



Rowan College
of SOUTH JERSEY
BOARD OF TRUSTEES MEETING

REGULAR SESSION MINUTES
September 3, 2019

Chair Gene Concordia called the Regular Session of the Board of Trustees of Rowan College of South Jersey to order at 6:04 p.m. in the Cafeteria Annex in the Eugene J. McCaffrey College Center on the Gloucester Campus.

Meg Resue, Special Assistant to 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 of South Jersey Board of Trustees was provided by the forwarding of a notice on July 15, 2019, to *The South Jersey Times*, *The Courier Post*, the Gloucester and Cumberland County Freeholder Directors, Education Liaisons, Administrators, and both campus college communities." Meg Resue then led the Pledge of Allegiance.

Roll call followed by Trustee Jean DuBois:

Members Present:

Ms. Ave' Altersitz
Mr. Gene Concordia
Mr. Len Daws
Ms. Jean DuBois
Ms. Garcia Balicki, Esq.
Mrs. Ruby Love
Mr. Ken Mecouch
Ms. Donna Perez
Ms. White-Coursey
Mr. Douglas Wills, Esq. (6:07 p.m.)
Dr. Frederick Keating, President, Ex-Officio

Members Absent

Rev. Dr. James Dunkins*
Mr. Benjamin Griffith

*Currently non-voting member pending NJ Governor's confirmation.

Executive Cabinet Present:

Mr. Dominick Burzichelli
Dr. James Piccone
Dr. Brenden Rickards

Advisors Present:

Mr. Chris Gibson, Esq.
Ms. Jennifer Hoxworth
Ms. Cheryl McBride

Others Present:

Lyman Barnes, Freeholder Education
Liaison

Chair Gene Concordia welcomed everyone for the evening and acknowledged Faculty representative Ms. Jennifer Hoxworth and College Assembly representative Ms. Cheryl McBride, and Gloucester County Freeholder Liaison Lyman Barnes.

STUDENT RECOGNITION – GLOUCESTER CAMPUS

As a precursor to introducing the leadership behind the Gloucester Campus' Phi Theta Kappa (PTK) Chapter and its student leadership team, President Keating spoke to the quality of this PTK Chapter as the “forerunner of who we are”, and of his intention to see RCSJ become a nationally recognized PTK “Honors College”. At the conclusion of his comments, he invited Judy Atkinson, VP, Student Services, Shawn Rutter, PTK Advisor, and Jasmari Arce, PTK Advisor to come forward to introduce the student leadership team, who were as follows:

Candice Giunta - Chapter President	Carla Reyes-Miller - Corresponding Secretary
Paige Starr - Executive VP	Mackenzie Vukicevich – VP of Membership
Nina Barone – VP of Fellowship	Anthony Hairston - VP of Scholarship
Gino Barone – VP of Leadership	Tori Thompson - VP of Service

Each student had the opportunity to tell the Board what the PTK experience has meant to them and how it changed them personally, and its influence on their educational and/or career path.

All of the students were presented with a Barnes & Noble gift card, after which photos were taken with their presenters and members of the RCSJ Board of Trustees.

At 6:29 p.m. a five-minute recess was called by Chair Concordia, and at 6:34 p.m. the meeting resumed.

AGENDA SPECIFIC PUBLIC COMMENT

No comments were received when asked by Chair Concordia.

ACCEPTANCE OF MINUTES

- The RCSJ August 6, 2019 Regular Session Meeting Minutes were approved as published.

FINANCE

At the request of Trustee Wills, Ms. Cheryl Lewis gave an update on the College's finances.

Informational Item: Combined RCSJ Financial Statements (inclusive of separate campus statements) for the month ending July 31, 2019: The monthly operating reports of revenues and expenditures were presented to the Board. (Statements attached)

On the recommendation of the President, Trustee Wills made a motion, seconded by Trustee DuBois and passed, to approve:
Gloucester County Insurance Commission (GCIC) Representative & Alternate. (resolution attached)

Tabled Item: the endorsement of RCSJ checks over to Cumberland County Campus Educational Foundation.

PLANNING/FACILITIES

At the request of Trustee Wills, Mr. Burzichelli, VP & COO reviewed the Campus Security Crime Statistics for both campuses and the listed agenda items. Dr. Keating mentioned that coming off of the transitional aspect of July and August and coming into being one College, both campuses opened for classes without a glitch, with both campuses never looking better. He acknowledged this hard work through the shared services agreement for maintenance with Cumberland County and the Gloucester Campus Facilities department.

Informational Items: Campus Safety Crime Statistics Reports – Rowan College of South Jersey Campus Safety Crime Statistics for August 1-19, 2019 (both campuses). (attached)

On the recommendation of the President, Trustee Wills made a motion, seconded by Trustee Love, with the following unanimously approved. (resolution attached)

1. The execution of lease and shared services agreement between the Cumberland County Board of Chosen Freeholders and Rowan College of South Jersey.

On the recommendation of the President, Trustee Wills made a motion, seconded by Trustee Altersitz, with the following unanimously approved. (resolutions attached)

1. An agreement between RCSJ, Cumberland and SHI International Corp.
2. An agreement between RCSJ, Gloucester and McGough Bus Company
3. Contract award between RCSJ, Gloucester and Dobson Turf Management
4. Contract award between RCSJ, Gloucester and Tozour-Trane Building Performance Services

PERSONNEL

On the recommendation of the President, Trustee Love made a motion, seconded by Trustee Balicki, with the following unanimously approving the following as presented: (attached)

1. Personnel Actions for the RCSJ Gloucester and Cumberland Campuses

ACADEMIC SERVICES

At the request of Trustee Griffith, Dr. Brenden Rickards, Vice President of Academic Services, provided an overview of his academic design going forward. Dr. Jim Piccone indicated he would provide his update a little bit later as noted on the agenda.

On the recommendation of the President, Trustee Balicki made a motion, seconded by Trustee Wills, to approve the following: (MOU and resolutions attached)

1. The signing of an MOU between RCSJ and Center For Family Services
2. Apply & Upon Approval, Accept Funding: for the Opportunity Partnership Grant with SARAX USA from the NJ Department of Labor & Workforce
3. Apply & Upon Approval, Accept Funding: for the NJ Free Community College Innovation Challenge, Community College Opportunity Planning Grant
4. To sign a contract between RCSJ and the County of Burlington as provider of Occupational and Educational Services

STUDENT SERVICES

At the request of Trustee Balicki, Judy Atkinson, VP, Student Services gave a report on the opening of semester on both campus with brisk activity welcoming all students. Ms. Atkinson indicated that the Gloucester Campus current headcount and credit hours statistics were down, however, as they will be actively registering students over the next ten days, she anticipates a leveling out of these numbers. As for the Cumberland Campus, she is happy to report that the current headcount and credit hours statistics are up, and for which she congratulated the Cumberland team's efforts.

INNOVATION & TECHNOLOGY

Josh Piddington, VP & CIO was unable to attend this evening's meeting, however, Dave Comfort, Executive Director, Programming and Project Management pinch hit and reported that the technology team has been busy to provide smooth opening and indicated, "everything is working, students are happy, faculty are happy".

Dr. Keating mentioned the College is exploring an ERP system suitable for both campuses that will replace outdated and mismatched systems. A vendor has been identified through NJ Edge and a multi-million dollar expenditure is on the horizon and due diligence will be given to cost and financing considerations.

Dr. Keating briefly discussed the development of an online division that would offer students a "third" campus option. He indicated to the Board that a presentation on the concept will be presented in near future.

CUMBERLAND BRANCH CAMPUS

Dr. Jim Piccone, VP & Chief Administrative Officer indicated there was a lot on activity on the Cumberland Campus as the semester opened. He highlighted a number of campus events, the hiring of a new athletic director, Mr. Jonathan Dijamco, that the campus now has thirty-two international students, most of whom are on the soccer team, with a few on the cross country team, all of which helped elevate enrollment. He mentioned the campus is proud of a 2014 Criminal Justice alumni who has gone on to be a major league pitcher for the Minnesota Twins: Cody Stashak, Number 61. Other highlights included Dr. Piccone mentioning there were 20 recent Practical Nursing graduates, the John Gibbs Memorial Ceremony on September 30th, the completion of the new Security ID system project, enrollment is at its highest level since 2010, summer graduation witnessed 151 degrees being awarded, and to finish out the report he showed a video about the campus' "Got Food" food pantry that was established to help fight student food insecurity.

FOUNDATION & ALUMNI RELATIONS

Cody Miller, Director, updated the Board on various fundraising events, and noted there have been 350 scholarships awarded totaling \$350,000 for the year, and there was also \$7000 awarded of the past year to students from the "Life Happens" that was established to support students experiencing financial hardships to get them over the finish line to graduation.

POLICY

Sandy Evans, Executive Assistant, President's Office provided the Trustees with an overview of the policy on the agenda for action.

On the recommendation of the President, Trustee Love made a motion, seconded by Trustee Perez, and unanimously approved the following policy:

1. Revised Policy 8007, Student Code of Conduct (attached)

INSTITUTIONAL ADVANCEMENT

Susan Nardelli, Special Assistant to the President provided an overview of the College's fall digital campaign which have been a team effort across two campuses and noted that there has and continues to be a lot of effort on developing general brand that tells the public who we. She also mentioned that the College had a recruitment table at the recent Tri-County Swim Meet and it was a great opportunity to get the College's name out there, in addition, we recently partnered with an outside agency to work on Rowan Choice to expand out further into the region to develop a larger presence, and we are also working on a upcoming ground breaking event for the new construction on campus.

PRESIDENT'S REPORT

Dr. Keating summarized the meeting reports to this point on the agenda and reviewed plans for redevelopment plans for both campuses.

The President introduced Dr. Mike Plagianakos and Dr. Maud Goodnight, along with Jannah Zubaidi, Assistant Director, Office of University Partnerships, to provide a presentation to the Board of Trustees on the University Centers on both the Gloucester and Cumberland Campuses (PowerPoint attached)

DATES-TO-REMEMBER

Meg Resue, Special Assistant to President and Board of Trustees reminder the Trustees of the next Board meeting on October 3rd and the Board Retreat to occur on October 22nd to be held on the Cumberland campus. She then read aloud the upcoming dates-to-remember, and indicated at their places they would find a copy for them to take with them.

PUBLIC PORTION

Chair Concordia asked if there were any comments from the Faculty and College Assembly representatives present, and then from the public. None were received.

CLOSED SESSION

At 7:58 p.m., Meg Resue read a resolution to go into Closed Session and it was announced that no further action would be taken for the evening. Trustee Wills made a motion to approve the resolution, seconded by Trustee DuBois. The motion was unanimously approved.

At 8:16 p.m., Trustee Love made a motion, seconded by Trustee Wills. The motion was unanimously approved to end the Close Session and return and adjourn the Regular meeting.

ADJOURNMENT

At 8:16 p.m., Trustee Love made a motion, seconded by Trustee Wills and passed to approve adjournment of the Regular meeting.

Respectfully submitted,

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

Jean L. DuBois, Secretary

Notes taken by Meg Resue


BOARD OF TRUSTEES MEETING

CLOSED SESSION MINUTES
September 3, 2019

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Members Present:

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Mr. Gene Concordia
Mr. Len Daws
Ms. Jean DuBois
Ms. Garcia Balicki, Esq.
Mrs. Ruby Love
Mr. Ken Mecouch
Ms. Donna Perez
Ms. White-Coursey
Mr. Douglas Wills, Esq.
President Keating, Ex-Officio (left mtg @ 8:07 p.m.)

Members Absent

Rev. Dr. James Dunkins*
Mr. Benjamin Griffith

Advisors Present:

Mr. Chris Gibson, Esq.
Mr. Dominick Burzichelli, VP, COO (left mtg @ 8:07 p.m.)

Others Present:

Mr. Lyman Barnes, Freeholder Education Liaison

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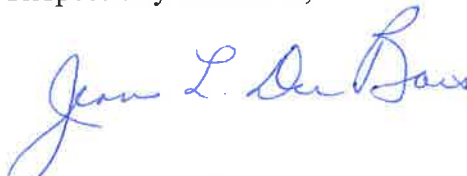
Litigation and Review of RCSJ President's Employment Agreement

President Keating and Mr. Burzichelli discussed two litigation cases with the Trustees – one long standing, one potential. Both the President and Mr. Burzichelli left the Closed Session at 8:07 p.m.

At approximately 8:08 p.m., the Board of Trustees discussed the President of Rowan College of South Jersey's employment agreement.

At 8:16 p.m., Trustee Love made a motion, seconded by Trustee Wills and unanimously approved to end the Close Session and return and adjourn the Regular meeting.

