Trane RTU Unit for PSTA

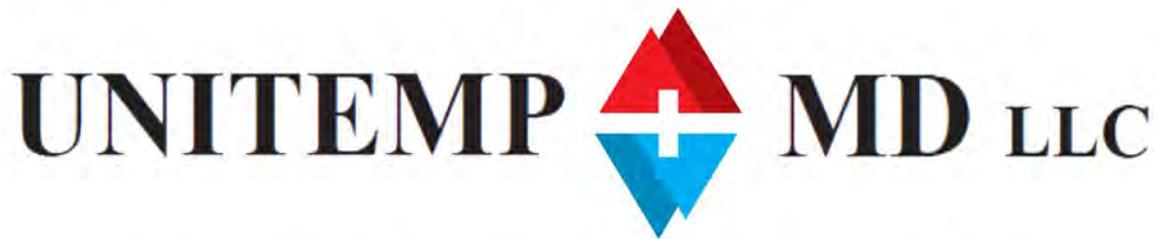
Vendor Name: Unitemp Mechanical

Amount: \$54,588.00

Procurement Method: NJ Cooperative Purchasing Alliance #: CK04 NJ

Funding: Chapter 12

Attachments: Unitemp Quote



HVAC • BUILDING AUTOMATION SYSTEMS
ENGINEERING • INSTALLATION • SERVICE

Sussex County Community College

Furnish and Install a new Trane RTU for the Firing Range

Proposed Project Agreement

Date:

8/6/2024

Proposal Number:

UTP24-627

Prepared for:

Sussex County Community College
1 College Hill Road
Newton, New Jersey 07860

Prepared by:

George Eckles
908-753-4800 Ext1844
geckles@hvac123.com



PROJECT PROPOSAL

Company

Unitemp/ MDI
26 World's Fair Dr.
Somerset, NJ 8873
Ph: 908-753-4800 Ext1844

Proposal Date: 8/6/2024

Proposal Number: UTP24-627

We are participating in the following cooperative:

NJ Cooperative Purchasing Alliance #: CK04 NJ

Vendor #: 24052

Bill To Identity

Sussex County Community College
1 College Hill Road
Newton, New Jersey 07860
Rick McDermott

Agreement Location

Sussex County Community College
1 College Hill Road
Newton, New Jersey 07860
Rick McDermott

WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:

Dear Rick:

Thank you for the opportunity to offer our proposal for this project. We look forward to working with you on the following scope of work:

- Lock Out/Tag Out.
- Recover refrigerant from old unit.
- Disconnect gas, electric and duct work from old unit.
- Remove old unit from roof.
- Set new Trane RTU on existing curb.
- Reconnect gas, electric and adapt ductwork.
- Start up and commission.

Our price for this work is \$54,588.00, plus applicable state sales tax.

Labor: \$7,560.00

Crane \$ 1,500.00

Material: \$45,528.00

Lead time is 2 weeks once the order is placed, the order will be placed upon the approval of this proposal.

Permit filing costs are included. Permit costs are the responsibility of the client.

Any additional refrigerant required will be billed separately.

All work to be performed during normal business hours of 8:00AM to 4:30PM, Monday through Friday. No overtime is included.

This work does not include any other work that is not specifically listed.



PROCUREMENT MEMO

TO: Sussex County Community College Board of Trustees,
Dr. Jon Connolly

CC: Wendy Fullem, Karen Unrath,

FROM: Matthew Stoppay, Purchasing Manager

DATE: September 10, 2024

SUBJECT: New Package Heat Pump

Description: ATC – Install New Package Heat Pump HVAC System

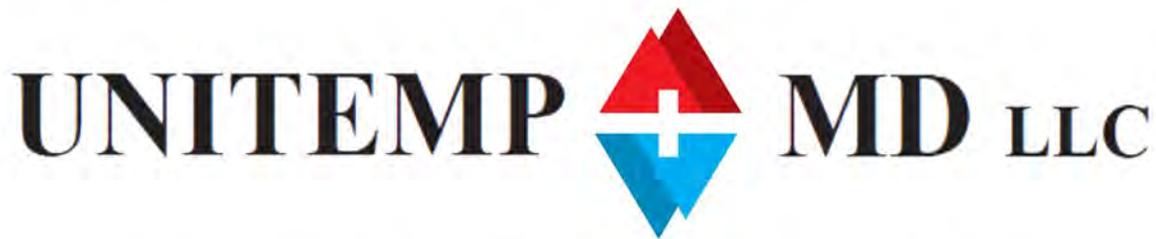
Vendor Name: Unitemp Mechanical

Amount: \$30,810.00

Procurement Method: NJ Cooperative Purchasing Alliance #: CK04 NJ

Funding: Chapter 12

Attachments: Unitemp Quote



HVAC • BUILDING AUTOMATION SYSTEMS
ENGINEERING • INSTALLATION • SERVICE

Sussex County Community College

Install a New Package Heat Pump HVAC System

Proposed Project Agreement

Date:

