



**BOARD OF TRUSTEES MEETING  
1400 Tanyard Road, Sewell, New Jersey 08080**

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**REGULAR SESSION MINUTES  
July 25, 2017**

Chair Gene J. Concordia called the Regular Session of the Board of Trustees of Rowan College at Gloucester County to order at 6:15 p.m. in the faculty/staff lounge in the Eugene J. McCaffrey College Center building.

Mrs. Karen Sitarski, Senior Executive Assistant to the President and Board of Trustees, read the Open Public Meetings Act Statement: "In compliance with the 'Open Public Meetings Act' of the State of New Jersey, adequate notice of this meeting of the Rowan College at Gloucester County Board of Trustees was provided by the forwarding of a notice on November 22, 2016, to the *South Jersey Times*, the *Courier Post*, the Gloucester County Freeholder Director and Education Liaison, the Gloucester County Administrator, and the College Community." She then led the group in the Pledge of Allegiance.

Roll call followed by Trustee Jean DuBois:

**Members Present:**

Mr. Gene Concordia  
Ms. Jean DuBois  
Mr. Benjamin Griffith (by phone)  
Ms. Ruby Love (by phone)  
Dr. George Scott (by phone)  
Mr. Douglas Wills, Esq. (by phone)  
Dr. Frederick Keating, President, Ex-Officio

**Members Absent:**

Ms. Ave' Altersitz  
Mr. Len Daws  
Dr. James Lavender

Chair Concordia greeted everyone and began the meeting.

**ACCEPTANCE OF MINUTES**

With no corrections to the minutes heard, Chair Concordia declared the June 13, 2017, Regular Session meeting minutes approved as presented.

**FACILITIES/PROPERTY**

On the recommendation of the President, Trustee Jean DuBois made a motion, seconded by Trustee Benjamin Griffith and unanimously passed, to approve all of the Facilities and Property action items presented:

1. Lease agreement between Rowan College at Gloucester County and Rowan University for space in Bozorth Hall;
2. Contract awards to Ray Angelini Inc. for the lighting replacement of the Bookstore project and for the Academic Support Center rooms 601 and 602;
3. Contract award to Ledden Palimeno for the construction of a labyrinth garden;
4. Contract award to Spirit Dodge for the purchase and delivery of a truck.

(Resolutions attached)

## **REGULAR SESSION MINUTES**

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### **ACADEMIC SERVICES**

On the recommendation of the President, Trustee DuBois made a motion, seconded by Trustee George Scott and unanimously passed, to approve all of the Academic action items presented:

1. Award Professor Emerita to Anna Fitzpatrick;
2. Approval to apply and upon award, approval to accept and sign for funding for the New Jersey Council of County Colleges, Center for Student Success, College Readiness Now IV grant;
3. Approval to apply and upon award, approval to accept and sign for funding from the New Jersey Department of Children and Families Division on Women for the Displaced Homemakers grant;
4. Approval to apply and upon award, approval to accept and sign for funding from the New Jersey Department of Education Carl D. Perkins Career and Technical Education Postsecondary grant;
5. Contract with the County of Camden for RCGC to provide occupational and educational services through the Workforce Innovational Opportunity Act and Work First New Jersey;
6. Gloucester County Cultural and Heritage Commission appointment and reappointment.

(Resolutions attached)

### **PERSONNEL**

On the recommendation of the President, Trustee DuBois made a motion, seconded by Trustee Griffith and unanimously passed, to approve the appointments, reassignments, part-time hire, faculty promotions, retirement, adjunct hires, faculty rank and academic department chair appointments as listed on the attached.

### **DATES TO REMEMBER**

Mrs. Sitarski reported the following dates of upcoming events:

#### **August**

31 Orientation for new and returning students

#### **September**

4 Holiday – College closed

5 First day of Fall semester classes

12 Board of Trustee Meeting, 6:15 pm, Main Dining Room Annex

### **PUBLIC PORTION**

Chair Concordia opened the public portion of the meeting. President Keating gave a brief update on the “Eds and Meds” project, and he expects more information will be presented at the next Board meeting. No other comments were offered.

**REGULAR SESSION MINUTES**

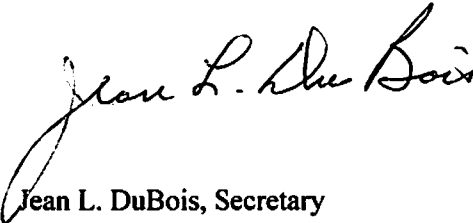
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**ADJOURNMENT**

At 6:26 p.m., Trustee Ruby Love made a motion, seconded by Trustee DuBois and unanimously passed, to adjourn the meeting.

Respectfully submitted,

A handwritten signature in cursive script that reads "Jean L. DuBois". The signature is written in black ink and is positioned above the printed name of the signatory.

Jean L. DuBois, Secretary

Notes taken by Karen Sitarski

**RESOLUTION APPROVING AND AUTHORIZING A LEASE AGREEMENT BETWEEN ROWAN COLLEGE AT GLOUCESTER COUNTY AND ROWAN UNIVERSITY, AUTHORIZING OFFICERS OF ROWAN COLLEGE AT GLOUCESTER COUNTY TO TAKE ALL OTHER ACTIONS DEEMED NECESSARY OR DESIRABLE IN CONNECTION WITH THE EXECUTION OF THE LEASE AGREEMENT**

**WHEREAS**, the Board of Trustees (the “Board”) of Gloucester County College (hereinafter the “College”), a body corporate in the State of New Jersey, is authorized to lease real property under and pursuant to N.J.S.A. 18A:64A-12, et seq.; and specifically under N.J.S.A. 18A:64A-14 et seq.; and

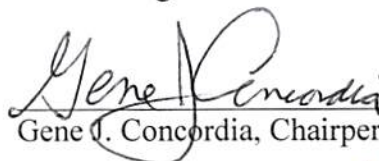
**WHEREAS**, the Board entered into a Lease Agreement, dated July 1, 2017 with Rowan University, for approximately 10,841 square feet of space in Bozorth Hall property owned by Rowan University; and

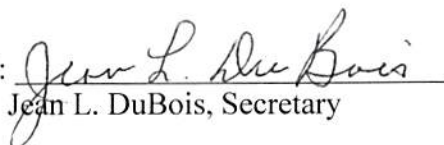
**WHEREAS**, Rowan College at Gloucester County will pay \$15,313 for each Academic Month of usage; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Rowan College at Gloucester County as follows:

1. The Board hereby authorizes, approves and consents to the execution of the Lease Agreement (attached), and further authorizes Dominick Burzichelli, Chief Financial Officer as duly authorized by the Board (the “Authorized Officer) to determine all matters in connection therewith.
2. All resolutions, orders and other actions of the College in conflict with the provisions of this resolution to the extent of such conflict are hereby superseded, repealed or revoked.
3. All actions heretofore taken and documents prepared or executed by or on behalf of the College by its officials and by the College’s professional advisors, in connection with the Lease, or any other action in connection with or related to the Lease, are hereby ratified, confirmed, approved and adopted.

**ADOPTED:** At a regular meeting of the Rowan College at Gloucester County Board of Trustees held July 25, 2017.

  
Gene J. Concordia, Chairperson

Attested:   
Jean L. DuBois, Secretary



## LEASE AGREEMENT

**Date of Execution of Lease Agreement: \_\_\_\_\_, 2017**

### **1. Parties**

**This LEASE AGREEMENT** (hereinafter referred to as the "Lease") is made and entered into this date by and between

**ROWAN UNIVERSITY**, whose address is 201 Mullica Hill Road, Glassboro, New Jersey, 08028, a public institution of higher education within the New Jersey system of higher education, and whose interest in the property hereinafter described is that of Property Owner (hereinafter referred to as the "Lessor"), and

**ROWAN COLLEGE AT GLOUCESTER COUNTY**, whose address is 1400 Tanyard Road, Sewell, New Jersey, 08080, a public institution of higher education within the New Jersey system of higher education, (hereinafter referred to as the "Lessee"). Collectively, the Lessor and Lessee are referred to herein as the "Parties."