Respectfully submitted,



Jean L. DuBois, Secretary

ROWAN COLLEGE OF SOUTH JERSEY
MONTHLY OPERATING REPORT
FOR THE MONTH ENDING JULY 31, 2019

	7/31/2019		
	Budget Amount	Actual Y-T-D	Delta Y-T-D
Current Operating Revenues			
Educational and General			
Student Tuition - Credit	\$ 24,944,624	\$ 10,887,603	\$ (14,057,021)
Police Academy - Tuition	80,000	4,210	(75,790)
Fire Academy - Tuition	52,000	5,685	(46,315)
Continuing Education	2,296,000	155,459	(2,140,541)
Fees	14,136,654	5,952,171	(8,184,483)
Out of County	290,000	-	(290,000)
Government Appropriations			
State	8,787,610	715,902	(8,071,708)
Police Academy - State Funding	198,523	16,544	(181,979)
Fire Academy - State Funding	9,430	786	(8,644)
Continuing Ed - State Funding	107,168	8,931	(98,237)
County	14,692,600	-	(14,692,600)
Other Revenues	964,300	42,805	(921,495)
Auxiliary Enterprises	1,365,500	48,093	(1,317,407)
Reserve from FY18	500,000		(500,000)
Drawdown from Unrestricted Fund Balance	390,025		(390,025)
Total Revenues	\$ 68,814,434	\$ 17,838,188	\$ (50,976,246)
Current Operating Expenditures			
Instruction - Total	\$ 22,319,161	\$ 652,932	\$ 21,666,229
Personnel - FT	10,089,025	137,964	9,951,061
Personnel - FT OT, OL, Misc	2,261,449	224,912	2,036,537
Benefits	3,673,629	146,413	3,527,216
Personnel - PT	5,513,839	110,086	5,403,753
Expenses	781,219	33,557	747,662
Continuing Education - Total	\$ 2,213,415	\$ 114,740	\$ 2,098,675
Personnel - FT	653,428	42,067	611,361
Personnel - FT OT, OL, Misc	2,780	-	-2,780
Benefits	482,146	30,353	451,793
Personnel - PT	534,786	29,766	505,020
Expenses	540,275	12,554	527,721

Police Academy - Total	\$ 538,030	\$ 28,471	\$ 509,559
Personnel - FT	258,312	13,711	244,601
Personnel - FT OT, OL, Misc	-	-	-
Benefits	203,683	13,116	190,567
Personnel - PT	34,529	544	33,985
Expenses	41,506	1,100	40,406
Fire Academy - Total	\$ 319,289	\$ 18,303	\$ 300,986
Personnel - FT	137,321	6,834	130,487
Personnel - FT OT, OL, Misc	6,049	351	5,698
Benefits	101,525	6,538	94,987
Personnel - PT	43,323	90	43,233
Expenses	31,071	4,490	26,581
Academic Support - Total	\$ 6,670,866	\$ 344,163	\$ 6,326,703
Personnel - FT	2,950,646	172,534	2,778,112
Personnel - FT OT, OL, Misc	83,129	-	83,129
Benefits	1,921,900	125,056	1,796,844
Personnel - PT	839,456	20,455	819,001
Expenses	875,735	26,118	849,617
Student Services - Total	\$ 13,548,964	\$ 819,472	\$ 12,729,492
Personnel - FT	6,513,363	395,424	6,117,939
Personnel - FT OT, OL, Misc	72,324	-	72,324
Benefits	4,559,941	313,680	4,246,261
Personnel - PT	871,387	25,561	845,826
Expenses	1,531,949	84,807	1,447,142
Institutional Support - Total	\$ 12,655,455	\$ 970,337	\$ 11,685,118
Personnel - FT	4,723,169	298,646	4,424,523
Personnel - FT OT, OL, Misc	940	1,292	(352)
Benefits	3,223,548	213,671	3,009,877
Personnel - PT	327,682	6,482	321,200
Expenses	4,380,116	450,246	3,929,870
Operating & Maintenance - Total	\$ 9,295,646	\$ 211,291	\$ 9,084,355
Personnel - FT	2,102,462	96,051	2,006,411
Personnel - FT OT, OL, Misc	112,455	2,591	109,864
Benefits	1,306,438	84,711	1,221,727
Personnel - PT	63,945	535	63,410
Expenses	5,710,346	27,403	5,682,943
Leasing Expenses	\$ 58,000	-	\$ 58,000
Retiree Benefits	\$ 566,100	38,383	\$ 527,717
Auxiliary Enterprises	\$ 379,508	1,341	\$ 378,167
Minor Capital	\$ 250,000		
Total Operating Expenditures	\$ 68,814,434	\$ 3,199,433	\$ 65,365,001

CUMBERLAND COUNTY COLLEGE
MONTHLY OPERATING REPORT
FOR THE MONTH ENDING JULY 31, 2019
Cumberland Campus

	7/31/2019		
	Budget Amount	Y-T-D	Delta Y-T-D
Current Operating Revenues			
Educational and General			
Student Tuition - Credit	\$ 7,501,712	\$ 2,988,598	\$ (4,513,114)
Continuing Education	1,046,000	91,067	(954,933)
Fees	3,408,970	1,242,349	(2,166,621)
Out of County (Charge back)	250,000	-	(250,000)
Waivers	(150,000)	(18,177)	131,823
Government Appropriations			
State	3,300,000	289,406	(3,010,594)
County	6,592,600	-	(6,592,600)
Other Revenues	717,500	42,567	(674,933)
Auxiliary Enterprises	760,000	30,617	(729,383)
Reserve from FY19	500,000		(500,000)
Drawdown from Unrestricted Fund Balance			-
Total Revenues	\$ 23,926,782	\$ 4,666,428	\$ (19,260,354)
Current Operating Expenditures			
Instruction - Total	\$ 8,468,399	\$ 267,239	\$ 8,201,160
Personnel - FT	2,891,117	48,323	2,842,794
Personnel - FT OT, OL, Misc	81,000	95,333	(14,333)
Benefits	2,342,000	60,661	2,281,339
Personnel - PT	2,711,382	59,412	2,651,970
Expenses	442,900	3,510	439,390
Continuing Education - Total	\$ 588,203	\$ 54,397	\$ 533,806
Personnel - FT	194,078	16,689	177,389
Personnel - FT OT, OL, Misc		-	-
Benefits	105,150	6,076	99,074
Personnel - PT	288,975	24,698	264,277
Expenses		6,933	(6,933)
Academic Support - Total	\$ 2,337,666	\$ 136,138	\$ 2,201,528
Personnel - FT	1,216,300	80,712	1,135,588
Personnel - FT OT, OL, Misc	12,600	-	12,600
Benefits	634,500	40,423	594,077
Personnel - PT	251,466	12,485	238,981
Expenses	222,800	2,518	220,282
Student Services - Total	\$ 3,657,134	\$ 297,224	\$ 3,359,910

Personnel - FT	1,902,322	146,140	1,756,182
Personnel - FT OT, OL, Misc	3,899	-	3,899
Benefits	856,800	75,210	781,590
Personnel - PT	455,153	20,800	434,353
Expenses	438,960	55,074	383,886
Public Service - Total	\$ 331,939	\$ 18,256	\$ 313,683
Personnel - FT	111,989	9,332	102,657
Personnel - FT OT, OL, Misc		-	-
Benefits	62,000	5,721	56,279
Personnel - PT	109,800	2,035	107,765
Expenses	48,150	1,168	46,982
Institutional Support - Total	\$ 4,926,804	\$ 546,743	\$ 4,380,061
Personnel - FT	1,826,764	134,814	1,691,950
Personnel - FT OT, OL, Misc		1,292	(1,292)
Benefits	789,800	56,946	732,854
Personnel - PT	181,140	3,857	177,283
Expenses	2,129,100	349,834	1,779,266
Operating & Maintenance - Total	\$ 3,077,637	\$ 10,687	\$ 3,066,950
Personnel - FT	115,067	11,667	103,401
Personnel - FT OT, OL, Misc		-	-
Benefits	52,900	3,988	48,912
Personnel - PT	18,630	-	18,630
Expenses	2,891,040	(4,967)	2,896,007
Leasing Expenses	\$ -		\$ -
Retiree Benefits	\$ -	-	\$ -
Minor Capital	\$ 250,000		\$ 250,000
Auxiliary Enterprises	\$ 289,000	1,295	\$ 287,705
Total Operating Expenditures	\$ 23,926,782	\$ 1,331,978	\$ 22,594,804

ROWAN COLLEGE OF SOUTH JERSEY
MONTHLY OPERATING REPORT
FOR THE MONTH ENDING JULY 31, 2019
Gloucester Campus

	7/31/2019		
	Budget Amount	Actual Y-T-D	Delta Y-T-D
Current Operating Revenues			
Educational and General			
Student Tuition - Credit	\$ 17,592,912	\$ 7,917,182	\$ (9,675,730)
Police Academy - Tuition	80,000	4,210	(75,790)
Fire Academy - Tuition	52,000	5,685	(46,315)
Continuing Education	1,250,000	64,392	(1,185,608)
Fees	10,727,684	4,709,822	(6,017,862)
Out of County	40,000	-	(40,000)
Government Appropriations			
State	5,487,610	426,496	(5,061,114)
Police Academy - State Funding	198,523	16,544	(181,979)
Fire Academy - State Funding	9,430	786	(8,644)
Continuing Ed - State Funding	107,168	8,931	(98,237)
County	8,100,000	-	(8,100,000)
Other Revenues	246,800	238	(246,562)
Auxiliary Enterprises	605,500	17,476	(588,024)
Reserve from FY18			-
Drawdown from Unrestricted Fund Balance	390,025		(390,025)
Total Revenues	\$ 44,887,652	\$ 13,171,761	\$ (31,715,891)
Current Operating Expenditures			
Instruction - Total	\$ 13,850,763	\$ 385,693	\$ 13,465,070
Personnel - FT	7,197,908	89,641	7,108,267
Personnel - FT OT, OL, Misc	2,180,449	129,579	2,050,870
Benefits	1,331,629	85,752	1,245,877
Personnel - PT	2,802,457	50,674	2,751,783
Expenses	338,320	30,047	308,273
Continuing Education - Total	\$ 1,625,212	\$ 60,344	\$ 1,564,868
Personnel - FT	459,350	25,378	433,972
Personnel - FT OT, OL, Misc	2,780	-	2,780
Benefits	376,996	24,277	352,719
Personnel - PT	245,811	5,068	240,743
Expenses	540,275	5,621	534,654

Police Academy - Total	\$	538,030	\$	28,471	\$	509,559
Personnel - FT		258,312		13,711		244,601
Personnel - FT OT, OL, Misc		-		-		-
Benefits		203,683		13,116		190,567
Personnel - PT		34,529		544		33,985
Expenses		41,506		1,100		40,406
Fire Academy - Total	\$	319,289	\$	18,303	\$	300,986
Personnel - FT		137,321		6,834		130,487
Personnel - FT OT, OL, Misc		6,049		351		5,698
Benefits		101,525		6,538		94,987
Personnel - PT		43,323		90		43,233
Expenses		31,071		4,490		26,581
Academic Support - Total	\$	4,001,266	\$	189,769	\$	3,811,497
Personnel - FT		1,622,357		82,490		1,539,867
Personnel - FT OT, OL, Misc		70,529		-		70,529
Benefits		1,225,400		78,912		1,146,488
Personnel - PT		478,190		5,935		472,255
Expenses		604,790		22,432		582,358
Student Services - Total	\$	9,891,837	\$	522,248	\$	9,369,589
Personnel - FT		4,611,041		249,284		4,361,757
Personnel - FT OT, OL, Misc		68,425		-		68,425
Benefits		3,703,141		238,470		3,464,671
Personnel - PT		416,234		4,761		411,473
Expenses		1,092,996		29,733		1,063,263
Institutional Support - Total	\$	7,728,637	\$	423,594	\$	7,305,043
Personnel - FT		2,896,405		163,832		2,732,573
Personnel - FT OT, OL, Misc		940		-		940
Benefits		2,433,748		156,725		2,277,023
Personnel - PT		146,542		2,625		143,917
Expenses		2,251,002		100,412		2,150,590
Operating & Maintenance - Total	\$	6,218,010	\$	200,603	\$	6,017,407
Personnel - FT		1,987,395		84,384		1,903,011
Personnel - FT OT, OL, Misc		112,455		2,591		109,864
Benefits		1,253,538		80,723		1,172,815
Personnel - PT		45,315		535		44,780
Expenses		2,819,307		32,370		2,786,937
Leasing Expenses	\$	58,000		-	\$	58,000
Retiree Benefits	\$	566,100		38,383	\$	527,717
Auxiliary Enterprises	\$	90,508		46	\$	90,462
Total Operating Expenditures	\$	44,887,652	\$	1,867,454	\$	43,020,198



**GLOUCESTER COUNTY INSURANCE COMMISSION (GCIC)
REPRESENTATIVE AND ALTERNATE**

WHEREAS, the Gloucester County Insurance Commission (hereinafter GCIC) is duly constituted as an Insurance Commission pursuant to N.J.S.A. 40A:10-6 et. seq.; and

WHEREAS, the GCIC has previously adopted Rules and Regulations per resolution dated 3/10/10; and

WHEREAS, Rowan College of South Jersey is a participating member of the GCIC; and

WHEREAS, in accordance with said Rules and Regulations the GCIC has requested participating members designate a representative and alternate representative for attendance and participation in GCIC meetings and other activities deemed necessary from time to time; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Rowan College of South Jersey, County of Gloucester and State of New Jersey as follows:

The following persons are designated as representative and alternate to the GCIC for the 2019 Fund Year:

1. Cheryl Lewis Representative
2. Nora Sheridan Alternate

ADOPTED at the regular scheduled meeting of the Board of Trustees of Rowan College of South Jersey held September 3, 2019.


Gene J. Concordia, Chairperson

Attested:


Jean L. DuBois, Secretary



SAFETY AND SECURITY DEPARTMENT



REPORT

TO: Dominick Burzichelli, Vice President, C.O.O.
FROM: Joseph M. Getsinger, Executive Director, Safety and Security, Gloucester
FROM: Andres Lopez, Director of Campus Safety and Security, Cumberland
DATE: August 19, 2019
SUBJECT: **CRIME STATISTICS for of August 1 through August 19, 2019**

In accordance with New Jersey Statute P.L. 2015, Chapter 220, S485, supplementing Chapter 3b of Title 18A, enacted January 19, 2016 the President of each public institution of higher education shall report to the governing board of the institution, at each of its regular meetings, all crimes, fires and other emergencies which occurred on campus during the previous reporting period. For the purpose of this report Rowan College at Gloucester County is following the Clery Act definitions for reporting crime statistics.