8/19/2024

Proposal Number:

UTD24-027A

Prepared for:

Sussex County Community College
One College Hill Road
Newton, New Jersey 07860

Prepared by:

John Chen
9087534800
jchen@hvac123.com



PROJECT PROPOSAL

Company

Unitemp/ MDI
26 World's Fair Dr.
Somerset, NJ 8873
Ph: 9087534800

Proposal Date: 8/19/2024

Proposal Number: UTD24-027A

We are participating in the following cooperative:
NJ Cooperative Purchasing Alliance #: CK04 NJ
Vendor #: 24052

Bill To Identity

Sussex County Community College
One College Hill Road
Newton, New Jersey 07860
Richard McDermott

Agreement Location

Sussex County Community College
One College Hill Road
Newton, New Jersey 07860
Richard McDermott

WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:

Dear Richard:

Thank you for the opportunity to offer our proposal for this project. We look forward to working with you on the following scope of work:

- Lock out/Tag out electrical.
- Rigging RTU in place as shown (RTU is provided by a separated proposal so this proposal covers the installation)
- Install pre-purchased one 10T Heat Pump RTU mentioned on UTD24-027 on the ground. This unit will come with a 34KW electric heater as supplemental heat in winter when ambient temp is dropping below 40F.
- Insulation on galvanized ductwork (outdoor ductwork will be lined and protected by exterior weatherproofing material).
- Combination of fabric duct and galvanized duct. The supply air duct in the open space will be of fabric duct & in the 9' ceiling areas will be of galvanized duct. All return air duct will be metal duct.
- Ceiling diffuser and return grilles will be installed in the areas with ceilings.
- Exhaust fan for the bathroom.
- Return air grilles on wall facing open area where the fabric duct is installed.
- Stand alone temperature controls.
- Start up of RTU.
- Testing and balancing.
- Training customer included.
- First year parts and labor warranty (RTU warranty is provided on a separated proposal)

Exclusions: Wall openings for supply and return duct mains; electrical work, fire alarm, concrete pad for RTU, lift rental, and other items not mentioned in the above proposal inclusions. We will file permit but fees are responsible by Sussex County Community College.

Our price for this work is \$30,810.00, plus applicable state sales tax.

Material: \$13,125.00

Labor: \$17,685.00

Lead time is once the order is 4-5 weeks once the order is placed, the order will be placed upon the approval of this proposal.

All work to be performed during normal business hours of 8:00AM to 4:30PM, Monday through Friday. No overtime is included.

This work does not include any other work that is not specifically listed.

There may be additional shipping/freight charges once the parts are ordered/shipped from the vendor.

*****Quotes accepted after 7 days may be subject to price increase depending on vendors current pricing on materials*****

WARRANTY: Our warranty on work performed is one (1) year, parts and labor.

TERMS OF PAYMENT: Monthly Progress Billing. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received.

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the “Agreement”), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Customer

 Signature (Authorized Representative)
 John Chen

 Name (Print/ Type)
 9087534800

 Phone
 8/19/2024 UTD24-027A

 Date Proposal #

 Signature (Authorized Representative)

 Name (Print/ Type)