### **2. Leased Premises**

The Lessor hereby demises and leases to the Lessee and the Lessee takes from the Lessor approximately 10,841 square feet of space (the "leased premises") in Bozorth Hall owned by the Lessor located at Rowan University, 300 Memorial Circle, Glassboro, New Jersey 08028, and shown on Exhibit "A", plus use of all common areas in the building and campus. Lessor retains exclusive use of Room 132. The parties shall share the use of the Auditorium. The parties agree to use best efforts to meet scheduling needs.

**Lessor will be responsible for utilities. Lessee will be responsible for routine cleaning and trash removal.** Lessor shall be responsible to service, maintain and replace, if necessary, all of the systems, the infrastructure, the exterior of the building, the asphalt parking lot and built-in components of the building.

Lessee is permitted to use the leased premises for educational purposes and activities incident thereto during the calendar months, during the Term, of September through and including May (the "Academic Months"), Mondays through Fridays, during standard classroom hours. During these days and hours, Lessee's rights and use of the hereunder shall be exclusive.

Lessee also intends to use the building for administrative, educational and student related purposes. Lessor confirms that existing zoning is appropriate for Lessee's intended use.

Lessee acknowledges that certain furniture, fixtures and equipment, including, without limitation, technology equipment (collectively, FF&E) is located in the leased premises and shown on Exhibit "B". Lessee shall have the right to utilize the FF&E during the Term. Lessee acknowledges that neither Lessor nor any agent, contractor or employee of Lessor has made any representation or warranty of any kind with respect to the FF&E, specifically including, but not limited to, any representation or warranty of suitability or fitness for any particular purpose, and Lessee's acceptance and use of the FF&E, or any portion thereof,



conclusively establishes Lessees acceptance thereof in an AS IS, WHERE IS condition. Lessor shall not be obligated to repair or replace the FF&E. Upon the expiration or termination of this Lease, Lessee shall surrender the FF&E to Lessor, reasonable wear and tear excepted.

### **3. Notices**

3.1. Any notices, demands and communications hereunder shall be sent by U.S. Certified Mail (Return Receipt) or nationally recognized overnight courier service. Any notices given hereunder by any of the above-mentioned methods shall be deemed delivered upon sender's receipt of the "Return Receipt" card or confirmation of delivery.

3.2. If intended for the Lessor, said notices, demands, and communications shall be addressed to:

**Rowan University**  
201 Mullica Hill Road  
Glassboro, New Jersey 08028  
**Attention: General Counsel's Office**  
Telephone: 856-256-4144  
Fax: 856-256-4431

3.3. If intended for the Lessee, said notices, demands, and communications shall be addressed to:

**Rowan College at Gloucester County**  
1400 Tanyard Road  
Sewell, New Jersey 08080  
**Attention: Dominick J. Burzichelli**  
Telephone: 856-415-2292  
Fax: 856-468-1983

### **4. Legal Service of Process**

Pursuant to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., legal service of process to be made upon Rowan University shall be made to the Attorney General, Division of Law, Claims Service Section, Richard J. Hughes Justice Complex, 25 Market Street, PO Box 112, Trenton, NJ 08625-0112. A copy of documents served pursuant to this section shall be provided simultaneously to Rowan University at the address indicated above.

### **5. Tenant Rules and Regulations**

All of the terms, covenants and conditions of Schedule A, Tenant Rules and Regulations, are attached to this Lease and incorporated herein by reference and shall be deemed a part of this Lease as though fully set forth in the body of this Lease.

## **6. Term & Right of Renewal**

- 6.1. Lessee shall have and hold the leased premises with their appurtenances for a term beginning on September 1, 2017 (the "Lease Commencement Date"), for a term of nine (9) Academic Months (i.e., May 31, 2017).
- 6.2. This Lease may be renewed for an additional two (2) nine (9) Academic Month terms upon written mutual agreement between both parties.
- 6.3. The parties hereby agree that all other provisions, covenants, terms, and conditions of this Lease shall remain in full force and effect during any renewal term, unless otherwise modified in writing and signed by both parties.
- 6.4. The parties hereby agree that all provisions, covenants, terms, and conditions of the Lease shall commence upon the Commencement Date of the Lease Term.

## **7. Rent**

- 7.1. Lessee shall pay the Lessor rent in the amount of \$137,816 for the leased premises, in installments for each Academic Month of \$15,313 each.

## **8. Codes and Policies**

- 8.1. The Lessor hereby states that the leased premises, and any construction or alteration work shall conform to the minimum requirements of all applicable Federal, State, Municipal, and local laws and codes, effective during the Lease Term.

## **9. Tenancy after Expiration of Lease Term**

In the event the Lessee remains in possession of the leased premises after expiration of the original Lease Term or any renewal term, the Lessee's possession of the leased premises shall be deemed a month-to-month tenancy. Lessee shall provide 120 day notice of discontinuing the month-to-month tenancy and shall continue to pay rent until the expiration of the 120 day notice period or until the actual date of vacating the leased premises, whichever is the later event. All other rights and privileges, and all the other provisions, covenants, terms and conditions provided herein or as modified in writing and signed by the parties during the Lease Term or any renewal term shall continue in full force and effect for the duration of the month-to-month tenancy.

## **10. Warranty of Title**

The Lessor warrants that it has good and sufficient title to the leased premises on the date of execution of this Lease and on the date of delivery to the Lessee.

## **11. Proposed Transfer of Title**

In the event title to the leased premises may be transferred from the Lessor to any third party, or Lessor seeks to assign its rights under this Lease to any third party, Lessor shall provide written notice of such anticipated transfer to the Lessee no later than sixty (60) days prior to the date of such transfer. This Lease shall survive any such transfer of title.

## **12. Lessor's Right of Entry**

The Lessor, its employees and agents, shall have the right to enter the leased premises for the purpose of examining and inspecting same, showing to prospective lessees, lenders or mortgagees, provided that ten (10) days prior notice, emergencies excepted, is provided to the Lessee.

## **13. The Lessor's Obligations**

- 13.1. The Lessor delivers the leased premises and the common areas in a CLEAN AND FULLY OPERATIONAL CONDITION and Lessee accepts the condition of the premises in a CLEAN AND FULLY OPERATIONAL CONDITION.
- 13.2. Lessor will be responsible to service, maintain and replace, if necessary, all of the systems, the infrastructure, the exterior of the building, the parking lot and built-in components of the building. Lessor shall maintain the leased premises in conformance with all governmental building codes and regulations.
- 13.3. On the date of the signing of the Lease, the Lessor hereby agrees that the leased premises is accessible to the disabled in accordance with the Americans with Disabilities Act ("ADA"). If there any changes to the ADA that effect the leased premises, Lessor and Lessee agree to discuss in "Good Faith" all relevant financial matters and necessary improvements/modifications to the leased premises.

## **14. Provision of Facilities and Maintenance of Equipment**

- 14.1. During the Lease Term, the Lessor agrees that it shall provide the following facilities:
  - 14.1.1. Facilities for hot and cold potable running water;
  - 14.1.2. Facilities for transmitting electric current for operation of the Lessee's business; and
  - 14.1.3. Heat and air conditioning equipment for the leased premises.
- 14.2. The Lessor will assume the cost and expense of the maintenance of the facilities described in this section of the Lease.

## **15. Services Provided and Paid for by the Lessor**

- 15.1. During the Lease Term, the Lessor agrees to provide, either with its own personnel or through a service provider, the following:



- 15.1.1. Trash removal from central point outside the building;
- 15.1.2. Custodial services for the leased premises;
- 15.1.3. Replacement of fixed lighting, including all necessary replacement of fluorescent tubes, starters, incandescent bulbs and ballasts for lighting.
- 15.1.4. Landscaping and lawn maintenance; and
- 15.1.5. Pest control services.

#### **16. Services Paid for by the Lessee**

- 16.1. During the Lease Term, the Lessee hereby agrees to provide and pay for the following utilities and services:
  - 16.1.1. Telephone and facsimile;
  - 16.1.2. Internet connectivity (Exhibit B); and
  - 16.1.3. Cable television.