DESCRIPTION	GLOUCESTER	CUMBERLAND
Burglary	0 Incidents	0 incidents
Criminal Trespass	0 Incidents	0 incidents
Possession of Controlled Dangerous Substances	0 Incidents	0 incidents
Underage Alcohol Consumption	0 Incidents	0 incidents
Thefts	0 Incidents	0 incidents
Harassment	0 Incidents	0 incidents
Criminal Mischief	0 Incidents	0 incidents
Receiving Stolen Property	0 Incidents	0 incidents
False Public Alarms	0 Incidents	0 incidents
Emergency Notifications	0 Incidents	0 incidents
Assault	0 Incidents	0 incidents
Sexual Assault	0 Incidents	0 incidents
Hate Crimes	0 Incidents	0 incidents
Violence Against Women	0 Incidents	0 incidents
Timely Warnings	0 Incidents	0 incidents
Motor Vehicle Accidents	1 Incidents	0 incidents
Fire	0 Incidents	0 incidents
Medical Incidents	3 Incidents	1 incidents



RESOLUTION OF THE ROWAN COLLEGE OF SOUTH JERSEY BOARD OF TRUSTEES AUTHORIZING EXECUTION OF LEASE AGREEMENT AND SHARED SERVICES AGREEMENTS WITH THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF CUMBERLAND.

WHEREAS, the Jointure Agreement, dated November 12, 2018, entered into between the Board of Trustees of Cumberland County College, the Board of Chosen Freeholders of the County of Cumberland, the Board of Trustees of Rowan College at Gloucester County and the Board of Chosen Freeholders of the County of Gloucester authorized the establishment of Rowan College of South Jersey ("RCSJ") to serve Gloucester and Cumberland Counties upon the closing of Cumberland County College ("CCC"); and

WHEREAS, on July 1, 2019 the Board of Trustees (hereinafter the "Board") of RCSJ was established; and

WHEREAS, the Board, pursuant to the Jointure Agreement, desires to enter into a lease agreement with the Board of Chosen Freeholders of the County of Cumberland (the lease agreement is attached hereto as Exhibit "A") for the prior CCC campus; and

WHEREAS, the Board, desires to enter into Shared Services Agreement with the County in conjunction with the lease for certain services including providing security and facilities operations and maintenance (such Shared Services Agreements are attached hereto in Exhibit "A")

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Rowan College of South Jersey as follows:

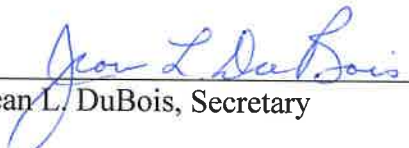
1. The Board hereby authorizes, approves and consents to the execution of the lease agreement and Shared Services Agreements with the Board of Chosen Freeholders of the County of Cumberland, according to the specific terms and conditions set forth in the agreement attached hereto as Exhibit "A".
2. All resolutions, orders and other actions of RCSJ 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 RCSJ by its officials and by the RCSJ's professional advisors, in connection with the foregoing resolutions, or any other action in connection with or related to the same, are hereby ratified, confirmed, approved and adopted.

This resolution shall take effect immediately.

ADOPTED at the regular scheduled meeting of the Board of Trustees of Rowan College of South Jersey held September 3, 2019.


Gene J. Concordia, Chair

Attested:


Jean L. DuBois, Secretary



8/8/19

LEASE AGREEMENT

THIS LEASE is made as of the 1st day of July, 2019, by and between THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF CUMBERLAND, a public body corporate and politic of the State of New Jersey, having an office at 164 West Broad Street, Bridgeton, New Jersey 08302 ("Landlord") and ROWAN COLLEGE OF SOUTH JERSEY, a public body corporate and politic of the State of New Jersey, having an office at 1400 Tanyard Road, Sewell, New Jersey 08080 ("Tenant"). The lease agreement ("Agreement") shall refer to the Landlord and Tenant collectively as the "Parties." Any reference to "Landlord" in this Agreement also refers to Landlord's agent and/or designee.

Landlord and Tenant covenant and agree as follows:

1. LEASED PREMISES

Landlord hereby leases to Tenant and Tenant hereby takes from Landlord that certain parcel of land (the "Land") in Cumberland County, New Jersey described on Exhibit "A" attached hereto and made a part of this Agreement, and the buildings, grounds and other improvements, now or hereafter erected on the Land, together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto. The buildings ("Buildings") and all other improvements now or hereafter erected on the Land are collectively called the "Improvements." The Land and any Improvements now or hereafter erected thereon are hereinafter called the "Leased Premises."

2. TERM

(a) The term of this Lease shall commence on July 1, 2019 (the "Commencement Date") and end on June 30, 2044. The Term "Expiration Date" shall mean that date on which the term of this Lease, as same may have been extended or terminated early pursuant to the provisions of this Lease, shall expire.

(b) Tenant shall have the right to terminate this lease at any time on any date on or after July 1, 2022, upon providing notice no less than twelve (12) months in advance of such date for termination set forth in such notice, however, termination of this Agreement is only applicable if Tenant is not utilizing the Leased Premises for secondary and/or higher educational purposes and/or if the Tenant has determined that the costs are prohibitive in operating for secondary and/or higher educational purposes. If either of the Shared Services Agreements between Landlord and Tenant attached as Exhibit "C" are terminated, Landlord shall have the right to terminate this Lease Agreement upon providing notice no less than twelve (12) months in advance of such date for termination set forth in such notice.

(c) Notwithstanding anything to the contrary contained herein, in the event of the termination of the Jointure Agreement attached as Exhibit "B" by the Parties hereto, in accordance with its express terms, the term of this Lease shall automatically expire.

3. RENT/OCCUPANCY FEE

The fixed rent ("Fixed Rent") during the term shall be \$1.00 per annum with additional costs to be paid by Tenant including insurance, maintenance and security (collectively referred to as "additional costs"). Regarding maintenance and security, see the Shared Services Agreements by and between the Landlord and the Tenant attached hereto as Exhibit "C." Tenant shall pay the rent to Landlord at the address of Landlord as set forth above by July 1st of each year this Agreement is in effect. Tenant shall pay the amount owed for additional costs to Landlord at the address of Landlord as set forth above on a monthly basis within thirty (30) days after receiving an invoice for the additional costs.

4. USE AND OCCUPANCY

The Leased Premises may be used and occupied for the purpose of operating Rowan College of South Jersey, inclusive of all activities commonly associated with secondary and higher educational purposes. The Tenant may not use the Leased Premises for any other purpose without the written consent of the Landlord which shall not be unreasonably withheld.

5. INDEMNIFICATION

(a) Tenant shall indemnify and hold harmless Landlord, its employees and agents from any and all claims, causes of action, damages, expenses and liability, including reasonable attorneys' fees, sustained or incurred by any persons (other than Landlord, its employees or agents) which are based upon or arise out of illness or injury, including death of any person or property damage to any property and which arise from or in any manner grow out of any act or omission of Tenant, its agents, employees, contractors, Tenant's students or invitees in and/or on the Leased Premises. Tenant shall immediately respond and assume the investigation, defense and expense of all claims and causes of action arising out of or in connection with any such occurrences. Landlord may, at its sole cost and expense, join in such defense with counsel of its choice.

(b) Landlord shall indemnify Tenant and hold harmless Tenant, its employees and agents from any and all claims, causes of action, damages, expenses and liability, including reasonable attorneys' fees, sustained or incurred by any persons (other than Tenant, its agents, employees, contractors, Tenant's students or invitees) which are based upon or arise out of illness or injury, including death of any person or property damage to any property and which arise from or in any manner grow out of any act or omission of Landlord, Landlord's employees or agents. Landlord shall immediately respond and assume the investigation, defense and expense of all claims and causes of action arising out of or in connection with any such occurrences. Tenant may, at its sole cost and expense, join in such defense with counsel of its own choice.

6. QUIET POSSESSION

Landlord covenants and agrees that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed possession of the Leased Premises during the term of this Lease.

7. SIGNS

Tenant shall have the free right at Tenant's sole cost and expense to erect and/or place such signs in, on or about the Leased Premises as Tenant desires, provided that Tenant complies with all applicable law.

8. ACCEPTANCE OF LEASED PREMISES

Tenant has inspected the Leased Premises and agrees that the Leased Premises is in satisfactory condition. Tenant accepts the Leased Premises "as is."

9. ENTRY ONTO LEASED PREMISES

Landlord has the right to enter onto the Leased Premises at will provided that Landlord shall not unreasonably interfere with the conduct of business therein.

10. WATER DAMAGE

Landlord shall not be liable for any damage or injury to any persons or property caused by the leak or flow of water from or into any part of the Leased Premises.

11. INSURANCE

(a) Landlord agrees to maintain insurance policies providing against loss by fire, lightning and malicious mischief covering the Building and the other Improvements in the Leased Premises. The policies covering the Building required under this Section 11 (a) shall contain the following endorsements: (1) An endorsement providing for a thirty (30) day notice of cancellation of insurance to all who are or become additional insureds as required under this Lease; and (2) An endorsement whereby insurer acknowledges that Tenant and Landlord have waived any and all rights of recovery against the other for damage or destruction to the Building and/or any other Improvements, whether or not caused by acts or negligence of Landlord, Tenant or any of their agents or employees. Such policy shall provide that the proceeds of any loss shall be payable to Landlord and Tenant and to the holder (as its interest may appear) of any mortgage to which this Lease is subordinate so long as such holder and future holders of such mortgage are obligated to apply proceeds of insurance in the manner provided for in this Lease.

(b) Tenant hereby waives all rights of recovery against Landlord, its agents and employees for damage or destruction to its fixtures, equipment and inventory arising out of fire or other casualty whether or not caused by the acts or negligence of Landlord, its agents or employees. Landlord hereby waives all rights or recovery against Tenant and any other occupant(s) of the Leased Premises and any of their agents and employees for damage or destruction to any and all of the Building and/or any other Improvements arising out of fire or other casualty whether or not caused by acts or negligence of the aforementioned persons.

(c) Tenant shall maintain at its own cost and expense general liability insurance having minimum limits of coverage of Fifteen Million (\$15,000,000.00) Dollars per occurrence combined single limits for bodily injury, personal injury and property damage. Said general liability policy shall contain the following provisions: (1) Landlord shall be named as an additional insured; and (2) A thirty (30) day notice of cancellation of insurance to all who are or who become additional insureds as required in this Lease.

(d) Landlord shall maintain at its own cost and expense general liability insurance having minimum limits of coverage of Fifteen Million (\$15,000,000) Dollars per occurrence combined single limits for bodily injury, personal injury and property damage. Said general liability policy shall contain the following provisions: (1) Tenant shall be named as an additional insured; and (2) A thirty (30) day notice of cancellation of insurance to all who are or who become additional insureds as required in this Lease.

(e) All policies of insurance required under this Article 11 shall be written and signed by insurers authorized by the New Jersey Department of Banking and Insurance and authorized to do business in the jurisdiction wherein the Leased Premises is located. Tenant shall, upon request, provide Landlord with certificates of Tenant's insurers evidencing the insurance coverage required of Tenant under this Article.

12. REQUIREMENTS OF LAW AND FIRE INSURANCE

Tenant shall comply with and shall from time to time conform the Building to every applicable requirement of law, duly constituted authority, Board of Fire Underwriters having jurisdiction or of the carriers of all insurance on the Leased Premises (hereinafter collectively called "Requirements") insofar as the necessity therefor shall arise solely out of Tenant's manner or method of use of the Building; provided, however, that the foregoing shall not require Tenant to make any structural, exterior, floor or roof changes, replacements, alterations, installations or repairs at any time. Landlord shall comply with all Requirements except to the extent that Tenant is obligated to comply therewith. Tenant shall have the right upon giving notice to Landlord to contest any obligations imposed upon Tenant pursuant to the provisions of this Article and to defer compliance during the pendency of such contest, if the failure of Tenant so to comply will not subject Landlord to criminal penalty, Landlord shall cooperate with Tenant in such context and shall execute any documents reasonably required in furtherance of such purpose.

13. TENANT'S DEFAULT

(a) If Tenant shall be in default hereunder, Landlord may: (i) after thirty (30) days' notice that Tenant is in default in the payment of Rent and/or any other amounts payable from Tenant hereunder such as additional costs, then after the expiration of such thirty (30) day period Landlord may, but only during the continuance of such default, re-enter the Leased Premises and dispossess Tenant and any other occupants thereof, remove their effects not previously removed by them, and hold the Leased Premises as if this Lease had not been made; and Tenant waives the service of any additional notice of intention to re-enter or to institute legal proceedings to that end; and/or (ii) after thirty (30) days' notice (or without notice, if in Landlord's reasonable judgment an emergency shall exist) that Landlord intends to cure such default (other than the payment of monies), cure such default or, if such default is of such a nature that it could not reasonably be cured within such period of thirty (30) days, and Tenant does not commence and proceed with reasonable diligence and in good faith to cure such default then, after the expiration of such thirty (30) day period (or longer period if such default cannot reasonably be cured within said thirty (30) day period), Landlord shall have the right, to cure such default and Tenant shall pay to Landlord, within ten (10) days of demand therefor (accompanied by receipts evidencing the costs incurred), the reasonable out of pocket cost and expense incurred in curing same as additional costs.

(b) If pursuant to an order, judgment or decree entered by any court of competent jurisdiction: (1) a receiver, trustee or liquidator of Tenant or of all or substantially all of the assets of Tenant shall be appointed; (2) Tenant shall be adjudicated a bankrupt or insolvent; or (3) a petition seeking reorganization of Tenant or an arrangement with creditors or a petition to take advantage of any insolvency law shall be approved, and Rent and additional costs shall not thereafter be paid in accordance with the terms hereof, Landlord may serve notice of termination of this Lease upon Tenant, stating the date of termination, which date of termination shall be at least ten (10) days after the date on which such notice is received by Tenant, and upon the date specified in such notice this Lease and the term hereof shall cease and expire (unless payment is made within such ten (10) day period), and Tenant shall then quit and surrender the Leased Premises, but Tenant shall remain liable as hereinafter provided. If this Agreement and the term hereof shall cease and expire in accordance with this Section (b), Landlord may dispossess or remove Tenant or any other occupant of the Leased Premises by summary proceedings or otherwise and remove their effects and hold the Leased Premises as if this Lease had not been made.