 Title

 Date PO#



PROCUREMENT MEMO

TO: Sussex County Community College Board of Trustees,
Dr. Jon Connolly

CC: Wendy Fullem, Karen Unrath,

FROM: Matthew Stoppay, Purchasing Manager

DATE: September 4, 2024

SUBJECT: Installation of Trane RTU Unit

Description: ATC Program RTU Installation only

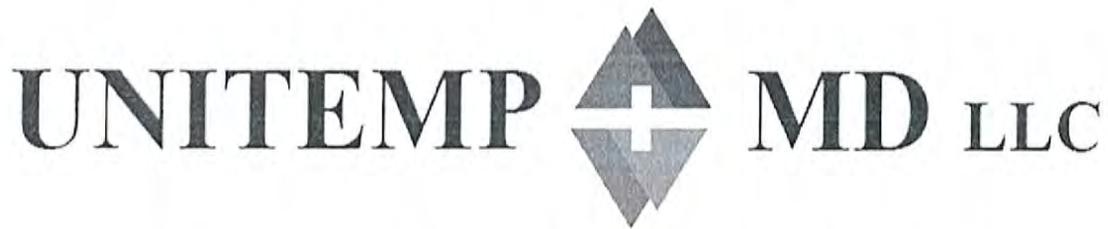
Vendor Name: Unitemp Mechanical

Amount: \$25,800.00

Procurement Method: NJ Cooperative Purchasing Alliance #: CK04 NJ

Funding: Chapter 12

Attachments: Unitemp Quote



HVAC • BUILDING AUTOMATION SYSTEMS
ENGINEERING • INSTALLATION • SERVICE

Sussex County Community College

SCCC Adults Transition Program RTU Installation Only

Proposed Project Agreement

Date:
8/6/2024

Proposal Number:
UTD-027

Prepared for:
Sussex County Community College
1 College Hill Road
Newton, New Jersey 07860

Prepared by:
George Eckles
908-753-4800 Ext1844
geckles@hvac123.com



PROJECT PROPOSAL

Company

Unitemp/ MDI
26 World's Fair Dr.
Somerset, NJ 8873
Ph: 908-753-4800 Ext1844

Proposal Date: 8/6/2024

Proposal Number: UTD-027

We are participating in the following cooperative:
NJ Cooperative Purchasing Alliance #: CK04 NJ
Vendor #: 24052

Bill To Identity

Sussex County Community College
1 College Hill Road
Newton, New Jersey 07860
Rick McDermott

Agreement Location

Sussex County Community College
1 College Hill Road
Newton, New Jersey 07860
Rick McDermott

WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:

Dear Rick:

Thank you for the opportunity to offer our proposal for this project. We look forward to working with you on the following scope of work:

- Lock out/Tag out electrical.
- DX cooling
- Standard efficiency
- Convertible
- 10 Ton
- 208-230/60/3
- Microprocessor controls 3ph
- Std cond coil w/hail guard 3 ph
- Dry bulb econ 0-100% w/o bar relief (Field Installed by Unitemp)
- 36 kW Electric heat 3 ph (Field Installed by Unitemp)
- 1st Year Parts & Labor warranty
- Start up & test for proper operation.

This is for the prepurchase equipment only.

Installation of the duct system, rigging, startup, exhaust fan, & etc. to follow on a separate quote.

Please review the attached submittal at the end of the quote.

Our price for the equipment only is \$25,800.00, plus applicable state sales tax.

Lead time is 1-2 weeks once the order is placed by the end of this week, the order will be placed upon the approval of this proposal.

All work to be performed during normal business hours of 8:00AM to 4:30PM, Monday through Friday.
No overtime is included.



PROCUREMENT MEMO

TO: Sussex County Community College Board of Trustees,
Dr. Jon Connolly

CC: Wendy Fullem, Karen Unrath,

FROM: Matthew Stoppay, Purchasing Manager

DATE: September 4, 2024

SUBJECT: Roof Repair

Description: Pool Shed Flat Roof Replacement

Vendor Name: Weather Proofing Technologies

Amount: \$21,475.00

Procurement Method: ESCNJ 23/24-30, Co-op # 65MCESCCPS

Funding: Chapter 12

Attachments: Weather Proofing Technologies Quote

07/08/24

Mike Salem
Facilities Manager
914-564-7999
One College Hill Rd.
Newton, NJ 07860

RE: Pool Shed Flat Roof Replacement – Budget Estimate Letter

Dear Mr. Salem:

Weatherproofing Technologies, Inc. is pleased to present our budget estimate letter for the roof replacement of the Pool Shed Flat Roof, located at One College Hill Road, Newton, NJ. The scope of work and budget was created with the anticipation of a turnkey operation as specified and bid by **E SCNJ 23/24-30, Co-op # 65MCESCCPS**. Questions regarding the bidding of the ESCNJ contract or our performance should be directed to the Educational Services Commission of New Jersey.