#### **17. Interruption of Tenancy**

- 17.1. It is agreed by and between the Lessor and Lessee that in the event the leased premises, or the Building of which the leased premises are part, shall be destroyed or so damaged in part or in whole by fire or other elements, or by any other cause, to an extent which in the reasonable opinion of the parties (or a mutually selected third party) shall render the leased premises untenable or unfit for occupancy for the purpose of doing business, the Lessee shall pay the accrued rent to the time of such destruction, as aforesaid, and not thereafter, and this agreement shall terminate.
- 17.2. If, however, the Lessee's occupancy for the purpose of doing business of the leased premises is interrupted for a period due to destruction or damage or rendered untenable or unfit for occupancy for the purposes of conducting business and the damage or cause of unfitness is repaired or corrected, the obligation to pay rent shall resume as of the date of the Lessee's resumed occupancy for the purpose of doing business.
- 17.3. If the leased premises shall be partially damaged or deemed unfit or untenable, the damage or cause shall be repaired by the Lessor with all reasonable speed, and the rent for the portions not usable by the Lessee shall be apportioned and abated for the term beginning with the date the area is rendered damaged or unfit and ending when such damage or cause of unfitness shall have been repaired and such portions of the leased premises again made usable to the Lessee.
- 17.4. Lessee acknowledges that the Lessor shall have the building in which the leased premises is located substantially repaired and/or renovated. Lessor shall take every reasonable

effort not to disturb the Lessee and will inform Lessee in advance of such activity; however it is inevitable that some disruption may take place.

## **18. Recycling**

Lessor shall be responsible for compliance with all State statutes and local governmental plans for recycling of materials. Lessee acknowledges that if source separation is required by statute, policies, and/or regulations, including Lessor's regulations or policies, then the Lessee shall be responsible for said source separation.

## **19. Condemnation**

- 19.1. If the leased premises or the building or any material part of either shall be condemned for public use, then and in that event, upon vesting of title to the same for such public use, this Lease shall terminate. In the event of such termination of this Lease, all rent paid in advance shall be apportioned and refunded as of the date of such termination.
- 19.2. Notwithstanding the foregoing, if only a part of the leased premises shall be so taken and the part not so taken shall be appropriate and sufficient for the operation of the Lessee's business, Lessee shall have the option to retain the part not so taken and there shall be a proportional reduction in the rent.

## **20. Alterations to Leased Premises**

- 20.1. The Lessee shall have the right, option, and privilege of renovating or modifying the leased premises at its own cost and expense when in the Lessee's judgment, same may be deemed necessary for its purpose. Such renovations and modifications may include, but shall not be limited to, standard office partitions, railings, doors, gates, counters, lighting fixtures, signs, and such other equipment necessary to the Lessee's occupancy of the leased premises for the purpose of doing business.
- 20.2. The Lessee shall make no other alterations or additions to the leased premises without the prior written consent of the Lessor, which consent the Lessor shall not withhold unreasonably.
- 20.3. Any rehabilitation and renovation required by the Lessee will be in accordance with plans and specifications which will be mutually agreed upon. Any rehabilitation and renovation will begin after this Lease is signed by both parties.
- 20.4. **Painting**
  - 20.4.1. The Lessee, subject to Lessor's approval, which shall not be unreasonably withheld, may repaint painted surfaces within the leased premises in colors and finishes it so chooses. The Lessee is hereby obligated to bear the cost and expense of the painting, and all other associated costs, including but not limited to furniture movement, and such cost and expense shall not be reimbursable by the Lessor.

## **20.5. Re-carpeting**

- 20.5.1. The Lessee, subject to Lessor's approval, which shall not be unreasonably withheld, may carpet and/or re-carpet all high traffic and meeting / waiting areas in materials and colors it so chooses. The Lessee is hereby obligated to bear the cost and expense of carpeting, padding, and installation and expense shall not be reimbursable by the Lessor.
- 20.5.2. All replacement carpeting should at a minimum be of quality, kind, and grade as approved by Lessor.

## **21. Default by the Lessor**

- 21.1. At any time after the Lease Commencement Date, in the event the Lessor fails to provide any facilities or services required of it or to perform in accordance with its obligations as specified in this Lease, Lessee shall be entitled to give written notice to the Lessor that, in the event Lessor fails to cure or commence to cure such failure within thirty (30) days following the Lessee's notice or provide a reasonable explanation as to why the cure cannot take place within that time period, the Lessee shall have the right to furnish or provide the said facilities or services and to deduct the cost and expense thereof from the monthly installments payable to the Lessor.
- 21.2. In the event the Lessee exercises its right to furnish or provide the said facilities or services to cure said failures, the Lessee shall have the right to deposit its payment of the monthly installments payable to the Lessor in an escrow account established for that purpose until such time as the costs to cure have been established and appropriate deductions can be made. In the event of such action, Lessee shall, by the due date of each rental payment, provide to Lessor documentation sufficient to substantiate that the amount of the rental payment had been placed into escrow.

## **22. Liability of Lessee and Lessee's Insurance**

- 22.1. Lessee may at its option obtain and maintain all-risk property insurance for Lessee's personal property and Lessee's leasehold improvements, if any, on the leased premises. Lessee shall not submit any claims with the State of New Jersey regarding the loss or damage to Lessee's personal property or leasehold improvements.
- 22.2. Any claims against Rowan College at Gloucester County, its employees, etc. arising out of the use of the leased premises shall be made to:

Dominick J. Burzichelli  
Vice President and Chief Operating Officer  
1400 Tanyard Rd  
Sewell, NJ 08080  
(856) 415-2292  
dburzichelli@rcgc.edu

### **23. Liability of Lessor and Lessor's Insurance**

- 23.1. Lessor is an agency of the State of New Jersey. Any agreement signed on behalf of the State of New Jersey by a State official shall be subject to all of the provisions of the New Jersey Tort Claims Act (NJSA 59:1-1 et seq.), the New Jersey Contractual Liability Act (NJSA 59:13-1 et seq.), and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligation of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act. The Act also creates a fund and provides for payment of claims under the Act, including claims alleging professional errors and/or omissions, against the State of New Jersey or against its employees for which the State is obligated to indemnify against tort claims, which arise out of the performance of their duties. Attorney General, Division of Law, Claims Service Section, Richard J. Hughes Justice Complex, 25 Market Street, P.O. Box 112, Trenton, NJ 08625-0112.
- 23.2. Lessor hereby waive its right and the rights of its subsidiaries and affiliates, to recover from the Lessee for any unintentional damages which would ordinarily be covered by a standard special form property insurance policy including business interruption and extra expense coverage.

### **24. Quiet Enjoyment**

- 24.1. The Lessor agrees that upon paying the rent and observing and performing all terms, covenants and conditions as required of the Lessee by the Lease, the Lessee shall peaceably and quietly have, hold, and enjoy the leased premises.

### **25. Affirmative Covenants Of Lessee**

- 25.1. Lessee shall, throughout the term of this Lease, pay the rent and all other charges herein reserved as rent on or before the 5<sup>th</sup> day of each Academic Month, beginning on September 1, 2017, to ROWAN UNIVERSITY.
- 25.2. Lessee shall, throughout the term of this Lease without demand, keep and maintain the premises as follows: clean and free of excessive dirt and generally keep and maintain the premises in as good order as it is at the Commencement Date, ordinary wear and tear alone excepted.
- 25.3. Lessee shall, throughout the term of this Lease, comply with all the terms of any State or Federal statute or local ordinance or regulation applicable to Lessee or its manner of use of the premises, and save, indemnify, defend, and hold Lessor harmless from penalties, fines, costs, or damages resulting from failure to do so.
- 25.4. Lessee shall peaceably deliver up and surrender possession of the premises in a broom-swept condition at the expiration or sooner termination of the Lease thereof, promptly delivering to Lessor all keys to the premises and building and surrender the premises and building in the same good order and repair as it was at the Lease Commencement Date, ordinary wear and tear alone excepted.