(c) After a dispossess or removal in accordance with Section (a) or (b) of this Article: (1) the Rent and additional costs shall be paid up to the date of such dispossess or removal; (2) Landlord may re-let the Leased Premises or any part or parts thereof either in the name of Landlord or otherwise, for a term or terms which may, at the option of Landlord, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease;

and (3) Tenant shall pay to Landlord, as liquidated damages, any deficiency between the Rent and additional costs due hereunder and the amount, if any, of the Rents collected on account of the new lease or leases of the Leased Premises for each month of the period which would otherwise have constituted the balance of the term of this Lease (not including any Renewal Periods the commencement of which shall not have occurred prior to such dispossession or removal). In computing such liquidated damages there shall be added to said deficiency the expenses which Landlord incurs in connection with re-letting the Leased Premises including reasonable attorneys' and brokerage fees. Such liquidated damages shall be paid by Tenant in monthly installments on the dates specified in this Lease for payment of Rent and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding. Landlord shall not be liable for failure to re-let the Leased Premises or, in the event that the Leased Premises are re-let, for failure to collect the Rent under such re-letting, unless Landlord shall not have used its best efforts to re-let promptly the Leased Premises for the reasonable Rental value thereof and to collect the Rent under such re-letting. Landlord shall use its best efforts to mitigate damages.

14. LANDLORD'S DEFAULT

If Landlord shall be in default hereunder, Tenant may: (i) after thirty (30) days' notice that Landlord is in default in the payment of any monies which Landlord is obligated to pay to Tenant pursuant to the terms of this Lease, deduct the amount thereof from Rent and/or additional costs; (ii) after thirty (30) days' notice (or without notice, if in Tenant's reasonable judgment an emergency shall exist) that Tenant intends to cure such default (other than the payment of monies), cure such default and Landlord shall pay to Tenant upon demand the reasonable cost thereof, failing which Tenant may deduct same from any payments of Rent and/or additional costs; or (iii) after thirty (30) days' notice that Landlord is in default under this Agreement, terminate this Agreement by giving ten (10) days' notice of termination to Landlord. Any such deduction from Rent and/or additional costs shall not constitute a default unless Tenant shall fail to pay the amount of such deduction to Landlord within thirty (30) days after final adjudication by a court of competent jurisdiction that such amount is owing to Landlord.

Tenant shall not terminate this Agreement or, except in an emergency, commence to cure any default of such a nature that said default could not reasonably be cured within such period of thirty (30) days, if Landlord promptly commences and thereafter proceeds with due diligence and in good faith to cure such default.

In the event that the holder of a mortgage covering the Leased Premises shall have given written notice to Tenant that it is the holder of said mortgage, and provided such notice includes the address to which notices to such mortgagee are to be sent, Tenant agrees that in the event it shall give written notice to Landlord to cure a default of Landlord as provided for in this Article, Tenant shall give a copy of said notice to said mortgagee. Tenant agrees that said mortgagee may cure or remedy such default within the time permitted to Landlord pursuant to this Article.

15. ALTERATIONS/IMPROVEMENTS/FIXTURES

The Tenant may not make any structural changes or improvements or install fixtures to the Leased Premises without providing advance written notice to the Landlord. Any changes or improvements made or fixtures installed without providing advance written notice to the Landlord shall be removed by the Tenant on demand. All changes or improvements made or fixtures installed after providing the Landlord with advance written notice shall become the property of the Landlord when completed and paid for by the Tenant (unless otherwise noted). They shall remain as part of the Leased Premises at the end of the Term. Tenant shall promptly pay for all costs of any permitted changes, additions or fixtures. Tenant shall not allow any mechanic's lien or other claim to be filed against the Building. If any lien or claim is filed against the Building, Tenant shall have it promptly removed. All changes or improvements made or fixtures installed shall be completed by Tenant with evidence of all necessary permits and licenses required by applicable local, state or federal authorities.

16. UTILITIES AND SERVICES

Tenant shall pay for water, gas, electricity and other utilities used by it in the Leased Premises. Landlord is not liable for any inconvenience or harm caused by any stoppage or reduction of utilities and services beyond the control of Landlord. Any such occurrence does not excuse the Tenant from paying Rent or other additional payment obligations.

17. REPAIRS/MAINTENANCE/COMPLIANCE

The Tenant shall:

- (a) Promptly comply with all laws, orders, rules and requirements of governmental authorities' insurance carriers, board of fire underwriters, or similar groups.
- (b) Report all necessary repairs to the Leased Property and all equipment and fixtures in it. (Except structural repairs not caused by the act of Tenant, Tenant's agents or invitees).
- (c) Use all electric, plumbing and other facilities in the Leased Property safely.
- (d) Report all broken glass in the Leased Property.
- (e) Do nothing to destroy, deface, damage, or remove any part of the Leased Property.
- (f) Keep nothing in the Leased Property which is dangerous or explosive or which might increase the danger of fire or other casualty.

(g) Do nothing to destroy the peace and quiet of the Landlord, other tenants, or persons in the neighborhood.

(h) Avoid littering in the building or on its grounds.

(i) Ensure storage and disposal of all chemicals brought onto the property by the Tenant and any vendor of Tenant.

Tenant shall indemnify the Landlord for any damage caused to the Leased Premises as a result of Tenant's failure to meet these obligations, including if any such damage is caused by Tenant's students, unless such indemnification and hold harmless conflicts with language regarding relief and recovery in 11(b) of this Agreement due to damaging party's negligence and said obligations. The Landlord shall indemnify the Tenant for any damage caused to the Leased Property as a result of the Landlords' failure to meet its obligations.

Notwithstanding the foregoing, Landlord warrants that the structure, roof, and exterior of the Buildings, all utility facilities serving the Buildings (including the HVAC, electrical, plumbing, and mechanical systems), and the driveways, parking areas, paved areas, and sidewalks serving the Buildings are in good working order and repair, and Landlord shall correct any defects in any of the foregoing within a reasonable period of time, provided that Tenant delivers written notice of such defect and such defect is not caused by the negligence or willful misconduct of Tenant, its agents, employees, contractors, Tenant's students or invitees.

In addition, if any items are damaged that Tenant is required to repair hereunder and the same is covered by Landlord's insurance, Landlord shall seek recovery under its insurance so long as Tenant pays the amount of any deductible.

Landlord shall be responsible for any and all required maintenance, including custodial services, lawn care snow removal, security services and landscaping of the Leased Property, in accordance with the terms of those certain Shared Services Agreements by and between the Landlord and the Tenant set forth in Exhibit "C", and the Landlord shall be reimbursed for such expenses by the Tenant for such services set forth in such Shared Service Agreements, or through such other arrangement as the Landlord and the Tenant may agree in writing.

The Landlord warrants that the structure, roof, and exterior of the Buildings, all utility facilities serving the Buildings (including the HVAC, electrical, plumbing, and mechanical systems), and the driveways, parking areas, paved areas, and sidewalks serving the Buildings are in good working order and repair, and Landlord shall correct any defects in any of the foregoing within a reasonable period of time, provided that Tenant delivers written notice of such defect and such defect is not caused by the negligence or willful misconduct of Tenant, its agents, employees, or contractors. In addition, if any items are damaged that Tenant is required to repair hereunder

and the same is covered by Landlord's insurance, Landlord shall seek recovery under its insurance so long as Tenant pays the amount of any deductible.

18. DAMAGE OR DESTRUCTION: EMINENT DOMAIN

(f) In the event of any damage or destruction by fire, the elements or casualty (hereinafter called "Destruction") to all of any part of the Buildings or any other Improvements, except as provided below, Landlord shall commence promptly, and with due diligence continue, to restore same to substantially the same condition as existed immediately preceding the Destruction, except as otherwise provided in this Article. If the Destruction is partial, Landlord shall complete the restoration within ninety (90) days after the Destruction. If the Destruction is total, Landlord shall complete the restoration within one hundred eighty (180) days after the Destruction. Tenant shall have the right to require Landlord to make changes to the Leased Premises in the course of such restoration. If the cost and expense of restoration of the Leased Premises is increased by any change or changes required by Tenant then Tenant shall pay to Landlord, as Additional Rent, after the completion of such restoration (within thirty (30) days after demand therefor) the amount by which the cost and expense of restoration of the Leased Premises was thereby increased as set forth in a change order signed by Landlord and Tenant.

(g) If, (i) as a result of any Destruction, fifty (50%) percent or more of the total floor area of the Buildings are damaged, destroyed, or in Tenant's reasonable opinion, rendered untenable; or (ii) the restoration of the Leased Premises either, (a) cannot reasonably be expected to be completed within the time periods set forth above, and/or (b) is not actually completed within the time periods set forth above; then in either of such events, Landlord or Tenant may elect to terminate this Lease by giving notice to the other of such election on or before the date which is ninety (90) days after the Destruction, stating the date of termination which shall be not more than thirty (30) days after the date on which such notice of termination shall have been given and: (1) upon the date specified in such notice this Lease and the term hereof shall cease and expire; and (2) any Rent and Additional Rent paid for a period after the date of the Destruction shall be refunded to Tenant upon demand.

(h) If, as a result of any Destruction, Tenant loses the use of the whole or any part of the Building or any other part of the Leased Premises, Rent and Additional Rent shall abate equitably to the extent Tenant is deprived of such use. If by reason of any Destruction Tenant, in its reasonable opinion, determines that to remain open for business is not practicable and Tenant closes the Building for business, Rent and Additional Rent shall be abated in full until the condition which caused Tenant so to close shall have been remedied.

(i) If Tenant has additional insurance proceeds, it shall be deposited in trust with a bank or trust company acceptable to Tenant and under the control of Landlord and Tenant, as trustees, or, if the holder of the mortgage on the Leased Premises shall be a bank, trust company or insurance company, such proceeds shall be deposited in trust with such holder, as trustee, and shall be held and disbursed for restoration as provided in this Lease.

(j) In the event of a taking for any public or quasi-public use by any lawful power or authority by exercise of the right of condemnation or of eminent domain or by agreement between Landlord and those having the authority to exercise such right (hereinafter called "Taking") of the entire Leased Premises, then this Lease and the term hereof shall cease and expire as of the date of vesting of title or transfer of possession, whichever occurs earlier, as a result of the Taking.

19. LANDLORD'S TITLE

Landlord warrants and represents to Tenant that Landlord has the right and lawful authority to enter into this Agreement for the term herein, that Landlord is the sole owner in the fee simple of the Leased Premises and that title to the Leased Premises is and shall continue to be free and clear of any liens and encumbrances except for those set forth on Exhibit "D" (the "Permitted Encumbrances"). Landlord covenants and agrees to execute any documents reasonably required by Tenant for the purpose of curing any title defects.

20. ENVIRONMENTAL LAWS

(a) Landlord represents and warrants that the Leased Premises are in compliance with all applicable Environmental Laws (as hereinafter defined). Landlord represents and warrants that neither Landlord, nor any former owner, or any former or current occupant of the Land and/or Leased Premises has used Hazardous Materials on, from, or affecting the Leased Premises (or any part thereof) in any manner which violates federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, (42 U.S.C. Sections 9601, et seq.), the Spill Compensation and Control Act (N.J.S.A. 58:10-23.11 et seq.), the Hazardous and Solid Waste amendments of 1984 Pub L 98-616 (42 U.S.C. 699), a certain statute adopted by New Jersey for registration of underground storage tanks (L 1986, C102, eff. September 3, 1986; 5 N.J. Sess. Laws 1986, N.J.S.A. 58-10A-21), the Industrial Site Recovery Act (N.J.S.A. 13:1K-6 et seq.), the Hazardous Materials Transportation Act, (49 U.S.C. Section 1801, et seq.) and the Resource Conservation and Recovery Act of 1976, (42 U.S.C. Sections 6901, et seq.) and any amendments thereto and regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental laws, ordinances, rules, or regulations (hereinafter collectively the "Environmental Laws"). For purposes hereof, the term "Hazardous Materials" includes, without limitation, any flammable explosives, asbestos, PCB, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in any of the Environmental Laws.

(b) Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no obligation to clean-up, to comply with any law regarding, or to indemnify, defend or hold Landlord harmless with respect to, any Hazardous Materials which were not used, stored, disposed of, transported from or manufactured within the Leased Premises by Tenant or its agents,

contractors, or employees, and Landlord waives any right of contribution against Tenant with respect to any loss, cost or expense, including attorneys' fees and monitoring, clean-up or compliance costs (all such loss, cost or expense, including attorneys' fees and monitoring, clean-up or compliance costs being hereinafter collectively called "Compliance Costs") incurred by Landlord with respect to any such Hazardous Materials.

(c) Landlord shall indemnify and hold Tenant harmless from and against any and all Compliance Costs resulting from the presence of Hazardous Materials at the Leased Premises incurred by or assessed against Tenant to the extent such Compliance Costs arise out of or result from the presence of Hazardous Materials in, on, from or affecting the Leased Premises unless such Hazardous Materials were brought to the Leased Premises by Tenant or its agents. Each party agrees to provide the other party with copies of any notices pertaining to any governmental proceedings or actions (including requests or demands for entry onto the Leased Premises for purposes of inspection regarding the handling, disposal or clean-up of Hazardous Materials or claims, penalties, fines or assessments for Compliance Costs within five (5) business days after receipt thereof.

21. ESTOPPEL CERTIFICATES

Upon the request of either party, at any time and from time to time, Landlord and Tenant agree to execute and deliver to the other, within thirty (30) days after such request, a written instrument, duly executed (a) certifying that this Lease has not been modified and is in full force and effect or, if there has been a modification of this Lease, that this Lease is in full force and effect as modified, stating such modifications, (b) specifying the dates to which the Fixed Rent and Additional Rent have been paid, (c) stating whether or not, to the knowledge of the party executing such instrument, the other party hereto is in default and, if such party is in default, stating the nature of such default, (d) stating the Commencement Date, and (e) stating which options to renew the term have been exercised, if any.