Project Scope of Work:

Flat Roofing:

- 1) Proper safety will be set up and utilized throughout the project.
- 2) Remove the existing roof and its components down to the underlying deck and dispose of it properly.
 - a. Replace all wood decking, to be included in the base bid.
 - b. Cut overhanging decking and make the new roof flush to the external block wall.
- 3) Remove existing base flashings and counter flashings at roof transitions and units.
 - a. Remove a minimum of three-courses of shingles to allow for specified overlap of roofing plies onto shingle roof deck and to accommodate new insulation heights.
- 4) Install new 6" - .040 gutter at back side of building.
 - b. Install wood blocking as needed to accommodate new insulation heights.
 - c. Install new drip edge, downspouts, and concrete splash blocks. (Min. .032 metals)
 - d. The wood fascia should be replaced prior to installing the gutter.
- 5) Mechanically fasten new insulation to the wood deck.
 - a. Install 1.5" flat insulation board.
- 6) Fully adhere 1/2" Densdeck Prime in Tremco Low Rise Insulation Adhesive.
- 7) Install one (1) ply of BURmastic Composite Ply in Powerply Standard Cold Adhesive.
- 8) Install one (1) ply of Powerply Endure 100 FR in Standard Cold Adhesive.
 - a. Ensure adhesive bleed out does not interfere with laps of cap sheet.
 - b. Heat weld all laps of cap sheets, cover any bleed out with white granules.
- 9) Install flashing in Brush Grade Mastic in a 1+1 configuration. (Comp ply + PP Endure 100 FR)
 - a. heat weld all vertical flashing laps
 - b. Bring flashing sheet min. 12" onto shingle roof at tie-in.

- c. Install leak barrier from shingle roof to overlap onto MB flashing sheets for proper water flow.
- d. Install new shingles to match color as closely as possible.
- 10. Perform a magnet sweep of the grounds to ensure the area is pedestrian safe.
- 10. Upon completion of the project and a final inspection, provide a 20-year QA warranty.

*Weatherproofing Technologies Inc. will proceed with the creation of a LIP upon the written approval of the college.

S.C.C.C. Pool Shed Roof Replacement Budget Estimate	Warranty	Project Investment
SBS Modified Bitumen (Flat Roof)	20-Year QA	\$21,475.00

Please note:

- This price is valid for 60 days. After this time, project conditions are subject to reassessment.
- This Proposal is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI’s standard terms and conditions (a copy of which may be obtained at [http://www.tremcoroofing.com/files/WTI’s standard terms and conditions](http://www.tremcoroofing.com/files/WTI%20Terms%20and%20Conditions.pdf)), which are hereby incorporated by reference (together, the “Terms and Conditions”). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI.

Please feel free to contact me if you have any questions.

Respectfully Submitted,
Kyle Sweppenhiser
 Kyle Sweppenhiser
 Senior Field Advisor – Tremco
 P: 973.294.1680



Important Notice Regarding New Jersey Public Works Projects:

In New Jersey, we now must obtain the official prevailing wage rate for a public works project directly from you, the public customer. On the contract award date, please follow these steps outlined below to obtain the official prevailing wage rate for the project. The process should take no longer than 10 minutes. Please contact your sales representative for assistance. According to the NJ DOL, when projects are \$16,263 (Municipalities)/ \$2,000 (Education) or over, Tremco/WTI is required to receive the prevailing wage rates from the contracted entity. Here are the steps to accomplish this NJ Department of Labor Requirement.

Step One: Please use the below:

<https://www.nj.gov/labor/wageandhour/prevailing-rates/public-works/publicprevailingwage.shtml>

Step Two: Fill in the information "Including your email". (The Requesting officer will be your information. We "Weatherproofing Technologies Inc/Tremco" are the contractor being awarded the project.) For the description box, you can enter "Roof Repair" When you are finished entering the information, please press submit.

- You are the Requesting Officer
- We (Weatherproofing Technologies, Inc.) are the contractor
- Tremco/WTI's FEIN # is 34-0930570

Once these steps have been taken the official prevailing wage rate for the project should be emailed to you. Once you receive the email, please forward me that confirmation email.

If additional information is needed, please contact JD Roberts with the NJ Department of Labor and Workforce Development at (609) 984-3007. He can provide additional insight on this requirement. Sorry! This may seem like an extra unwanted step, but per NJ contracting law it is required! Your help and patience is greatly appreciated.

Thank you.

TERMS AND CONDITIONS

This Proposal is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI's standard terms and conditions (a copy of which may be obtained at <http://www.tremcoroofing.com/filesshare/terms/TandCWTI.pdf>), which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI. Please confirm your acceptance by return e-mail if possible. A purchase order made out to WTI is also acceptable.

- The pricing contained in this proposal is based in part on individual site-specific conditions and unique circumstances presented on each individual project, where applicable.
- Multiple proposals may not be combined into one Purchase Order or Contract due to Prevailing Wage Laws. Separate Purchase Orders or Contracts will need to be issued for each Line-Item Proposal.