25.5. Lessee shall, upon termination of the Lease for any cause whatsoever other than Lessor's default, remove from the premises all of Lessee's personal property.

## **26. Event of Default**

26.1. An "Event of Default" shall occur if Lessee:

26.1.1. Does not pay in full when due any and all installments of rent or any other charge or payment herein reserved, included, or agreed to be treated or collected as rent and/or any other charge, expense, or cost herein agreed to be paid by Lessee; or

26.1.2. Violates or fails to perform or otherwise breaks any covenant, agreement, or obligation under this Lease; or

26.1.3. Becomes insolvent, or makes an assignment for the benefit of creditors, or files a petition in Bankruptcy, or is subject to an involuntary bankruptcy proceeding, or is adjudicated bankrupt, or is subject to a bill in equity or other proceeding for the appointment of a receiver, or is subject to or initiates proceedings for reorganization or for composition with creditors under any State or Federal Law, or if its real or personal property shall be levied upon or sold.

26.2. Anything herein contained to the contrary notwithstanding, anything which would otherwise be an event of default by Lessee hereunder shall not be an event of default unless:

26.2.1. Lessee shall have failed to correct the alleged event of default within a period of thirty (30) days thereafter, or, if the alleged default be one which cannot with due diligence be cured within said thirty (30) day period, within such additional period as is mutually agreed between Lessor and Lessee and which is reasonably necessary to correct the alleged event of default, provided that Lessee diligently pursues the curing of the alleged event of default with the initial thirty (30) day period and shall thereafter diligently pursue the curing of the alleged event of default during the extended mutually agreed period.

## **27. Lessor's Remedies**

27.1. As used hereinafter, the term "Default Rent" refers to the amount of the whole balance of rent for the entire balance of the Initial Term and Extended Term for which Lessee has become bound, or any part of such charges and any other damages due to Lessor from Lessee under this Lease from and after the date of occurrence of an Event of Default.

27.2. Upon the occurrence of any Event of Default Rent:

- 27.2.1. Lessor may declare the Default Rent or any part of such charges and any other damages due to Lessor from Lessee under this Lease to be due and payable within thirty (30) days.
- 27.2.2. Lessor may terminate this Lease by sending to Lessee a written Notice of Termination no less than thirty (30) days before the Termination date and thereby immediately, upon such thirtieth (30<sup>th</sup>) day, without the need to take any further action, terminate, cancel, and extinguish all of Lessee's rights of possession and occupancy to or in the premises. Lessee shall have the right cure Default Rent within the thirty (30) day grace period.
- 27.2.3. Lessor may relet the premises or any part or parts thereof to such person or persons as may, in Lessor's discretion, be best; and Lessee shall be liable for any loss of Default Rent. In the event that Lessor relets the premises or any part or parts thereof at a rent higher than the Lessee's rent, Lessee shall have no claim for such excess rents. Any such re-entry or re-letting by Lessor under this section shall be without prejudice to Lessor's claim for actual damages (including but not limited to the costs of reletting), and shall under no circumstances, release Lessee from liability for the payments of Default Rent and such damages arising out of the breach of any of the covenants, terms, and conditions of this Lease.
- 27.3. Should Lessee fail to cure an Event of Default within the applicable grace period, Lessor may exercise "self-help" remedies to regain possession of the premises or bar Lessee from entry into the premises, provided that Lessor does so at all times in a peaceful manner.
- 27.4. Lessor may exercise all or any of the rights granted to a landlord in law or in equity upon an Event of Default by a tenant under a lease including, without limitation, termination of the Lease and a suit to recover damages for such breach in an amount equal to the amount of rent reserved for the balance of the term.
- 27.5. Lessor or its mortgagee, if any, of the premises may (but shall not be obligated to do so) cure such Event of Default and the cost thereof shall be added to the next monthly installment of rent payable under this Lease.
- 27.6. Lessor's remedies under this Lease shall be cumulative and concurrent.

## **28. Waiver**

Any waiver by a party of a breach by the other party under this Lease shall be limited to a particular breach so waived by said first party and shall not be deemed a waiver of any other remedy by said first party.

## **29. Parking**

Lessor shall be responsible for the maintenance and repair of the leased premise's asphalt parking lot. Parking permits are required to park on Lessor's campus.

### **30. Security**

Security for the leased premises is the responsibility of the Lessor. The Lease described herein does not include any provision for electronic or manned security services to the leased premises.

### **31. No Remote or Speculative Damages**

In no event shall Lessor or Lessee be liable one to the other for any **remote or speculative** damages, whether based upon contract, negligence, tort, or other theory of law.

### **32. Signage**

Lessor shall permit Lessee to erect an exterior identifying sign at Lessee's expense and with Lessor's prior approval, which shall not be unreasonably withheld. The sign shall be in conformity with the character of Rowan University buildings and signage. Lessee will obtain approval from appropriate city/county authorities and the sign will conform to all applicable ordinances.

### **33. Force Majeure**

Any delays or failure by either party in its performance hereunder (excepting however, with respect to the obligation to pay money hereunder) shall be excused if, and to the extent caused by decrees, or restraint of Government, Acts of God, strikes, labor "holidays" or coercive action of workmen, fire, flood, windstorm, explosion, riots, war, sabotage, freight embargoes, or any other causes beyond reasonable control of the affected party (each, a "Force Majeure"), provided that the affected party has provided reasonable notice to the other party and makes reasonable efforts to overcome the Force Majeure

### **34. Integration**

This agreement and the attachments hereto embody the entire agreement and understanding between the parties, and supersede all prior agreements and understandings, both written and oral, between the parties, relating to the subject matter herein. All modifications, waivers, and amendments hereto must be made in writing and signed by both parties.

### **35. Liability of the State of New Jersey**

This Lease is not an obligation of the State of New Jersey or any political subdivision thereof nor shall the State or any political subdivision thereof be liable for any of the obligations under this Lease. Nothing contained in this Lease shall be deemed to pledge the general credit or taxing power of the State or any political subdivision thereof.

### **36. Subleasing and Assignment**

Lessee shall not have the right to sublet the property, assign the property or otherwise convey any or all rights or interests which the Lessee may have in the property or in this Lease Agreement without prior written consent of Lessor.



### **37. Jurisdiction**

Jurisdiction of any action hereunder shall lie in a court of competent jurisdiction in the State of New Jersey and shall be construed in accordance with the laws of the State of New Jersey applicable to contracts made and performed in the State of New Jersey.

### **38. Construction of Agreement**

Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under the applicable law, but if any provision of this agreement shall be held to be prohibited or invalid, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this agreement.

### **39. Electronic Execution and Delivery; Counterparts**

This Lease may be signed by in any number of counterparts, each of which shall be deemed an original, and, when taken together, shall constitute one valid and binding Lease. The parties acknowledge and agree that, notwithstanding any law or presumption to the contrary, a telefaxed, or emailed electronic image or copy, of any signature of either party, whether upon this Lease or any related document, shall be deemed valid and binding and effective, and shall be admissible in any court or proceeding, by either party against the other, as if same were an original ink signature.

**<signatures appear on following page>**

IN WITNESS THEREOF, the parties hereto, duly authorized, have executed this Lease as of the date of the last signing party, which date shall be entered on the first page of this Lease (hereinafter referred to as the "Date of Execution of Lease").

**FOR THE LESSOR:**

Witnessed or Attested by

**ROWAN UNIVERSITY**

\_\_\_\_\_

By: \_\_\_\_\_

**Joseph F. Scully**  
Senior Vice President for Finance  
and the Chief Financial Officer

Date Signed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FOR THE LESSEE:**

Witnessed or Attested by

**ROWAN COLLEGE AT GLOUCESTER  
COUNTY**

\_\_\_\_\_

By: \_\_\_\_\_

  
**Dominick J. Barzichelli**  
Vice President & Chief Operating Officer

Date Signed: 7/5/17

**EXHIBIT "A"**

**LEASED PREMISES**

## **SCHEDULE "A"**

### **LESSEE'S RULES AND REGULATIONS**

1. **OBSTRUCTIONS TO FREE ACCESS**

The sidewalks, driveways, entrances, vestibules, corridors, elevators, stairways and fire escapes of the building must not be obstructed by the Lessee or used for any purpose other than ingress and egress.