22. NOTICES

(d) Any notices, consents, approvals, submissions, demands or other communications (which notices, consents, approvals, submissions, demands or other communications shall be hereinafter collectively called "Notices") given under this Lease or pursuant to any laws or governmental regulation, including, without limitation, those by Landlord to Tenant or by Tenant to Landlord shall be given: (a) if to Landlord, at the address of Landlord as hereinabove set forth or such other address as Landlord may designate by notice to Tenant from time to time as herein provided; or (b) if to Tenant, at the address of Tenant as hereinabove set forth or to such other address as Tenant may designate by notice to Landlord from time to time as herein provided. If Tenant shall be in doubt as to Landlord's address, Tenant may send any Notice to Landlord at the address to which Fixed Rent was last sent.

(e) All Notices referred to in this Lease shall be in writing and unless otherwise required in this Lease, shall be: (i) by registered or certified mail, return receipt requested, postage pre-paid; (ii) by pre-paid overnight courier delivery; or (iii) by personal delivery made with evidence of delivery or receipt obtained prior to 5:00 p.m. on a business weekday (or if no received prior to 5:00 p.m. on a business weekday then upon the next business weekday). All such Notices shall be deemed given and received the earlier of: (i) the date actually received; or (ii) four (4) days after the date such Notice is mailed by United States registered or certified mail, as provided above, in any post office or branch post office regularly maintained by the United States Government.

23. BROKER

Landlord represents that it dealt with no broker or brokers and Tenant represents that it dealt with no broker or brokers in connection with the negotiation, execution and delivery of this Lease.

24. SUCCESSORS

The provisions of this Agreement shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

25. GOVERNING LAW

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New Jersey. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall not be affected thereby and each and every provision of this Agreement shall be enforceable to the fullest extent permitted by law.

26. CAPTIONS

The captions preceding the "Articles" of this Agreement are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

27. NO WAIVER

The failure of either party to seek redress for violation of, or to insist upon the strict performance of, any term, covenant or condition contained in this Lease shall not prevent a similar subsequent act from constituting a default under this Lease.

28. END OF TERM

Upon the expiration or other termination of this Agreement, Tenant shall peacefully and quietly quit and surrender the Leased Premises in good order and condition, reasonable wear and tear excepted. If Tenant leaves behind any property in the Leased Premises, Landlord may dispose of it and charge Tenant for the cost of disposal or keep it as abandoned property.

29. ASSIGNMENT

Tenant may with Landlord's written consent sublet all or any part of the Leased Premises or license the use of any portion thereof or assign this Lease.

30. FLOOD ZONE DISCLOSURE

Pursuant to N.J.S.A. 46:8-50, Landlord is required to inform Tenant if the Leased Premises and/or the Property is located in, or if in the future the Leased Premises and/or the Property is determined to be located in, a flood zone or area. To Landlord's knowledge as of the date hereof, the Leased Premises and the Property are not located in a flood zone or area.

31. FULL AGREEMENT

The parties have read this Lease. It contains their full agreement. It may not be changed except in writing signed by Landlord and Tenant. The Agreement may be executed by Landlord and Tenant in counterparts. Each counterpart taken together constitutes the entire Agreement.

Signatures Landlord and Tenant agree to the terms of this Lease by signing below. If a party is a corporation, this Lease is signed by its proper corporate officers.

Witnessed or attested by:

THE BOARD OF CHOSEN FREEHOLDERS OF
THE COUNTY OF CUMBERLAND

By: Date:
LANDLORD

ROWAN COLLEGE OF SOUTH JERSEY

By: Date:
TENANT

EXHIBIT "A"

LEGAL DESCRIPTION

Issuing Office File No. RLS1927A-19

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Vineland, in the County of Cumberland, State of New Jersey:

BEGINNING at an iron bar for a corner in the westerly line of College Drive (a.k.a County Route 628, 66 feet wide); said iron bar being also the southeasterly corner of land now or formerly BISPO Real Estate Holdings, LLC; said point having NJPCS NAD '83 ('11) values of North 222,703.43 feet and East 335,325.08 feet; thence

(1) along said westerly line, crossing the municipal boundary line between City of Vineland and City of Millville, South 04° 18' 10" East, 1,888.24 feet, to a point of curvature (where formerly stood a concrete monument); thence

(2) still along same, along a curve to the left and southerly, having a radius of 1,079.84 feet, an arc distance of 379.49 feet (Chord = South 14° 22' 15" East, 377.54 feet), to an iron bar found for a corner; thence

(3) along the westerly line of other land of Cumberland County College, South 04° 18' 10" East, 190.04 feet, to an iron bar set for a corner; thence

(4) still along same, South 56° 20' 21" West, 220.00 feet, to an iron bar set for a corner; thence

(5) still along same, North 88° 15' 18" West, 105.41 feet, to an iron bar set for a corner; thence

(6) along a new line, the following eight (8) courses and distances: North 61° 50' 39" West, 369.10 feet, to an iron bar set for a corner; thence

(7) North 39° 04' 52" West, 171.65 feet, to an iron bar set for a corner; thence

(8) South 84° 02' 45" West, 72.19 feet, to an iron bar set for a corner; thence

(9) South 89° 27' 29" West, 37.15 feet, to an iron bar set for a corner; thence

(10) North 84° 49' 23" West, 65.56 feet, to an iron bar set for a corner; thence

(11) North 79° 03' 16" West, 51.29 feet, to an iron bar set for a corner; thence

(12) North 72° 09' 34" West, 50.35 feet, to an iron bar set for a corner; thence

(13) South 57° 06' 43" West, 144.88 feet, to an iron bar set for a corner in the easterly line of New Jersey State Highway Route 55 (300 feet wide); thence

(14) along said easterly line, along a curve to the right and northwesterly, having a radius of 5,850.00 feet, an arc distance of 1,136.13 feet (Chord = North 24° 10' 04" West, 1,134.35 feet), to an iron bar at a point of tangency; thence

(15) still along same, crossing aforesaid municipal boundary line between City of Millville and City of Vineland, North 18° 38' 47" West, 1,204.06 feet, to an iron bar for a corner where same is intersected by the southerly line of land now or formerly South Jersey Hospital, Inc.; thence

(16) along said southerly line, and along the southerly line of aforesaid land now or formerly BISPO Real Estate Holdings LLC, North 85° 41' 50" East, 1,720.89 feet to the Place of Beginning.

FOR INFORMATION PURPOSES ONLY: BEING known as Tax Lot 2 in Tax Block 6002 on the Official Tax Map of the City of Vineland, Cumberland County, State of NJ.

FOR INFORMATION PURPOSES ONLY: The mailing address is: 3322 College Dr, Vineland, NJ 08360.

PROPERTY DESCRIPTION

LAND AND PREMISES situate in the City of Millville, County of Cumberland and State of New Jersey as follows:

BEGINNING at a point in the Northwesterly right-of-way line of Buck Street (50 feet wide) and the division line between Lots 1 and 1.01, Block 418 said point being South 06 degrees 45 minutes 00 seconds West a distance of 52.00 feet from where said Northwesterly right-of-way line of Buck Street is intersection with the extended Southwesterly right-of-way line of Sassafra Street (33 feet wide, now conveyed to Cumberland County Homemaker-Home Healthaide Service, a New Jersey Non-Profit Corporation by Deed Book 2891, page 218); and extending thence

(1) Along said Northwesterly right-of-way line of Buck Street 06 degrees 45 minutes 00 seconds West a distance of 140.00 feet to a point in the division line between Lots 1.01 and 2, Block 418; thence

(2) Along said division line between Lots 1.01 and 2, Block 418 North 83 degrees 15 minutes 00 seconds West a distance of 46.00 feet to a point in the division line between Lots 1.01 and 2, Block 418; thence

(3) Along said division line between Lots 1.01 and 2, Block 418 North 06 degrees 45 minutes 00 seconds East a distance of 38.00 feet to a point in the division line between Lots 1.01 and 2, Block 418; thence

(4) Along said division line between Lots 1.01 and 2, Block 418 North 83 degrees 15 minutes 00 seconds West a distance of 22.00 feet to a point in the division line between Lots 1 and 1.01, Block 418; thence

(5) Along said division line between Lots 1 and 1.01, Block 418 North 06 degrees 45 minutes 00 seconds East a distance of 58.00 feet to a point in the division line between Lots 1 and 1.01, Block 418; thence

(6) Along said division line between Lots 1 and 1.01, Block 418 North 83 degrees 15 minutes 00 seconds West a distance of 14.00 feet to a point in the division line between Lots 1 and 1.01, Block 418; thence

(7) Along said division line between Lots 1 and 1.01, Block 418 North 06 degrees 45 minutes 00 seconds East a distance of 44.00 feet to a point in the division line between Lots 1 and 1.01, Block 418; thence

(8) Along said division line between Lots 1 and 1.01, Block 418 South 83 degrees 15 minutes 00 seconds East a distance of 82.00 feet to the point and place of beginning.

BEING commonly known as 10 Buck Street.

SUBJECT TO Subsurface Easement for the purpose of Construction, Reconstruction and Maintenance of existing bulkheads and adjoining anchor systems, the limits of said easement extending from the Easterly Bulkhead Line to the Maurice River to one foot beyond adjoining anchor system as constructed in accordance with a set of plans prepared by William J. McCafferty, P.E. & L.S. Lic. No. 13497, titled "MAURICE RIVER BULKHEAD" Sheets 1 of 12 through 12 of 12, dated September 15, 1987 and on file in the City Engineer's Office of the City of Millville.

THE ABOVE DESCRIBED tract of parcel of land and premises being described according to a Plan of Survey made by Johnson Design Associates, Inc. dated December 13, 2012.

TAX NOTE: Being known as Block 418, Lot 1.01 on the official tax map (For informational purposes only).

PROPERTY DESCRIPTION

LAND AND PREMISES situate in the City of Millville, County of Cumberland and State of New Jersey as follows:

BEGINNING at a point in the Northwesterly right-of-way line of Buck Street (50 feet wide) where said Northwesterly right-of-way line of Buck Street is intersected by the extended Southwesterly right-of-way line of Sassafra Street (33 feet wide, now conveyed to Cumberland County Homemaker – Home Healthaide Service, a New Jersey Non-Profit Corporation by Deed Book 2891, page 218) and extending thence

- (1) Along said Northwesterly right-of-way line of Buck Street South 06 degrees 45 minutes 00 seconds West a distance of 34.00 feet to a point in the division line between Lots 1 and 1.02, Block 418; thence
- (2) Along said division line between Lots 1 and 1.02, Block 418 North 83 degrees 15 minutes 00 seconds West a distance of 92.00 feet to a point in the division line between Lots 1 and 1.02, Block 418; thence
- (3) Along said division line between Lots 1 and 1.02, Block 418 North 06 degrees 45 minutes 00 seconds East a distance of 20.00 feet to a point in the division line between Lots 1 and 1.02, Block 418; thence
- (4) Along said division line between Lots 1 and 1.02, Block 418 North 83 degrees 15 minutes 00 seconds West a distance of 10.00 feet to a point in the division line between Lots 1 and 1.02, Block 418; thence
- (5) Along said division line between Lots 1 and 1.02, Block 418 North 06 degrees 45 minutes 00 seconds East a distance of 25.45 feet to a point in the division line between Lots 1 and 1.02, Block 418; thence
- (6) Along said division line between Lots 1 and 1.02, Block 418 South 83 degrees 31 minutes 15 seconds East a distance of 10.00 feet to a point in the division line between Lots 1 and 1.02, Block 418; thence
- (7) Along said division line between Lots 1 and 1.02, Block 418 North 06 degrees 45 minutes 00 seconds East a distance of 19.50 feet to a point in the division line between Lot 1.02, Block 418 and Lot 2, Block 417; thence
- (8) Along said division line between Lot 1.02, Block 418 and Lot 2, Block 417 South 83 degrees 15 minutes 00 seconds East a distance of 92.00 feet to a point in the Northwesterly right-of-way line of Buck Street; thence
- (9) Along said Northwesterly right-of-way line of Buck Street South 06 degrees 45 minutes 00 seconds West a distance of 31.00 feet to the point and place of beginning.

BEING a portion of the foot of Sassafras Street, being 33 feet wide and extending from the Westerly right of way line of Buck Street to the Easterly high water line of the Maurice River.

SUBJECT TO the right and freedom of access of Dry-Hydrant Standpipe assembly constructed for the purpose of Fire Protection, the said Dry-Hydrant Standpipe assembly being located on adjacent lands of the City of Millville between the Maurice River and the Westerly boundary line of the premises described herein.

SUBJECT TO Subsurface Easement for the purpose of Construction, Reconstruction and Maintenance of existing bulkheads and adjoining anchor systems, the limits of said easement extending from the Easterly Bulkhead Line to the Maurice River to one foot beyond adjoining anchor system as constructed in accordance with a set of plans prepared by William J. McCafferty, P.E. & L.S. Lic. No. 13497, titled "MAURICE RIVER BULKHEAD" Sheets 1 of 12 through 12 of 12, dated September 15, 1987 and on file in the City Engineer's Office of the City of Millville.

SUBJECT TO a 30 foot wide storm sewer easement being 15 feet on each side of the center of the existing 48 inch storm sewer, sand trap and junction box, extending from the Westerly right of way line of Buck Street to the Easterly high water line of the Maurice River for the purpose of maintenance, construction and re-construction of the existing system.

THE ABOVE DESCRIBED tract or parcel of land being described according to a Plan of Survey made by Johnson Design Associates, Inc., dated December 13, 2012.

TAX NOTE: Being known as Block 418, Lot 1.02 on the official tax map (For informational purposes only).