PROCUREMENT MEMO

TO: Sussex County Community College Board of Trustees,
Dr. Jon Connolly

CC: Wendy Fullem, Karen Unrath,

FROM: Matthew Stoppay, Purchasing Manager

DATE: August 2, 2024

SUBJECT: Furniture

Description: Furniture for Student Success Center

Vendor Name: CMF Business Supplies

Amount: \$26,360.79

Procurement Method: State Contract - Contract #A81635, T-NUMBER G2004

Funding: Chapter 12

Attachments: CMF Business Supplies Quote

Item	Color					Preview	Mfg	Cat	Part Number	Part Description	Category	Qty	Sell	Ext Sell
1								OST	78041W-MAA	Coact - Mid back lounge - Single textile		1	\$ 1,812.60	\$ 1,812.60
									X9	None				
									X9	None				
									X9	No Tablet				
									X9	None				
									X9	None				
									H4N	Round Metal Post				
									~PWD	Undecided				
									X9	No Shelf				
									X9	No Shelf				
									X9	No Shelf				
									X9	None				
									4	Grade 4 Material				
									MCC	Momentum Cover Cloth				
									3064839	Sorrel				
2								OST	78041W-MAA	Coact - Mid back lounge - Single textile		1	\$ 1,812.60	\$ 1,812.60
									X9	None				
									X9	None				
									X9	No Tablet				
									X9	None				
									X9	None				
									H4N	Round Metal Post				
									MSL	Luster Grey				
									X9	No Shelf				
									X9	No Shelf				
									X9	No Shelf				
									X9	None				
									4	Grade 4 Material				
									MCC	Momentum Cover Cloth				
									3064839	Sorrel				
3								OST	78268	Coact - End table		1	\$ 1,375.41	\$ 1,375.41
									~HPL	HPL Laminate				
									STP	Steel (STP)				
									C6X/SLV	Top/Silver				
									H4N	Round Metal Post				
									MSL	Luster Grey				
									X9	None				
4								OST	78040	Coact - Triple bench - Single textile		1	\$ 1,240.32	\$ 1,240.32
									X9	None				
									H4N	Round Metal Post				
									MSL	Luster Grey				
									X9	None				
									4	Grade 4 Material				
									MCC	Momentum Cover Cloth				
									3064839	Sorrel				
5								OST	78041-MAA	Coact - Mid back lounge - Single textile		2	\$ 1,630.77	\$ 3,261.54
									X9	None				
									X9	None				
									X9	No Tablet				
									X9	None				
									X9	None				
									H4N	Round Metal Post				
									MSL	Luster Grey				
									X9	No Shelf				
									X9	No Shelf				
									X9	No Shelf				
									X9	None				
									7	Grade 7 Material				
									~FAB	Undecided Fabric				

Item	Color					Preview	Mfg	Cat	Part Number	Part Description	Category	Qty	Sell	Ext Sell
6								OST	78042-MAA	Coact - Mid back loveseat - Single textile		1	\$ 2,458.98	\$ 2,458.98
									X9	None				
									X9	None				
									X9	No Tablet				
									X9	None				
									X9	None				
									H4N	Round Metal Post				
									MSL	Luster Grey				
									X9	No Shelf				
									X9	No Shelf				
									X9	No Shelf				
									X9	None				
									8	Grade 8 Material				
									-FAB	Undecided Fabric				
7								OST	37011	Genus - Guest chair - One per carton		12	\$ 583.11	\$ 6,997.32
									SLX	Silver Frame				
									X9	No Arms - Standard				
									W48	Black Hard Wheel Caster - Std				
									7	Grade 7 Material				
-FAB	Undecided Fabric													
8								N20	DT-T42RNDT	Nineteen20 - Round table with TFL or HPL top		1	\$ 915.42	\$ 915.42
									-HPL/W/PP	HPL w/ PP EDGE				
									-HPL	OFS HPL				
									STP	Steel (STP)				
									EY	Square				
									ST2	Steel (ST2)				
									6703	Tubular Steel Table Base				
									A2K	Dining (Standard)				
MSL	Luster Grey													
9								N20	DT-T4242SDT	Nineteen20 - Square table with TFL or HPL top		2	\$ 892.05	\$ 1,784.10
									RNDC	Radius Corner				
									-HPL/W/PP	HPL w/ PP EDGE				
									-HPL	OFS HPL				
									STP	Steel (STP)				
									EY	Square				
									ST2	Steel (ST2)				
									6703	Tubular Steel Table Base				
A2K	Dining (Standard)													
MSL	Luster Grey													
10									NSCH-1082143	Coact End Tables - Quarter round		3	\$ 1,567.50	\$ 4,702.50
Grand Total													\$ 26,360.79	