2. **DAMAGE TO PREMISES**

In case of any destruction or damage done to walls, doors, windows, floor covering, elevators, plumbing fixtures, lighting fixtures, HVAC equipment or any other part of the building which is caused by carelessness, negligence or improper conduct on the part of the Lessee, its agents, employees, clients or invitees, the Lessee shall repair or replace damaged parts of the building at the Lessee's expense.

3. **INTENDED USE OF PREMISES**

Lessee may not use the occupied premises, or any part of it, for any purpose other than its intended use without the consent of the Lessor. If any modifications are required to the building or its systems because of a change of use, the cost and expense of the modification must be paid for by the Lessee.

4. **ILLEGAL USE AS SLEEPING QUARTERS**

The use of rooms as sleeping apartments is prohibited, unless they were constructed for this intended purpose.

5. **LOCK UP AT CLOSE OF DAY**

Lessee must see that all windows and doors are closed and securely locked and that all lights and other electrical apparatus not in use are turned off at the end of each day before leaving the building.

6. **TAMPERING WITH HVAC SYSTEMS**

The Lessee may not in any way adjust or make modifications to thermostats, diffusers, dampers or any other part of the HVAC system in order to exceed the temperature recommendations established under the Standard Specifications. In the event that such adjustments or modifications create a need for rebalancing or repairs to the system, such repairs are to be made at the cost and expense of the tenant.

7. **TELECOMMUNICATIONS EQUIPMENT**

Lessee may install electrical signaling telegraphic, telephonic equipment, or other wire and/or equipment. The installation will be done at the cost and expense of the Lessee and in compliance with all local ordinances and codes.

8. **USE OF OUTSIDE SILLS AND LEDGES**

Lessee may place objects/banners on the outside of the building or on the windows, window sills or projections as long as said objects/banners are in compliance with all local ordinances and codes.

9. **ACCESS TO ROOF**

If applicable, no employee of the Lessee may go upon the roof (s) of the building.

10. **ADDITIONAL LOCKS**

Lessee may place personal locks upon any entrance doors of the premises with notice to Lessor. Lessee shall be permitted to place locks on private executive offices within the leased premises. Upon vacating the space at the termination of the Lease, the Lessee must leave all windows and doors in the same condition as they were on the date of occupancy, and must then surrender all keys to the owner.

11. **BICYCLES AND VEHICLES**

No bicycles or vehicles of any kind may be brought into or stored in any building, unless specifically permitted.

12. **ANIMALS**

No animals may be brought into or kept in any building, unless the animals are trained to assist handicapped persons and are there to perform such services.

13. **EXTENSION CORDS**

Extension cords, three-way adapters, ground adapters and other similar items are prohibited, unless they conform to the applicable fire safety code and are approved by Lessor. Surge suppressors are not considered extension cords for purposes of this provision, provided they conform to the applicable fire safety codes.

14. **HEATING UNITS**

Portable electric heating units are prohibited unless they are approved by Lessor and conform to the applicable fire safety codes.

15. **ELECTRICAL EQUIPMENT STANDARDS**

Use of non-U.L. labeled electrical equipment is prohibited.

16. **SECURITY SYSTEMS**

Installation and maintenance of any additional security systems beyond what is installed in the premises at the commencement of this Lease are the responsibility of the Lessee.

17. **SPECIALTY EQUIPMENT**

Where specialty equipment, such as, but not limited to, computer room HVAC equipment, is installed by the Lessor at the request of the Lessee, the Lessee shall bear the sole responsibility for the cost of the maintenance, upkeep and compliance with regulations governing the existence and usage of said equipment.

## EXHIBIT B

### Bozorth Hall

#### Technology and Equipment

Room	Type	Rowan technology that will remain in Bozorth Hall	Comments
112	Auditorium	Lectern and lectern cable infrastructure	RU: The parties share shall the auditorium RCGC shall bear all costs associated with modifying the control system
		NEC projector	
		Lenovo PC w/display	
		Crestron projector control	
107	Classroom	Furman audio control	Pixie Controller Installed
		Lectern and lectern cable infrastructure	
		NEC projector	
		Lenovo PC w/display	
108	Classroom	Simple model projector control	Pixie Controller Installed
		Furman audio control	
		Lectern and lectern cable infrastructure	
		NEC projector	
114	Classroom	Lenovo PC w/display	Pixie Controller Installed
		Simple model projector control	
		Furman audio control	
		Lectern and lectern cable infrastructure	
118	Classroom	NEC projector	Pixie Controller Installed
		Lenovo PC w/display	
		Simple model projector control	
		Furman audio control	
129	Classroom	Lectern and lectern cable infrastructure	Pixie Controller Installed
		NEC projector	
		Lenovo PC w/display	
		Pixie projector control	
130	Classroom	Furman audio control	Pixie Controller Installed
		Lectern and lectern cable infrastructure	
		NEC projector	
		Lenovo PC w/display	
131	Classroom	Pixie projector control	Pixie Controller Installed
		Furman audio control	
		Lectern and lectern cable infrastructure	
		NEC projector	



132 Classroom		Rowan will retain exclusive use of Room 132 and all of its current contents and technology	
133 Teaching Lab	Lectern and lectern cable infrastructure x2 NEC projector x2 Pixie projector control	Pixie Controller Installed	
<b>Rowan Support for Bozorth Hall - RCGC Computer Venues</b>			
Tier 1	Initial responder		
Rowan	Basic computer troubleshooting (login, connectivity cable and wire disconnection): If RCGC's faculty, staff and students call regarding issues, (login or connectivity), Rowan will troubleshoot the problem and escalate to RCGC Technical Support for further assistance.		network
	PC/Laptop support – Layer 1: If users are unable to get a PC or Laptop to boot or if the computer in question is not displaying an image, will troubleshoot and relay the problem to RCGC Technical Support for further assistance.		Rowan
	BYOD Support for Students and Faculty: Support must be given for users that bring their own devices on campus to connect to the RCGC wireless. If the problem persists beyond user error or credentials, the request will be escalated to RCGC Technical Support.		If
	Projector lamp replacement		
	Projector trouble-shooting		
	Printer Support: The building will support two (2) network printers that are linked to the RCGC print management system. Support is limited toner cartridges and clearing paper jams. Problems that cannot be resolved must be escalated to RCGC Technical Support.		installing
<b>General Maintenance</b>			
RCGC	RCGC is responsible for all maintenance and associated costs.	RCGC is responsible for all costs associated with replacing equipment.	
	RCGC may re-image and reconfigure all equipment to their standards and connect the equipment to the RCGC network as defined above.		
	RCGC will supply VoIP phones		
	RCGC's faculty, staff and students will be incorporated into Rowan's Emergency Alert System.		
<b>Networking</b>			
	Rowan IRT will provide space in the Bozorth network closet (co-located with Rowan equipment) to include power, AC, etc.		
	Rowan IRT, together with RCGC, will transfer network connectivity from the Rowan network for all rooms identified to the RCGC network to be occupied by RCGC		
	Rowan IRT will provide network connectivity (copper Ethernet), as well as an IP address (2) , to RCGC for the connection of their firewall		

RCGC will provide a Cisco ASA to create a VPN tunnel to RCGC main campus	
RCGC will provide all required switches to enable the connection of network ports to their equipment	
Rowan IRT will remove all wireless access points from all rooms identified to be occupied by RCGC. Auditorium will have RU and RCGC wireless presence at Rowan's cost.	simultaneously
RCGC will provide all required wireless access points and connect them to the network jacks currently used by Rowan wireless access points.	
Rowan IRT NSS-Networking will provide basic support for the network on an as-needed basis (reboot device, etc.). Anything beyond basic troubleshooting will be the responsibility of RCGC.	be
Rowan IRT NSS-Networking will NOT provide support for any logical RCGC switch configuration and installation.	
<b>Other</b>	
Classroom Technology Tier 1 will be supported by Rowan University and will include:	
Replacement of Projector Lamps during RU Support Hours (supplied by RCGC)	Rowan hours apply
Troubleshooting of Projector during RU Support Hours (Lamp Timer Failure, Power Outage Reboots)	Rowan hours apply
Troubleshooting of Audio during RU Support Hours (Ferman Amplifier power)	Rowan hours apply
Assistance with Classroom Technology in large Auditorium	Rowan hours apply