EXHIBIT "B"

JOINTURE AGREEMENT

EXHIBIT "C"

SHARED SERVICES AGREEMENT

**SHARED SERVICES AGREEMENT
BETWEEN CUMBERLAND COUNTY AND
ROWAN COLLEGE OF SOUTH JERSEY
FOR SECURITY SERVICES**

THIS AGREEMENT made as of the 1st day of July, 2019, (“Effective Date”) by and between the Cumberland County, having its principal offices located at 164 W. Broad Street, Bridgeton, New Jersey 08302 and Rowan College of South Jersey, a public body corporate and politic of the State of New Jersey, having an office at 1400 Tanyard Road, Sewell, New Jersey 08080 (“RCSJ”), collectively referred to individually as a “Party” or collectively as the “Parties.” Any reference to Cumberland County in this Agreement also refers to Cumberland County’s agent and/or designee.

WITNESSETH:

Whereas, RCSJ seeks cost-saving measures with respect to security services at the property commonly known as 3322 College Drive, Tax Block 6002, Tax Lot 2, in the City of Vineland, Cumberland County, New Jersey (the “College”); and

Whereas, Cumberland County possesses the ability to provide such services, which are more specifically described herein; and

Whereas, in an attempt to identify cost saving measures, RCSJ and the Cumberland County have discussed specific areas where services can be shared; and

Whereas, to that end, RCSJ and Cumberland County have negotiated this Shared Services Agreement between RCSJ and the Cumberland County (“Agreement”) with respect to the Services; and

Whereas, the Parties have the legal authority to enter into this Agreement under the Uniform Shared Service and Consolidation Act, N.J.S.A. 40A:65 et seq. (the “Act”); and

Now, Therefore, and in consideration of mutual promises, agreements and other considerations made by and between the Parties, RCSJ and the Cumberland County do hereby agree as follows:

I. SCOPE OF SERVICES

RCSJ seeks to partner with the Cumberland County for providing security services (the “Services”) at the College. The Services shall consist of:

A) SECURITY – Cumberland County will coordinate and implement the overall safety and security of the College’s personnel, student body and visitors. Cumberland County will integrate the campus security to include the current Technical High School as well as the College Campus to create one seamless security program.

Each member of the Cumberland County security staff will possess significant expertise, credentials, certification and training in the area of law enforcement, will hold at least ten (10) years of direct law enforcement and/or corrections experience, and will be fully licensed to carry a firearm within the State of New Jersey. The security team will be directed from a centrally located command center to ensure the most effective and efficient supervision and implementation is maintained on a daily basis. Cumberland County will appropriately assign safety personnel to the campus in order to meet the scope of services detailed below;

- 1) Oversee the performance of safety and security checks including the communication system. All access controls, cameras and surveillance will be monitored by security staff.
- 2) Respond to calls for emergency assistance and service. Assist students, faculty, staff or visitors that become ill or incapacitated. Intercede in unruly situations. Escort individuals off the campus as required. All security personnel provided for such services and for the patrol of campus grounds shall be armed and act in accordance with the College's Weapons on Campus policy.
- 3) Observe, identify and respond to safety and security incidents and situations. Investigate and report any illegal or suspicious criminal activity.
- 4) Work closely with the local police department in reporting and responding to safety/security situations.
- 5) Patrol campus grounds.
- 6) Conduct thorough security and safety checks of all assigned College facilities, to include checking for open doors, windows and other unsafe conditions, to insure their integrity and the safety of their contents. Unlock/Lock gate doors at scheduled times.
- 7) Prepare a College Campus Safety and Security Assessment.
- 8) Evaluate and update the College Security Procedures Manual to include Emergency Procedures Plan, Emergency Notification Systems and Procedures Plan, etc.
- 9) Assist with the implementation of the College Campus Security Camera and Building Access/Controls Project.
- 10) Implement Campus-wide Security Training and Emergency Program.
- 11) Implement security personnel training programs.

- 12) Assist with Title IX reporting and investigations
- 13) Provide, update and monitor required Clery Act Reporting.
- 14) Assist with the reporting of any hazardous or bio-hazardous materials on campus and/or off campus locations
- 15) All emergency evacuation, training and related activities will be conducted by Cumberland County.
- 16) Comply with all applicable laws and regulations, including CHP disposal, and PEOSA and OSHA safety guidelines.

Issues or concerns related to student conduct/behavior fall under the jurisdiction of the Office of Judicial Affairs for disposition, with mental/emotional health concerns referred to the mental health counselor or the Student Intervention Team (SIT).

However, based on extenuating or exigent circumstances, and in the interest of public safety, there are some situations (i.e., serious crimes) that Security may need to immediately involve law enforcement and simultaneously notify Judicial Affairs. Notwithstanding the decision to involve law enforcement, victims, at their discretion, have the choice of remaining to speak with law enforcement or not (and may be asked/required to sign a waiver accordingly). Being an undocumented person, in itself, does not constitute a serious crime that would cause law enforcement notification/involvement.

Judicial Affairs and Security should have a collaborative relationship of information sharing and mutual support in the resolution of student conduct/behavior related matters.

Cumberland County will provide security services only from Monday through Saturday from 6:00 a.m. to 11:00 p.m. when classes are in session. Cumberland County has no such obligation to provide security services before the commencement of classes and after the conclusion of classes and shall have no obligation to provide security services on Sundays and legal holidays.

It is agreed that the security services provided by Cumberland County shall include a K-9 Team. RCSJ gives its prior and future approval for the K-9 Team and their integration at the College for additional security protections.

Notwithstanding anything appearing herein to the contrary, it is agreed that the Cumberland County shall have access to the College's student schedules and other identifiers for use in the case of emergencies. Unless otherwise provided by "FERPA," such access: a) shall be subject to the College's direct control over the use of that information and the maintenance of those records; and b) Cumberland County shall not

share that student information with any third parties without the advance written consent of the College, and shall utilize the information only to the extent reasonably necessary to carry out its security duties hereunder. Cumberland County shall simultaneously inform the College's Registrar of the aforesaid emergent use of the student information, or, to the extent that said simultaneous notification is not feasible, then as soon as it is reasonably practicable to do so.

II. FEE FOR SERVICES

The total annual cost to RCSJ for Security services at the College will be \$405,000 for the first year which shall be invoiced monthly in equal, pro-rated portions. This annual fee shall increase by 3.0% on an annual basis commencing on the anniversary date of this Agreement.

III. STANDARD OF CARE

The Parties, their employees, agents and independent contractors, if applicable, shall at all times act and render Services utilizing reasonable business efforts. Nothing in this section shall be construed as to limit any higher standard of care that may be required by law.

IV. TERM AND TERMINATION

This Agreement shall begin on the Effective Date and shall remain in effect for a period of twenty-five (25) years. It shall be binding upon the parties' successors. This Agreement shall terminate (i) if the Lease Agreement between The Board of Chosen Freeholders of the County of Cumberland and Rowan College of South Jersey is terminated; or (ii) on or after July 1, 2022 upon no less than eighteen (18) months written notice by RCSJ to Cumberland County if RCSJ has determined that the costs of this Agreement are prohibitive in the operation of the College in Cumberland County for secondary and/or higher educational purposes.

V. MUTUAL COOPERATION

The Parties agree to cooperate with one another in performing the duties and responsibilities delineated herein. The parties agree to an annual review by Cumberland County Trustees/designees and RCSJ of the past year's performance under this Agreement, to ensure smooth, effective, and amicable functioning as contemplated by the parties.

VI. INDEMNIFICATION

A. Cumberland County shall indemnify and hold the RCSJ, its governing body, its officers, employees, and agents harmless against any and all liability, losses, costs, damages, claims, judgments or expenses, which shall be incurred by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, arising out of or in any way related to the negligent performance of any act or negligent omission of Cumberland County or its employees under this Agreement.

B. RCSJ shall indemnify and hold Cumberland County, its governing body, its officers, employees, and agents harmless against any and all liability, losses, costs, damages, claims, judgments or expenses, which shall be incurred by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, arising out of or in any way related to the negligent performance of any act or negligent omission of the RCSJ or its employees under this Agreement.

C. No Service providers subject to this Agreement, who are contracted with Cumberland County, shall be considered employees, agents or assigns of RCSJ.

VII. ASSIGNMENT

This Agreement shall not be assignable by either Party, except upon written agreement signed by both Parties.

VIII. REMEDIES

A. Controversies and Claims Subject to Mediation. Any controversy or claim arising out of or related to this Agreement, or the breach thereof, shall be initially sought to be resolved by mediation.

B. Performance Pending Mediation. During mediation proceedings, Cumberland County and RCSJ shall continue to perform all duties and responsibilities described in this Agreement subject to the terms of Paragraph V herein.

C. When Mediation May be Demanded. Prior to either Party submitting a demand for mediation, the aggrieved Party shall attempt to resolve the problem directly with the other Party. The aggrieved Party shall submit a written notice of dispute to the other Party. The receiving Party shall respond in writing.

D. Demand for mediation of any claim shall not be made until the earlier of the following:

1. Five (5) business days after the receiving Party has provided its written response to the aggrieved Party's notice of dispute; or
2. Fifteen (15) days have passed after submission of the original,

written notice of dispute by the aggrieved Party and the receiving Party has not responded.

3. If the written response from the receiving Party does not resolve the dispute, the aggrieved Party shall have fifteen (15) days from the date of the receiving Party's response to file a demand for mediation ("Mediation Demand"). If the aggrieved Party fails to do so, it shall be deemed to have waived its right pursuant to this Agreement to demand mediation with regards to the dispute.

F. Procedure to Request Mediation. Either Party may demand mediation by written notice to the other Party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that Party's designated representative for purposes of mediation.

1. The other Party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

2. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the Parties cannot agree on a mediator, they shall choose a reputable mediation firm.

G. Procedures at Mediation. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the Parties and the mediator or, if the Parties cannot agree, as may be determined by the mediator.

H. Cost of Mediation. Each Party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the Parties.

I. Failure of Mediation. If a good faith effort to resolve the dispute through mediation is unsuccessful, either Party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, any Party may submit the dispute to the Superior Court of New Jersey, Cumberland County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

J. Should any dispute arise pertaining to any Invoice issued by Cumberland County, RCSJ shall provide written notification of such dispute within five (5) business days of receiving the Invoice. Notwithstanding the provision of written notice of a dispute, RCSJ shall render performance in accordance with Paragraph III. The Parties shall work together to negotiate in good faith a reasonable resolution with regards to the dispute. If the Parties are unable to reach a resolution, the Parties shall act in accordance with this Paragraph. If through subsequent negotiation, arbitration or litigation the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the Party having received the payment shall forthwith repay the excess.

IX. INSURANCE

At all times during the term of this Agreement, Cumberland County and RCSJ shall maintain or cause to be maintained with responsible insurers who are authorized to

do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk, workers compensation and comprehensive general liability insurance as provided in Exhibit A attached. RCSJ shall be obligated to pay for the cost of all such insurance required to enter into this agreement and shall name the Cumberland County as an additional insured. Cumberland County shall also maintain the required coverage for their operations and shall name RCSJ as additional insured.

X. WAIVER

In the event that any provision which is contained in this Agreement shall be breached by either Party and thereafter such breach shall be waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

XI. NO PERSONAL LIABILITY

No covenant, condition or agreement contained in this Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of either Cumberland County or RCSJ, in his or her individual capacity, and neither the officers, agents or employees of Cumberland County and RCSJ, nor any official executing this Agreement shall be liable personally on this Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Agreement.

XII. MISCELLANEOUS

A. Relationship Between the Parties. Pursuant to the Act, any Party performing a service under this Agreement is the general agent of any other Party on whose behalf that service is performed, and that agent-Party has full powers of performance and maintenance of the service contracted for, and full powers to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, obligations and responsibilities under the agreement. These powers include all powers of enforcement and administrative regulation which are, or may be, exercised by the Party on whose behalf the agent-Party acts pursuant to the Agreement, except as the powers are limited by the terms of the Agreement itself.

B. Either Party may freely enter into another agreement or agreements with any other eligible entities for the performance of any service or services pursuant to the Act. The participation in one agreement shall not bar participation with the same or other parties in any other agreement.

C. Amendment. This Agreement may not be amended or modified for any reason without the express prior written consent of the Parties hereto. Any amendment to

this Agreement must be signed by both Parties and attached hereto.

D. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

E. Severability. In the event that any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

F. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

G. Entire Agreement. This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

H. Further Assurances and Corrective Instruments. Each Party shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Services or to correct any inconsistent or ambiguous term hereof.

I. The Paragraph and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

J. Non-Waiver. It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the Parties, or any of them, of any right which is not explicitly waived in this Agreement.

K. Governing Law. The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

XIII. COMPLIANCE WITH THE UNIFORM SHARED SERVICES AND CONSOLIDATION ACT

In accordance with N.J.S.A. 40A:65 *et seq.*, this Agreement shall be filed with the Division of Local Government Services.

ATTEST

**THE BOARD OF CHOSEN
FREEHOLDERS OF THE
COUNTY OF CUMBERLAND**

Dated:

ATTEST

**ROWAN COLLEGE OF
SOUTH JERSEY**

Dated:

216770114v4

**SHARED SERVICES AGREEMENT BETWEEN CUMBERLAND COUNTY
AND ROWAN COLLEGE OF SOUTH JERSEY FOR FACILITIES AND
CAPITAL PROJECTS MANAGEMENT**

THIS AGREEMENT made as of the 1st day of July, 2019, by and between Cumberland County, having its principal offices located at 164 W. Broad Street, Bridgeton, New Jersey 08302 and Rowan College of South Jersey, a public body corporate and politic of the State of New Jersey, having an office at 1400 Tanyard Road, Sewell, New Jersey 08080 (“RCSJ”), collectively referred to individually as a “Party” or collectively as the “Parties.” Any reference to Cumberland County in this Agreement also refers to Cumberland County’s agent and/or designee.