August 31, 2024
Two Months YTD
FYE June 30, 2025



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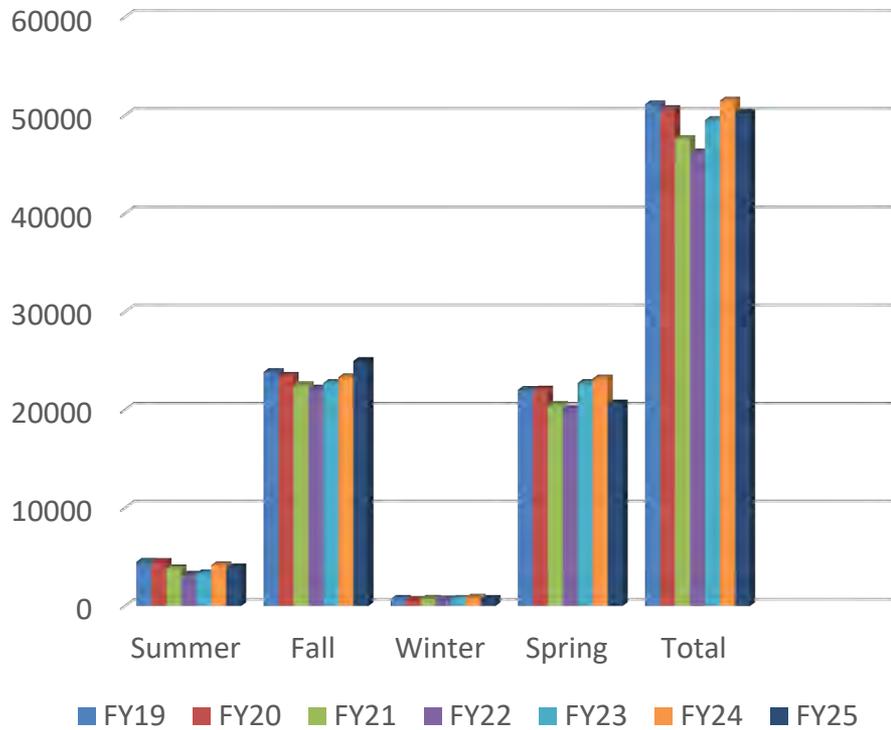
Financial Status Discussion

- Overall Financial Status – Current and Year End

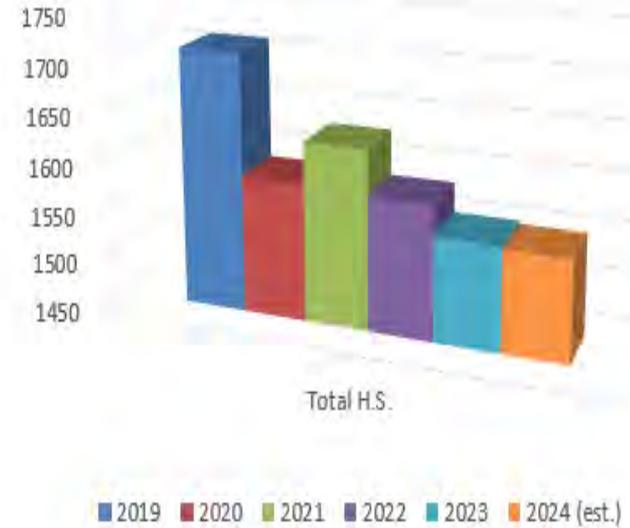
August YTD FY25 - Credit Hours Dashboard

Credit Hours	FY25	FY25 Budget	FY25A vs FY25B	FY24 Actuals	FY25A vs FY24A
Summer II	911	436	109%	752	21.1%
Summer III	1,472	1,137	29%	1,433	2.7%
Fall	24,974	21,883	14%	24,727	1.0%
1st half of year	27,357	23,456	17%	26,912	1.7%

Credit Hours



Sussex County H.S. Senior Class Population



	FY19	FY20	FY21	FY22	FY23	FY24	FY25
Summer	4511	4492	3838	3194	3331	4158	3941
Fall	23856	23460	22506	22166	22736	23312	24974
Winter	721	625	734	671	717	841	720
Spring	22033	22060	20495	20185	22737	23187	20647
Total	51121	50637	47573	46216	49521	51498	50282