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR THE  
LIGHTING REPLACEMENT TO THE BOOKSTORE PROJECT  
(Pursuant to N.J.S.A. 19:44A-20.4 – Non-Fair and Open Process)**

**WHEREAS**, Rowan College at Gloucester County is in need of lighting replacement in the Bookstore; and

**WHEREAS**, County Contract Law (18A:64A-25.3) does not require public advertising if the purchases do not exceed \$35,300; and

**WHEREAS**, the College solicited three (3) quotes for the lighting replacement project at the Bookstore; and

**WHEREAS**, the Vice President and Chief Operating Officer has determined that the total value of contract will exceed \$17,500; and

**WHEREAS**, the New Jersey Local Unit Pay to Play Law, N.J.S.A. 19:44A-20.4, *et seq* provides that when the values of a contract with a vendor exceeds \$17,500, that vendor is subject to the Pay-to-Play law; and

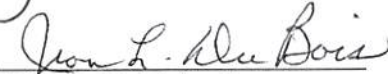
**WHEREAS**, Ray Angelini Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that neither Ray Angelini, nor anyone with an interest in it has, during the one year period preceding the award of the contract made a reportable campaign contribution (as defined by N.J.S.A. 19:44A-20.4, *et seq.*) to any County committee of a political party in the County of Gloucester if a member of that political party is serving in an elective public office of the County of Gloucester at the time that the contract is awarded, or to any candidate committee of any person serving in an elective public office of the County of Gloucester when the contract is awarded, and that the contract will prohibit from making any reportable contributions through the term of the contract; and

**WHEREAS**, the Vice President and Chief Operating Officer certifies the funds are available; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Rowan College at Gloucester County on the 25th day of July, 2017 that the President or his designee are authorized to enter into contract with Ray Angelini Inc. of Sewell, New Jersey for the lighting replacement to the Bookstore Project in the amount of \$33,150.00..

**ADOPTED** at the regular scheduled meeting of the Board of Trustees of Rowan College at Gloucester County held July 25, 2017.

  
Gene J. Concordia, Chairperson

Attested:   
Jean L. DuBois, Secretary







**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR THE  
LIGHTING REPLACEMENT TO THE ACADEMIC SUPPORT CENTER  
ROOMS 601 AND 602**

**(Pursuant to N.J.S.A. 19:44A-20.4 – Non-Fair and Open Process)**

**WHEREAS**, Rowan College at Gloucester County is in need of lighting replacement in the Academic Support Center rooms 601 and 602; and

**WHEREAS**, County Contract Law (18A:64A-25.3) does not require public advertising if the purchases do not exceed \$35,300; and

**WHEREAS**, the College solicited three (3) quotes for the lighting replacement project in the Academic Support Center rooms 601 and 602; and

**WHEREAS**, the Vice President and Chief Operating Officer has determined that the total value of contract will exceed \$17,500; and

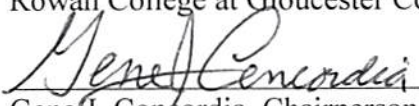
**WHEREAS**, the New Jersey Local Unit Pay to Play Law, N.J.S.A. 19:44A-20.4, *et seq* provides that when the values of a contract with a vendor exceeds \$17,500, that vendor is subject to the Pay-to-Play law; and

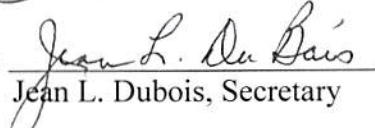
**WHEREAS**, Ray Angelini Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that neither Ray Angelini, nor anyone with an interest in it has, during the one year period preceding the award of the contract made a reportable campaign contribution (as defined by N.J.S.A. 19:44A-20.4, *et seq.*) to any County committee of a political party in the County of Gloucester if a member of that political party is serving in an elective public office of the County of Gloucester at the time that the contract is awarded, or to any candidate committee of any person serving in an elective public office of the County of Gloucester when the contract is awarded, and that the contract will prohibit from making any reportable contributions through the term of the contract; and

**WHEREAS**, the Vice President and Chief Operating Officer certifies the funds are available;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Rowan College at Gloucester County on the 25th day of July, 2017 that the President or his designee are authorized to enter into contract with Ray Angelini Inc. of Sewell, New Jersey for the lighting replacement to the Academic Support Center rooms 601 and 602 in the amount of \$30,750.00..

**ADOPTED** at the regular scheduled meeting of the Board of Trustees of Rowan College at Gloucester County held July 25, 2017.

  
Gene I. Concordia, Chairperson

Attested:   
Jean L. Dubois, Secretary





**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR THE  
CONSTRUCTION OF A LABRYNTH GARDEN  
(Pursuant to N.J.S.A. 19:44A-20.4 – Non-Fair and Open Process)**

**WHEREAS**, Rowan College at Gloucester County is in need of a vendor to construct a Labrynth Garden; and

**WHEREAS**, County Contract Law (18A:64A-25.3) does not require public advertising if the purchases do not exceed \$35,300; and

**WHEREAS**, the College solicited three (3) quotes for the construction of a Labrynth Garden; and

**WHEREAS**, the Vice President and Chief Operating Officer has determined that the total value of contract will exceed \$17,500; and

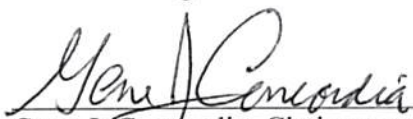
**WHEREAS**, the New Jersey Local Unit Pay to Play Law, N.J.S.A. 19:44A-20.4, *et seq* provides that when the values of a contract with a vendor exceeds \$17,500, that vendor is subject to the Pay-to-Play law; and

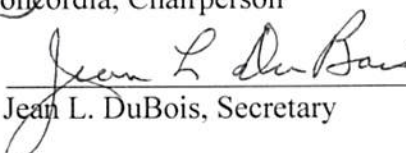
**WHEREAS**, Ledden Palimeno has completed and submitted a Business Entity Disclosure Certification which certifies that neither Ledden Palimeno, nor anyone with an interest in it has, during the one year period preceding the award of the contract made a reportable campaign contribution (as defined by N.J.S.A. 19:44A-20.4, *et seq.*) to any County committee of a political party in the County of Gloucester if a member of that political party is serving in an elective public office of the County of Gloucester at the time that the contract is awarded, or to any candidate committee of any person serving in an elective public office of the County of Gloucester when the contract is awarded, and that the contract will prohibit from making any reportable contributions through the term of the contract; and

**WHEREAS**, the Vice President and Chief Operating Officer certifies the funds are available; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Rowan College at Gloucester County on the 25th day of July, 2017 that the President or his designee are authorized to enter into contracts with Ledden Palimeno of Sewell, New Jersey for the construction of a Labrynth Garden in the amount of \$29,806.

**ADOPTED** at the regular scheduled meeting of the Board of Trustees of Rowan College at Gloucester County held July 25, 2017.