WITNESSETH:

Whereas, RCSJ seeks cost-saving measures with respect to facilities and capital projects management at the property commonly known as 3322 College Drive, Tax Block 6002, Tax Lot 2, in the City of Vineland, Cumberland County, New Jersey (the “College”); and

Whereas, the Cumberland County possesses the ability to provide such services at the College, which are more specifically described herein; and

Whereas, in an attempt to identify cost saving measures, RCSJ and Cumberland County have discussed specific areas where services can be shared; and

Whereas, to that end, RCSJ and Cumberland County have negotiated this Shared Services Agreement between RCSJ and the Cumberland County (“Agreement”) with respect to the Services; and

Whereas, the Parties have the legal authority to enter into this Agreement under the Uniform Shared Service and Consolidation Act, N.J.S.A. 40A:65 et seq. (the “Act”); and

Now, Therefore, and in consideration of mutual promises, agreements and other considerations made by and between the Parties, RCSJ and the Cumberland County do hereby agree as follows:

AGREEMENT

I. SCOPE OF SERVICES

RCSJ seeks to partner with Cumberland County with Cumberland County providing facilities and capital projects management services (the “Services”) at the College. In addition to the Services described below, Cumberland County will assume ownership of all College facilities equipment and vehicles (See “Exhibit A” for list of “Fixed Assets”) and Cumberland County shall be responsible for maintenance and repair of all facilities equipment and vehicles. Cumberland County shall also manage and

coordinate current Vendors associated with the subject shared services. The Services Cumberland County will provide shall consist of:

A) Custodial – Cumberland County will provide a clean, safe and healthy environment for the College's campus. Cumberland County will remain current in the areas of environmentally sustainable products, the latest in equipment technology and industry best practices to achieve the highest levels of health, efficiency and effectiveness. Cumberland County will work daily to prepare existing classrooms, offices and other indoor spaces for all College campus activities at the highest level on a daily basis. Specific custodial services will include, but not be limited to:

- 1) Provision and supervision of the custodial staff and contracted custodial service providers in the performance of all required custodial services to the College, including during special College events and during emergency situations.
- 2) Maintain the custodial supplies inventory and be familiar with all MSDS Specification sheets and Right to Know regulations.
- 3) Track and maintain personnel records, evaluations, attendance, time sheets, disciplinary actions, etc.
- 4) Develop training programs for all custodial staff in current custodial procedures including updated safe work practices.

B) Maintenance and Repairs – Cumberland County will operate, repair and maintain all of the facilities of the College's campus, including, but not limited to, academic and classroom facilities, and the Arts and Innovation Center and the Paula Ring Center. Cumberland County's maintenance technicians and contractors are a mix of multi-talented, multi-skilled trades personnel who are experienced in all areas of building mechanical, electrical, plumbing and structural systems. Cumberland County will be responsible for preventative maintenance in the College's buildings as well as routine maintenance, repair and emergency response. Specific maintenance and repair services will include, but not be limited to:

- 1) Ensure the smooth daily operations of College campus facilities and systems and maintain life/safety and compliance standards.
- 2) Maintain facilities and grounds equipment in operational condition.
- 3) Perform facilities and grounds maintenance operations as required.
- 4) Estimate materials and supplies usage to facilitate facilities and grounds operations.
- 5) Maintain all record drawings, blueprints, CAD files, specifications, construction documentation, and OEMs for facilities and grounds. College will retain ownership and Cumberland County will have custody.

6) Assure compliance with OSHA standards and applicable fire and life safety codes and regulations.

7) Perform routine maintenance on cleaning equipment and perform routine, basic maintenance repairs as assigned.

8) Monitor and repair cooling towers, boilers and related mechanical systems for potential problems, and develop and implement a course of correction.

C) Landscaping and Irrigation – Cumberland County will ensure a pristine appearance of all grounds on the College campus. The acreage that encompasses the campus serves a diverse community of students, faculty, staff and visitors, and the exterior environment is a critical component of their shared learning and work space.

Landscape maintenance shall be performed in coordination with contracted vendors to address areas such as turf mowing, irrigation, landscape pest control, and tree pruning by technically trained professionals. Cumberland County shall be responsible for landscape installations that are part of a capital project or facility renovation.

In addition to landscape related items, Cumberland County will coordinate snow/ice removal and treatment of paved surfaces.

Specific landscaping and irrigation services will include, but not be limited to:

1) Supervise application of, and apply pesticides, including but not limited to microbicides, herbicides, insecticides, dormant oils, and fungicides to control weeds, insects and diseases attacking campus turf and plant materials as well as cooling tower water.

2) Develop, record, and participate in timely seasonal schedules, including, but not limited to, decorative and/or ornamental horticultural plantings and maintenance, irrigation startup and repairs, procurement, delivery, and application of turf supplements, turf cutting, winterization of irrigation system, leaf removal, weeding, trimming, and landscape pruning.

3) Maintain the grounds supplies inventory and be familiar with all MSDS specification sheets and Right to Know regulations.

4) Maintain athletic fields and tennis courts, including but not limited to warning track, bullpens, mounds, turf and skin areas, etc.

5) Develop training programs for all grounds staff in current procedures, including updated safe work practices.

6) Monitor landscaping and associated turf areas for potential problems and develop and implement a course of correction.

7) Make proactive recommendations for improvements and assist in the development of a campus landscaping master plan.

8) Coordination, supervision and oversight of snow removal and other site concerns related to weather related storms and events

9) Damaged tree/branch removal, trash removal from parking lots and grounds

D) Capital Projects Oversight and Implementation – Cumberland County will assist in the design, budgeting, bidding, coordination and implementation of the College's capital projects. RCSJ will consult with Cumberland County, but determine and approve all aspects of capital developments and conceptual design. Cumberland County will have a central point of contact at the RCSJ who will be responsible for obtaining any and all necessary College and/or Trustee approvals. RCSJ (and its Board of Trustees) and Cumberland County will work in tandem as necessary to dictate the parameters of the project, including providing the lead on project design and specifications.

The construction management division brings more than 100 years of collective construction management experience including a registered architect, licensed planner and financial analyst that will work as a team to bring the College's projects to fruition. With the assistance of the registered architect, licensed planner and financial analyst, Cumberland County will assist in the financing, development, bidding, and construction with advance approval by the College administration. All costs of these services shall be included in the specific project budget, and shall not be charged to the College. Per the College's direction and delineated project scope, Cumberland County's capital projects oversight and implementation services will include, but not be limited to:

1) Develop specifications and drawings and manage new construction.

2) Design, estimate, and manage in-house facilities and grounds renovations.

3) Direct and manage the contracts and performance of all external professionals, vendors, and contractors.

4) Direct and manage the public bidding and contracting process on behalf of the College.

5) Provide in-house construction management services for College renovations and capital projects.

6) Ensure project adherence to plans and specifications and oversee project punch list and close out process.

7) Maintain all record drawings, blueprints, CAD files, specifications, construction documentation, and OEMs for facilities and grounds.

E) General Office, Budget, Purchasing and Administrative Support for Facilities and Custodial Services – Specific services shall include, but not be limited to:

- 1) Communicate in a professional, courteous manner with all internal and external contacts.
- 2) Answer and route telephone calls to the appropriate area or individual, provide information to callers, and place outgoing calls if required.
- 3) Resolve routine problems for College personnel.
- 4) Coordinate mail room staff and scheduling.
- 5) Prepare outgoing and incoming mail and packages, with required data input and paperwork.
- 6) Assist College staff with the preparation and management of departmental budget, and the development of departmental policies and procedures.
- 7) Manage and direct office purchases and manage budget in conjunction with the Cumberland County's Qualified Purchasing Agents and College CFO/Purchasing Agent. Cumberland County will ensure that vendors associated with the subject shared services will provide the specified services to the satisfaction of the College.
- 8) Compile and maintain a list of blanket purchase orders and associated balances.
- 9) Coordinate the College's recycling efforts.
- 10) Coordinate the College's (on and off campus) medical waste disposal.
- 11) Correspond and file digital reports to respective environmental agencies.

F.. Use of Transferred Assets. The transferred assets may be used by Cumberland County on other Cumberland County project sites. Cumberland County will be responsible for renewal and replacement of the transferred assets as necessary. If Cumberland County buys a new or replacement piece of equipment, that equipment will become the Cumberland County's property. During the term of the Agreement, the College may also be provided access to separate Cumberland County equipment such as street sweepers, landscaping equipment, wood chippers, and dumpsters that are not presently available to the College.

II. FEE FOR SERVICES

The total annual cost to RCSJ for Custodial, Maintenance, Landscaping, General Office, Budget, Purchasing and Administrative Support services will be \$950,000 for the first year which shall be invoiced monthly in equal, pro-rated portions. This annual fee shall increase by 3.5% on an annual basis.

Capital Projects Oversight and Implementation will be charged at a flat fee of 2% of the total project costs. This fee will be deducted directly from the approved and funded project budget authorized by RCSJ and Cumberland County.

Many of the above referenced services will involve Cumberland County coordinating and managing the RCSJ's vendors. All coordination, bidding, management and oversight of vendors' work is included in the fee listed above. The actual fees for service paid to the vendors will be billed directly to Cumberland County for payment. All service contracts will be reviewed and approved by Cumberland County before authorizing any work or annual contract.

Any major repair, in excess of \$500.00, that cannot be handled by Cumberland County will be billed directly to RCSJ. Cumberland County will obtain approval from RCSJ prior to authorizing this work.

The cost of any materials or items that must be purchased by Cumberland County for maintenance, repairs, and/or other services provided by Cumberland County to the RCSJ will be invoiced to RCSJ. Cumberland County will seek prior authorization from RCSJ for any required purchases over \$500.00. Cumberland County will be responsible for all personnel costs required to implement the shared service agreement. All materials and supplies required to complete the specified work will be billed directly to the RCSJ.

III. STANDARD OF CARE

The Parties, their employees, agents and independent contractors, if applicable, shall at all times act and render Services utilizing reasonable business efforts. Nothing in this section shall be construed as to limit any higher standard of care that may be required by law or the Professional Rules of Conduct.

IV. TERM AND TERMINATION

Except as provided in XV, below, the services contemplated hereunder shall commence on July 1, 2019, and the initial term of this Agreement shall commence on that date and continue for a period of twenty-five (25) years thereafter, or until June 30, 2044. It shall be binding upon the parties' successors. This Agreement shall terminate (i) if the Lease Agreement between The Board of Chosen Freeholders of the County of Cumberland and Rowan College of South Jersey is terminated; or (ii) on or after July 1, 2022 upon no less than eighteen (18) months written notice by RCSJ to Cumberland County if RCSJ has determined that the costs of this Agreement are prohibitive in the operation of the College in Cumberland County for secondary and/or higher educational purposes.

V. MUTUAL COOPERATION

The Parties agree to mutually cooperate with one another in performing the duties and responsibilities delineated herein. The parties agree to an annual review by Cumberland County Trustees/designees and RCSJ of the past year's performance under this Agreement, to ensure smooth, effective, and amicable functioning as contemplated by the parties.

VI. INDEMNIFICATION

A. Cumberland County shall indemnify and hold the RCSJ, its governing body, its officers, employees, and agents harmless against any and all liability, losses, costs, damages, claims, judgments or expenses, which shall be incurred by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, arising out of or in any way related to the negligent performance of or any act or omission of the Cumberland County or its employees under this Agreement.

B. RCSJ shall indemnify and hold Cumberland County, its governing body, its officers, employees, and agents harmless against any and all liability, losses, costs, damages, claims, judgments or expenses, which shall be incurred by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, arising out of or in any way related to the negligent performance of or any act or omission of RCSJ or its employees under this Agreement.

C. No Service providers subject to this Agreement, who are contracted with Cumberland County, shall be considered employees, agents or assigns of RCSJ.

VII. ASSIGNMENT

This Agreement shall not be assignable by either Party, except upon written agreement signed by both Parties.

VIII. REMEDIES

A. Controversies and Claims Subject to Mediation. Any controversy or claim arising out of or related to this Agreement, or the breach thereof, shall be settled by mediation. If a dispute between Cumberland County and RCSJ arises during the course of this Agreement, the Parties will make a good faith effort to resolve the dispute through non-binding mediation.

B. Performance Pending Mediation. During mediation proceedings, Cumberland County and RCSJ shall continue to perform all duties and responsibilities described in this Agreement subject to the terms of Paragraph V herein.

C. When Mediation May be Demanded. Prior to either Party submitting a demand for mediation, the aggrieved Party shall attempt to resolve the problem directly with the other Party. The aggrieved Party shall submit a written notice of dispute to the other Party. The receiving Party shall respond in writing.

D. Demand for mediation of any claim shall not be made until the earlier of the following:

1. Five (5) business days after the receiving Party has provided its written response to the aggrieved Party's notice of dispute; or
2. Thirty (30) days have passed after submission of the original, written notice of dispute by the aggrieved Party and the receiving Party has not responded.
3. If the written response from the receiving Party does not resolve the dispute, the aggrieved Party shall have thirty (30) days from the date of the receiving Party's response to file a demand for mediation ("Mediation Demand"). If the aggrieved Party fails to do so, it shall be deemed to have waived its right pursuant to this Agreement to demand mediation with regards to the dispute.

E. A Party who files a Mediation Demand must assert all claims then known to that Party for which mediation may be demanded. Any claim that the Party fails to assert shall be deemed waived. If a Party fails to include a claim because of excusable neglect, or when a claim has matured or is subsequently acquired, the mediator or mediators may permit amendments.

F. Procedure to Request Mediation. Either Party may demand mediation by written notice to the other Party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that Party's designated representative for purposes of mediation.

1. The other Party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.
2. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the Parties cannot agree on a mediator, they shall choose a reputable mediation firm.
3. Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the Parties and shall provide the Parties with a summary of each person's qualifications to serve as mediator. Each Party shall rank the proposed mediators in order of preference.
4. The fifth and any lower ranked persons on each list will be excluded from further consideration.