Income Statement

(\$thsd)	2 Mos. YTD25	2 Mos.25 YTD Budget	Budget Var \$	2 Mos. 24 YTD	Prior Year Var \$
	Total Student Revenues	439	443	(4)	453
Change in Student Revenue			-0.9%		-3.0%
Non-Student Revenues					
State Support	673	650	23	625	48
County Support	670	670	0	670	0
CARES Support	0	0	0	17	(17)
Other Revenues	178	91	87	77	101
Subtotal Non-Student Revenues	1,521	1,412	110	1,389	132
Subtotal all Revenues	1,961	1,855	106	1,842	120
Grant Revenue (Pass thru)	454	133	320	139	315
PSTA Revenue	68	57	12	47	21
Federal, State Financial Aid	328	652	(323)	258	70
Federal ,State Loans	47	492	(445)	57	(10)
Subtotal Grant Revenues(Pass thru)	897	1,334	(437)	501	396
Total Operating Revenues	2,858	3,189	(331)	2,343	516
Expenses					
Salaries/Benefits	1,829	2,263	(434)	1,690	139
Other Expenses	951	1,175	(224)	1,106	(155)
Subtotal Expenses	2,780	3,437	(657)	2,796	(16)
Grant Expense (Pass thru)	454	133	320	139	315
PSTA Expense	68	57	12	47	21
Federal, State Financial Aid	328	662	(334)	258	70
Federal ,State Loans	47	481	(435)	57	(10)
Subtotal Grant Expenses(Pass thru)	897	1,334	(437)	501	396
Total Operating Expenses	3,677	4,771	(1,094)	3,297	380
Contribution to Unrestricted Fund Balance	(819)	(1,582)	763	(954)	135

Income Statement Discussion



Impact of increased student revenue contribution to the Fund Balance



One-time expenses in FY24...what will be carried over into FY25

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Correspondence File – August & September 2024

1. Patti Nugent, LACE Program Coordinator, sent a letter of thanks to Mr. Sean Avelos, Assistant Store Manager at Weis Market, for his assistance in special ordering materials needed for the LACE program's science experiment. In the letter, Patti expressed gratitude for Sean's support and highlighted how his efforts contributed to the project's success.
2. Email from the parents of a student at the ATC commending Jessica Pappa for her work with the Adult Transition Center.
3. Thank you email from the U.S. Naval Community College for the great experience during their site visit.
4. Congratulations email to the Visual & Performing Arts Department for the wonderful Gallery Show on September 6, 2024.

August 27, 2024

Mr. Sean Avelos
Assistant Store Manager
Weis Market
121 Water Street
Newton, NJ 07860

Dear Sean-

Thank you so much special ordering the case of light corn syrup for our program's science experiment for this semester! Our program is a Continuing Education program for developmentally disabled adults from Sussex, Warren, and Morris counties. We presently have 56 students. Our theme for this semester is *Oceans of Fun for Everyone!* and the science experiment is creating the five layers of the ocean in a mason jar. I have been all over picking up 300 ounces of four different types of liquids to use for it. Thankfully the water we can get at school 😊

Maybe you think this wasn't a big deal, but it made my life much easier. Even more impressive in today's culture is that you followed through on what you told me you would do. I sure lucked out that it was you in the aisle that day.

Thanks again for helping out!

Sincerely,

Patti Nugent
LACE Program Coordinator

cc: Vicky Hoskin, SCCC Manager of Continuing Education & Workforce Development
Weis Market, 1000 South Second Street, PO Box 471, Sunbury, PA 07801

From: [Cory Homer](#)
To: [Wendy Fullem](#)
Subject: FW: ATC Grant
Date: Monday, July 22, 2024 9:24:54 AM
Attachments: [image001.png](#)

Board Correspondence please



Start here, go anywhere!

Cory Homer, Ph.D.
Vice President
Student Success and
Institutional Effectiveness
973-300-2116
chomer@sussex.edu
One College Hill Rd.
Newton, NJ 07860

[Tour the Campus](#)

From: Jessica Pappa <jpappa@sussex.edu>
Sent: Monday, July 22, 2024 9:23 AM
To: Victoria Hoskin <vhoskin@sussex.edu>; Jason Fruge <jfruge@sussex.edu>
Cc: Cory Homer <chomer@sussex.edu>
Subject: FW: ATC Grant

This email is the reason why I do what I do.

We may only be a small portion of the college, but we are truly offering opportunities for these young adults.

Happy Monday!