  
Gene J. Concordia, Chairperson

Attested:   
Jean L. DuBois, Secretary







**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR THE  
PURCHASE AND DELIVERY OF A DODGE TRUCK  
(Pursuant to N.J.S.A. 19:44A-20.4 – Non-Fair and Open Process)**

**WHEREAS**, Rowan College at Gloucester County is in need of a Dodge truck; and

**WHEREAS**, County Contract Law (18A:64A-25.3) does not require public advertising if the purchases do not exceed \$35,300; and

**WHEREAS**, the College solicited three (3) quotes for the purchase and delivery of a Dodge Truck; and

**WHEREAS**, the Vice President and Chief Operating Officer has determined that the total value of contract will exceed \$17,500; and

**WHEREAS**, the New Jersey Local Unit Pay to Play Law, N.J.S.A. 19:44A-20.4, *et seq* provides that when the values of a contract with a vendor exceeds \$17,500, that vendor is subject to the Pay-to-Play law; and

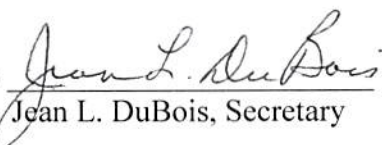
**WHEREAS**, Spirit Dodge of Swedesboro N.J. has completed and submitted a Business Entity Disclosure Certification which certifies that neither Spirit Dodge, nor anyone with an interest in it has, during the one year period preceding the award of the contract made a reportable campaign contribution (as defined by N.J.S.A. 19:44A-20.4, *et seq.*) to any County committee of a political party in the County of Gloucester if a member of that political party is serving in an elective public office of the County of Gloucester at the time that the contract is awarded, or to any candidate committee of any person serving in an elective public office of the County of Gloucester when the contract is awarded, and that the contract will prohibit from making any reportable contributions through the term of the contract; and

**WHEREAS**, the Vice President and Chief Operating Officer certifies the funds are available; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Rowan College at Gloucester County on the 25th day of July, 2017 that the President or his designee are authorized to enter into contracts with Spirit Dodge of Swedesboro, New Jersey for the purchase and delivery of a Dodge Truck in the amount of \$35,000.

**ADOPTED** at the regular scheduled meeting of the Board of Trustees of Rowan College at Gloucester County held July 25, 2017.

  
Gene J. Concordia, Chairperson

Attested:   
Jean L. DuBois, Secretary





RESOLUTION OF THE BOARD OF TRUSTEES OF  
ROWAN COLLEGE AT GLOUCESTER COUNTY  
AWARDING RANK OF PROFESSOR EMERITA

**Anna Fitzpatrick**

**WHEREAS**, the Rowan College at Gloucester County Board of Trustees honors outstanding retirees by bestowing upon them the rank of Professor Emerita; and

**WHEREAS**, the President has recommended that **Anna Fitzpatrick** be awarded the rank of Professor Emerita. Anna Fitzpatrick earned her bachelor's degree from The Pennsylvania State University and her master's from Temple University. She came to Gloucester County College in 1976 as an Instructor. For 40 years, she taught a wide array of courses including short hand, computerized office administration, Microsoft Office, accounting, and computer literacy; and

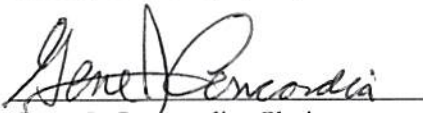
**WHEREAS, Anna Fitzpatrick**, made numerous contributions, including the introduction of technology to the campus and the transition to the office technology used today in the classroom and in business. She was also active in the division and in college community, participating in the Program Review Committee and as an active member of the RCGC Chapter of the American Association of Women in Community Colleges; and

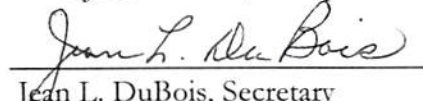
**WHEREAS, Anna Fitzpatrick** taught and influenced the lives of thousands of students.

**NOW THEREFORE BE IT RESOLVED** that in recognition of her 40 years of exemplary service, dedication and loyalty to the Rowan College at Gloucester County community, Anna Fitzpatrick be awarded the rank of Professor Emerita, including all the rights and privileges thereof, upon her retirement.

**BE IT FURTHER RESOLVED** that a copy of this resolution be made a part of the official minutes of the Board of Trustees and that a copy be forwarded to Anna Fitzpatrick as a token of the Board's recognition and appreciation for her services.

**ADOPTED** at a meeting of the Board of Trustees of Rowan College at Gloucester County held on July 25, 2017.

  
Gene J. Concordia, Chairperson

  
Jean L. DuBois, Secretary







**RESOLUTION TO GRANT ACADEMIC SERVICES PERMISSION TO APPLY AND UPON AWARD, ACCEPT FUNDING FOR THE NEW JERSEY COUNCIL OF COUNTY COLLEGES, CENTER FOR STUDENT SUCCESS, COLLEGE READINESS NOW IV GRANT IN THE AMOUNT OF \$47,580.**

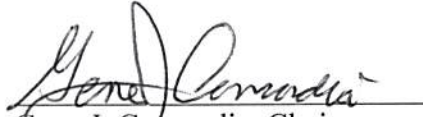
**WHEREAS**, Rowan College at Gloucester County's Board of Trustees hereby certifies that permission has been granted to Academic Services to apply, and upon award, accept funding from the New Jersey Council of County Colleges, Center for Student Success, College Readiness Now IV Grant program; and

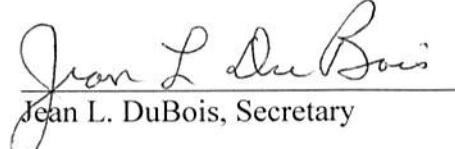
**WHEREAS**, the period of the program will be August 1, 2017, to August 31, 2018, in the amount of \$47,580; and

**WHEREAS**, funds will be utilized to support opportunities that promote college readiness of students in county high schools; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Rowan College at Gloucester County hereby authorizes and directs the approval of the resolution for Academic Services to apply and upon award, accept funding from the New Jersey Council of County Colleges, Center for Student Success, College Readiness Now IV Grant for the period of August 1, 2017, to August 31, 2018, in the amount of \$47,580.

**ADOPTED** at the regular scheduled meeting of the Board of Trustees of Rowan College at Gloucester County held July 25, 2017.

  
Gene J. Concordia, Chairperson

Attested:   
Jean L. DuBois, Secretary





**RESOLUTION TO GRANT CENTER FOR PEOPLE IN TRANSITION  
PERMISSION TO APPLY AND UPON AWARD, ACCEPT FUNDING FOR  
THE DISPLACED HOMEMAKERS GRANT FROM NJ DEPARTMENT OF  
CHILDREN AND FAMILIES, DIVISION ON WOMEN, FOR THE PERIOD  
OF JULY 1, 2017 TO JUNE 30, 2018 IN THE AMOUNT OF \$123,280.00**

**WHEREAS**, Rowan College at Gloucester County's Board of Trustees hereby certifies that permission has been granted to the Center for People in Transition to apply and upon award, accept funding from the NJ Department of Children and Families, Division on Women for the Displaced Homemakers Grant; and

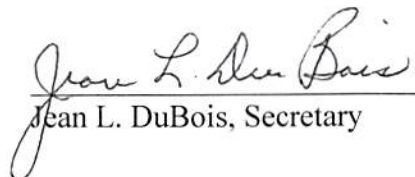
**WHEREAS**, the period of the program will be July 1, 2017 - June 30, 2018 in the amount of \$123,280.00; and

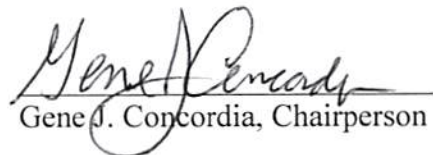
**WHEREAS**, the Center for People in Transition will assist displaced homemakers to become emotionally and economically self-sufficient through life skills training, education or vocational training and supportive services; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Rowan College at Gloucester County hereby authorizes and directs the approval of the resolution for the Center for People in Transition to apply and upon award, accept funding from NJ Department of Children, Division on Women for the Displaced Homemakers Grant for the period of July 1, 2017 - June 30, 2018 in the amount of \$123,280.00.

**ADOPTED** at the regular scheduled meeting of the Board of Trustees of Rowan College at Gloucester County held July 25, 2017.