Jessica Pappa
Adult Transition Center
Supervisor

973-300-2245
jpappa@sussex.edu
One College Hill Rd
Newton, NJ 07860

From: Kathy Olszowski <kathyolszowski@yahoo.com>
Sent: Friday, July 19, 2024 11:56 AM
To: Jessica Pappa <jpappa@sussex.edu>
Cc: Ted <fishhooked@gmail.com>; Kathy Olszowski <kathyolszowski@yahoo.com>
Subject: Re: ATC Grant

“We just wanted to drop a note to say how appreciative we are as parents to have the assistance from

the Sussex County ATC. As parents there is only so much advice or guidance that we can provide to our children, especially when it comes to the job market, where so much has changed since we entered the workforce. We are limited to drawing off of our own past job experiences, so some of our advice does not necessarily translate today. The ATC does so much more for our daughter than working on job skills, it helps to provide her with a foothold for so many other aspects of life that she can really use right now. Of even more significance than the job and career skills aspect is being able to put her in the position to learn social skills and relating to peers; these are the types of experiences that are invaluable and the ATC provides these opportunities for her that she really needs.

Jessica has done an outstanding job with her and we are so incredibly grateful to have this amazing resource at our disposal as residents of Sussex County. Thank you so much for all that you do for us!”

Ted & Kathy Olszowski, Sparta NJ

On Jul 17, 2024, at 9:30 AM, Jessica Pappa <jpappa@sussex.edu> wrote:

Good morning parents,

The Adult Transition Center is funded by a grant from the Office of the Secretary of Higher Education. Each year we have to reapply and hope that we are approved so we may be able to continue offering this program. We are in the process of reapplying and would like to include parent testimonials on how the program has impacted your adult child. If you are willing and able to share some kind words, that would be fantastic. I need to have everything turned in to my director by Monday, 7/22.

Thank you so much for your support!



Jessica Pappa
Adult Transition Center
Supervisor

973-300-2245
jpappa@sussex.edu
One College Hill Rd
Newton, NJ 07860

From: [Cory Homer](#)
To: [Wendy Fullem](#)
Subject: FW: USNCC thank you and follow up
Date: Friday, August 2, 2024 10:03:49 AM

September Board correspondence



Start here, go anywhere!

Cory Homer, Ph.D.
Vice President
Student Success and
Institutional Effectiveness
973-300-2116
chomer@sussex.edu
One College Hill Rd.
Newton, NJ 07860

[Tour the Campus](#)

From: Gleiman CIV Ashley US <Ashley.Gleiman@usncc.edu>
Sent: Friday, August 2, 2024 9:57 AM
To: Jacqueline Kineavy <jkineavy@pccc.edu>; ciampad@sunysuffolk.edu; Cory Homer <chomer@sussex.edu>
Cc: Terence Peavy <TPeavy@msche.org>
Subject: USNCC thank you and follow up

Hi Jackie, Donna, Cory, & Terence,

Thank you again from the USNCC team on such a great experience during our site visit this week. Your feedback and insights were very much appreciated, and we've already begun discussing some of your recommendations for continued improvement.

Thank you!
Ashley

Ashley Gleiman, PhD

Associate Provost, Accreditation & Policy

[U.S. Naval Community College \(USNCC\)](#)

Cell: 205-305-8763

Email: ashley.gleiman@usncc.edu

From: [Kathleen Okay](#)
To: [Wendy Fullem](#)
Subject: Fwd: Gallery Show September 6, 2024
Date: Saturday, September 7, 2024 11:14:57 AM
Attachments: [Outlook-hbfpsjxn.png](#)

Please include in the board packet

Get [Outlook for iOS](#)

From: Sherry Fitzgerald <sfitzgerald@sussex.edu>
Sent: Saturday, September 7, 2024 7:45 AM
To: Kathleen Okay <kokay@sussex.edu>; Nancy Gallo <ngallo@sussex.edu>; Sherry Fitzgerald <sfitzgerald@sussex.edu>
Subject: Gallery Show September 6, 2024

Visual & Performing Arts Department,

Congratulations to the talented group of artists, highlighted in our first gallery show of the Fall 24 semester. It was a great night as friends and guests gathered to celebrate. Thank you, Jimmy Jeffreys, Joe Petraccoro and Anthony Ur. Sussex County Community College recognizes this dynamic group of faculty members, as dedicated industry professionals leading classes and educating our students.

A huge thanks to Anna Carina, our Gallery Coordinator. She has added so much TLC to our gallery making it a space we can be proud of moving forward. A job well done, Anna Carina!

More to come,
Sherry

EVOLUTION: From Paper to Screen

Illustrations / Sculptures / Video Works

Works by Jim Jeffreys, Joseph Petraccoro, and Anthony Ur



ak



Sherry Fitzgerald

Professor of Visual Arts

Chair Visual and

Performing Arts

Department

973-300-2127

sfitzgerald@sussex.edu

One College Hill Rd.

Newton, NJ 07860

Take a [Tour of campus](#) today!