Attested:

  
Jean L. DuBois, Secretary

  
Gene J. Concordia, Chairperson







**RESOLUTION TO GRANT ACADEMIC SERVICES PERMISSION TO APPLY AND UPON AWARD, ACCEPT FUNDING FOR THE CARL D. PERKINS CAREER AND TECHNICAL EDUCATION POSTSECONDARY GRANT FROM THE NEW JERSEY DEPARTMENT OF EDUCATION FOR THE PERIOD OF JULY 1, 2017, TO JUNE 30, 2018, IN THE AMOUNT OF \$240,532.**


**WHEREAS**, Rowan College at Gloucester County's Board of Trustees hereby certifies that permission has been granted to Academic Services to apply, and upon award, accept funding from the New Jersey Department of Education, Carl D. Perkins Career and Technical Education Postsecondary Grant program; and

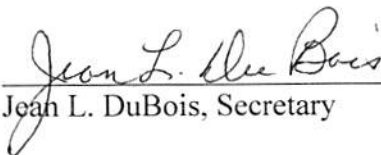
**WHEREAS**, the period of the program will be July 1, 2017, to June 30, 2018, in the amount of \$240,532; and

**WHEREAS**, funds will be utilized to develop more fully the academic, career and technical skills of postsecondary students enrolled in approved career and technical education programs; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Rowan College at Gloucester County hereby authorizes and directs the approval of the resolution for Academic Services to apply and upon award, accept funding from the New Jersey Department of Education, Carl D. Perkins Career and Technical Education Postsecondary grant for the period of July 1, 2017, to June 30, 2018, in the amount of \$240,532.

**ADOPTED** at the regular scheduled meeting of the Board of Trustees of Rowan College at Gloucester County held July 25, 2017.

  
Gene J. Concordia, Chairperson

Attested:   
Jean L. DuBois, Secretary





**BOARD RESOLUTION TO ACCEPT AND SIGN THE CONTRACT BETWEEN THE COUNTY OF CAMDEN AND ROWAN COLLEGE AT GLOUCESTER COUNTY FOR THE PROVIDER OF OCCUPATIONAL / EDUCATIONAL TRAINING SERVICES TO INDIVIDUALS THROUGH WORKFORCE INNOVATIONAL OPPORTUNITY ACT (WIOA) AND WORK FIRST NEW JERSEY (WFNJ) BEGINNING JULY 1, 2017 THROUGH JUNE 30, 2018.**

**WHEREAS**, Rowan College at Gloucester County's Board of Trustees hereby certifies that permission has been granted to accept and sign the Contract between the County of Camden and Rowan College at Gloucester County as a provider of Occupational & Educational services; and

**WHEREAS**, the period of the contract will begin July 1, 2017 through June 30, 2018; and

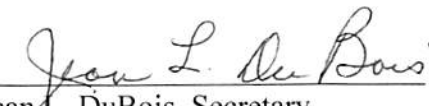
**WHEREAS**, this program is for the continuation to allow the County of Camden to refer appropriate candidates to RCGC for the provision of educational and/or occupational training services in classrooms to individuals who cannot obtain employment without said training, these services shall be paid via the Workforce Innovation Opportunity Act (WIOA) and Work First New Jersey (WFNJ) "training" funds;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Rowan College at Gloucester County hereby authorizes and directs the approval of the resolution to accept and sign the Contract between the County of Camden and Rowan College at Gloucester County as a provider of Occupational & Educational services;

**ADOPTED** at the regular scheduled meeting of the Board of Trustees of Rowan College at Gloucester County held July 25, 2017.

  
Gene J. Concordia, Chairperson

Attested:

  
Jean L. DuBois, Secretary







**RESOLUTION TO AUTHORIZE AND DIRECT THE APPOINTMENT OF ONE CANDIDATE AND THE REAPPOINTMENT OF ONE CANDIDATE TO THE GLOUCESTER COUNTY CULTURAL AND HERITAGE COMMISSION EFFECTIVE JULY, 2017.**

**WHEREAS**, the Gloucester County Cultural & Heritage Commission, under the auspices of Rowan College at Gloucester County is the designated agency in Gloucester County to receive the New Jersey State Council on the Arts Local Arts Program State/County Block Grant and the New Jersey Historic Commission Local History Development State/County Block Grant: and

**WHEREAS**, presently there is one vacancy and one reappointment on the commission; and

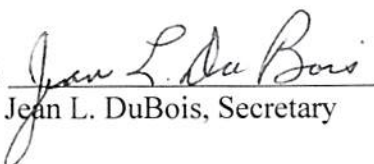
**WHEREAS**, the Gloucester County Cultural & Heritage Commission seeks approval by resolution from the Rowan College at Gloucester County Board of Trustees for the appointment and reappointment of the following:

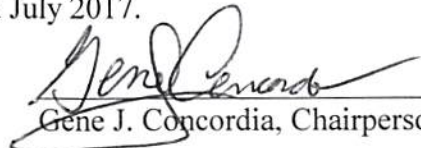
1. Noelle Snyder's *appointment* to the Gloucester County Cultural & Heritage Commission commencing July 2017 and ending July 2022.
2. Harry Schaeffer's *reappointment* to the Gloucester County Cultural & Heritage Commission commencing July 2017 and ending July 2022.

**WHEREAS**, both appointees are capable and appropriate candidates for service on the commission.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Rowan College at Gloucester County hereby authorizes and directs the above candidates be appointed to the Gloucester County Cultural & Heritage for a term commencing on July 28, 2017.

**ADOPTED** at the regular scheduled meeting of the Board of Trustees of Rowan College at Gloucester County held July 2017.

Attested:   
Jean L. DuBois, Secretary

  
Gene J. Concordia, Chairperson



**PERSONNEL ACTIONS**

**DATE: 07/25/2017**

The following Education/General Fund Actions are presented for Board of Trustee approval.

**(5) Five Appointments:**

Title	Reason for Vacancy	Name	Salary	Effective Date
Assistant Dean/Nursing	New Position	Stella Barber	\$65,000 per annum	7/5/2017
Team Coordinator Level V/Nursing & Allied Health	New Position	Denise Buttari	\$15.77 per hour	7/10/2017
Case Manager/Outreach Assistant CWC	Part Time to Full Time	Amber Hamlett	\$12.36 per hour	8/1/2017
Administrator/Academic Retention	Part Time to Full Time	Alycia Robertson	\$40,000 per annum, prorated	8/1/2017
Custodian	Resignation	Raymundo Quinones	\$14.45 per hour	7/10/2017

**(5) Five Reassignments:**

Title	Reason for Reassignment	Name	Salary	Effective Date
Shipping/Receiving Mail Clerk Level III	Resignation	Brenda Hepner	\$14.94 pre hour	6/26/2017
Faculty, English	Reassignment	Carthornia Kouroupos	\$42,500 per annum	9/1/2017
Assistant Bursar	Reassignment	Donna Salvia	\$32,000 per annum	6/26/2017
Cashier/Billing Clerk	Reassignment	Michelle Capanas	no change	7/31/2017
Counseling Advisor	Reassignment	Cheryl McBride	no change	7/26/2017

**(1) One Part-Time Hire:**

Title	Reason for Vacancy	Name	Salary	Effective Date
Oracle/DBA Programmer	Resignation	Edward Walters	\$46.15 per hour	7/26/2017

**(3) Three Faculty Promotions:**

Title	Name	Effective Date
Professor	Linda Canonica	9/1/2017
Associate Professor	Michelle Briles	9/1/2017
Assistant Professor	Barbara Taylor	9/1/2017

**(1) One Retirement:**

Position	Name	Effective Date
Executive Assistant to V.P. Academic Services	Susan Nikkels	11/1/2017

**(3) Three Additions to the 2017-2018 Adjunct List:**

Name	Division
Robert T. Wells	Liberal Arts
Yvonne Briddell	Liberal Arts
Sharon Andress	Nursing & Allied Health

**Recommendation to award the faculty rank of Professor to the following Academic Deans:**

- Dr. Patricia Claghorn-Business Studies
- Dr. Susan Hall-Nursing and Allied Health
- Mr. Frederick Madden-Law and Justice
- Dr. Brenden Rickards-STEM
- Dr. Paul Rufino-Liberal Arts

**Recommendation to appoint the following Faculty to Academic Department Chair (Academic Coordinator):**

- Jessica Jolly-Social Science/Humanities
- Marcela Stein-Savelski-Communications/English
- Natalka Pavlovsky-Fine and Performing Arts
- Charles Harkins-Education