5. The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

6. In the event of a tie, the mediator shall be chosen by lot.

G. Procedures at Mediation. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the Parties and the mediator or, if the Parties cannot agree, as may be determined by the mediator. The Parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

H. Cost of Mediation. Each Party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the Parties.

I. Failure of Mediation. If a good faith effort to resolve the dispute through mediation is unsuccessful, either Party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, any Party may submit the dispute to the Superior Court of New Jersey, Cumberland County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

J. Should any dispute arise pertaining to any Invoice issued by Cumberland County, RCSJ shall provide written notification of such dispute within five (5) business days of receiving the Invoice. Notwithstanding the provision of written notice of a dispute, RCSJ shall render performance in accordance with Paragraph III. The Parties shall work together to negotiate in good faith a reasonable resolution with regards to the dispute. If the Parties are unable to reach a resolution, the Parties shall act in accordance with this Paragraph. If through subsequent negotiation, arbitration or litigation the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the Party having received the payment shall forthwith repay the excess.

IX. INSURANCE

At all times during the term of this Agreement, Cumberland County shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance. Cumberland County shall be obligated to pay for the cost of all such insurance and shall name RCSJ as an additional insured.

X. WAIVER

In the event that any provision which is contained in this Agreement shall be breached by either Party and thereafter such breach shall be waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

XI. NO PERSONAL LIABILITY

No covenant, condition or agreement contained in this Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of either Cumberland County or RCSJ, in his or her individual capacity, and neither the officers, agents or employees of Cumberland County and RCSJ, nor any official executing this Agreement shall be liable personally on this Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Agreement.

XII. MISCELLANEOUS

A. Relationship Between the Parties. Pursuant to the Act, any Party performing a service under this Agreement is the general agent of any other Party on whose behalf that service is performed, and that agent-Party has full powers of performance and maintenance of the service contracted for, and full powers to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, obligations and responsibilities under the agreement. These powers include all powers of enforcement and administrative regulation which are, or may be, exercised by the Party on whose behalf the agent-Party acts pursuant to the Agreement, except as the powers are limited by the terms of the Agreement itself.

B. Either Party may freely enter into another agreement or agreements with any other eligible entities for the performance of any service or services pursuant to the Act. The participation in one agreement shall not bar participation with the same or other parties in any other agreement.

C. Amendment. This Agreement may not be amended or modified for any reason without the express prior written consent of the Parties hereto. Any amendment to this Agreement must be signed by both Parties and attached hereto.

D. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

E. Severability. In the event that any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

F. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

G. Entire Agreement. This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

H. Further Assurances and Corrective Instruments. Each Party shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such

supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Services or to correct any inconsistent or ambiguous term hereof.

I. The Paragraph and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

J. Non-Waiver. It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the Parties, or any of them, of any right which is not explicitly waived in this Agreement.

K. Governing Law. The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

XIII. COMPLIANCE WITH THE UNIFORM SHARED SERVICES AND CONSOLIDATION ACT

In accordance with N.J.S.A. 40A:65 *et seq.*, this Agreement shall be filed with the Division of Local Government Services.

ATTEST

**THE BOARD OF CHOSEN
FREEHOLDERS OF THE
COUNTY OF CUMBERLAND**

Dated:

ATTEST

**ROWAN COLLEGE OF
SOUTH JERSEY**

Dated:

EXHIBIT "D"

PERMITTED ENCUMBRANCES

File No.: **RLS1927A-19**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Subject to easement to Atlantic City Electric Company as contained in Deed Book 1053, Page 552; Deed Book 1053, Page 556; Deed Book 1070, Page 279; Deed Book 1070, Page 282; Deed Book 1404, Page 251; Deed Book 1433, Page 242; and Deed Book 4134, Page 6143.
2. Subject to easement to Atlantic City Electric Company and New Jersey Bell Telephone Company as contained in Deed Book 1178, Page 193.
3. Subject to Right of Way Grant to South Jersey Gas Company as contained in Deed Book 1378, Page 268.
4. Subject to Utility Easement Agreement to Atlantic City Electric Company and Verizon New Jersey, Inc. as contained in Deed Book 4134, Page 6147.
5. Subject to Sight Triangle Easement as contained in Deed Book 2733, Page 184; Deed Book 2733, Page 187; Deed Book 2733, Page 190; and Deed Book 4174, Page 8360.
6. Subject to Deed of Easement to Atlantic City Electric Company and Verizon New Jersey, Inc., as contained in Deed Book 2698, Page 186.
7. Subject to Right of Way Agreement to the County of Cumberland as contained in Deed Book 4102, Page 9044.
8. Subject to easements as contained in Deed Book 1205, Page 267.
9. Rights, public and private, in and to all roads, streets, and avenues crossing, bounding or affecting the premises.
10. Rights public and private, together with flooding and drainage rights, if any, in and to all streams, rivers, or water courses crossing, bounding or affecting the premises.



**RESOLUTION TO APPROVE AN AGREEMENT BETWEEN
ROWAN COLLEGE OF SOUTH JERSEY AND SHI
INTERNATIONAL CORP FOR THE PURCHASE OF ADOBE
PRODUCTS AND SERVICES FOR THE CUMBERLAND CAMPUS**

WHEREAS, Pursuant to the provisions of NJSA 18A:64A-25.5 (19), the Board of Trustees may by resolution purchase goods or services for the use, support or maintenance of proprietary computer hardware, software peripherals and system development for the hardware without public advertising for bids; and

WHEREAS, The college administration has determined that SHI International Corp is the sole source provider of Adobe products and services based on NERCOMP Consortium pricing; and

WHEREAS, SHI International Corp has submitted a proposal based on NERCOMP Consortium pricing (Exhibit "A") to provide access to Adobe products and services for the Cumberland Campus for a three-year period of September 27, 2019 through September 26, 2022 for a total of \$43,460.55; and

WHEREAS, the Chief Financial Officer has certified the availability of funds;

NOW, THEREFORE, BE IT RESOLVED that the Rowan College of South Jersey Board of Trustees authorizes the Rowan College of South Jersey Cumberland Campus to enter into an agreement with SHI International Corp to provide access to Adobe products and services for the period of September 27, 2019 through September 26, 2022.

ADOPTED at the regular scheduled meeting of the Board of Trustees of Rowan College of South Jersey held September 3, 2019.


Gene J. Concordia, Chair

Attested:

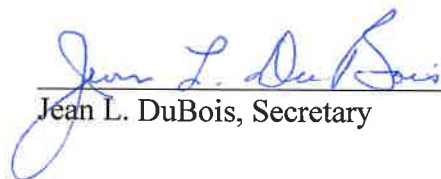

Jean L. DuBois, Secretary



Exhibit A
NERCOMP Consortium Member Enterprise Term License Sales Order

Rowan College of South Jersey - Cumberland ("Consortium Member" or "Customer") agrees to purchase the Adobe Products and Services set out in this Sales Order by placing an order with Adobe Partner.

1. Adobe Products and Services.

Line Number	Adobe SKU	Product Description	Annual Unit Fees (per FTE/User)	Quantity	Annual Instalment Fee (Unit Fees x Quantity)
01.	65290666	OPTION 1: All Apps HED Faculty/Staff 100GB (100% Faculty/Staff)	66.15	219	\$14,486.85
02.	65290666	OPTION 2: All Apps HED Faculty/Staff 100GB – Art & Design Schools (100% Faculty Staff with 100% Students, tied to Line 03)	52.00		
03.	65290661	OPTION 2: All Apps for Higher EDU Students 100GB – Art & Design Schools (100% Students, tied to Line 02)	26.00		
04.	65290666	OPTION 3: * All Apps HED Faculty/Staff 100GB (minimum of 20% Faculty/Staff and 100% Students, Customer will select either Option 3A, 3B, or 3C as set forth below)	52.00		
05.	65290661	OPTION 3A All Apps for Higher EDU Students 100GB (100% Students with 30,000 minimum licenses)	26.00		
06.	65290661	OPTION 3B All Apps for Higher EDU Students 100GB (100% Students with 75,000 minimum licenses)	22.50		
07.	65290661	OPTION 3C All Apps for Higher EDU Students 100GB (100% Students with 118,000 minimum licenses)	19.00		
08.	65297410	Shared Device License HED	0.00		
Total License Term Fees (Annual Instalment Fee X Number of Years Left Remaining in License Term):					<u>\$43,460.55</u>

* The pricing for the Product in Line 04 is determined by Participating Member's total FTE count. Participating Member must deploy Creative Cloud Enterprise All Apps to a minimum of 20% of its FTE count. If Participating Member requires its initial deployment to be in excess of the required minimum of 20%, then Participating Member may elect to deploy Creative Cloud Enterprise All Apps to a percentage of its FTE count in excess of the 20%, provided that such percentage is in multiples of 10% (i.e. 30%, 40%, 50%), and such initial deployment % will serve as the Participating Member's baseline initial deployment % for its FTE count. If Participating Member's deployment of these products exceeds its initial deployment percentage indicated in the preceding sentence by 5% or more, Participating Member must pay pro-rata license fees for the over-deployment, within 30 days of its occurrence. Fees shown are based upon quantities purchased as of the Effective Date. Participating Member is not entitled to use, download, or access any products or services that are not specifically licensed under this Sales Order, even if others are made available for download.

2. Terms and Conditions

2.1 Consortium Member agrees that by signing this Sales Order, it is agreeing that Adobe is an intended third party beneficiary of this Agreement, and has a right to enforce its terms. The Products and Services listed in the table in Section 1 are governed under: (A) this Sales Order, and (B) the parts of the **Adobe Enterprise Licensing Terms**, available at [https://nercomp.org/vendor/adobe-etla-site-license/\(2015v2\)](https://nercomp.org/vendor/adobe-etla-site-license/(2015v2)) ("General Terms") consisting of the General

Terms and the applicable Product Specific Licensing Terms, subject to any modifications detailed herein, and (C) the purchase order issued to the Adobe Partner (collectively, the "Agreement"). The mutual obligations of NERCOMP, Inc., Consortium Member and Adobe are also subject to and contingent upon the execution of the Memorandum of Understanding between Adobe and Nercomp, Inc. on or before 15 September 2019, ("Memorandum of Understanding", available on the NERCOMP website at www.nercomp.org) and upon Consortium Member's placement of an order consistent with the terms of this Sales Order with Adobe Partner by that date.

- 2.2 Consortium Member acknowledges that this Sales Order is contingent upon Adobe's receipt of the Minimum Order as set forth in the Memorandum of Understanding, unless this requirement is waived by Adobe in a separate Sales Order.
- 2.3 Consortium Member understands and acknowledges that Nercomp, Inc., its employees, and its board members are not a party to this Sales Order and will not be responsible or liable in any manner whatsoever for the actions of Consortium Member, Adobe, or any Adobe Partners at any point in time.

3. License Metrics/Definitions.

- 3.1 "**Education Eligibility Criteria**" means the eligibility criteria for Adobe's education programs described at http://www.adobe.com/education/administrators/how-to-buy-eligibility_edu.html. Any NERCOMP Consortium Member is warranted by NERCOMP to meet the Education Eligibility Criteria.
- 3.2 "**Enterprise**" means the entirety of the Faculty Members and Staff Members of all of the entities within Consortium Member's enterprise that meet the Education Eligibility Criteria.
- 3.3 "**Faculty Member**" means a then-current employee or independent contractor of Consortium Member whose primary job duties consist of providing educational instruction to students. Faculty Members do not include: (a) companies and their employees who have been retained in a contractual basis for services either on-campus or off-campus; and (b) retired faculty members.
- 3.4 "**FTE**" means Full Time Equivalent, and is calculated as follows: the number of full-time Faculty Members + (number of part-time Faculty Members 3) + number of full-time Staff Members + (number of part-time Staff Members 2). Subject to the requirements of clauses 4.1 and 4.2 below, FTE counts are updated at least annually. "**Knowledge Worker**" means a person whose work consists primarily of working on a Computer.
- 3.5 "**Staff Member**" means a then-current employee of the Consortium Member who is a Knowledge Worker and who provides administrative support to the Consortium Member's educational operations to faculty. However, Staff Member does not include companies and their employees who have been retained in a contractual basis to provide services, whether on-campus or off-campus.
- 3.6 "**Student**" means an individual enrolled in a degree-granting program of Consortium Member except correspondence students, alumni, conference attendees, visitors, and students enrolled in non-credit courses.
- 3.7 "**User**" means a Student, Faculty Member, or Staff Member who is given a unique identifier for logging in and using the Products and Services. The unique identifier must not be shared with anyone else.
- 3.8 "**Agreement Term**" means the period of time starting on the earliest delivery date of any Product or Service under this Sales Order, and ending the day before the third anniversary of the earliest delivery date of any Product or Service under this Sales Order.

4. License Grants

- 4.1 **Enterprise Access License.** For those Products and Services identified as being licensed on an "Enterprise Wide" basis in the Products and Services Pricing Details section, Consortium Member may: (a) permit each Faculty Member and Staff Member to activate a copy of the On-premise Software associated with the Product and Service on up to two Computers which may be accessed by such Faculty Member or Staff Member using a unique log-in identifier; and (b) install a copy of the On-premise Software on any Enterprise-owned Computer located in computer labs and classrooms for use by Students, Faculty Members and Staff Members without the need for a unique log-in identifier; Consortium Member represents and warrants that as of the Effective Date, the total aggregate FTE Count is ; a non-binding estimate of Computers located in computer labs and classrooms on which Consortium Member intends to install the

Products and Services is_ ; and a non-binding estimate of Faculty Members and Staff Members that Consortium Member intends to authorize as a User of the Products and Services is_ . If Consortium Member's FTE Count increases by 5% or more from the last established FTE Count ("Growth Event"), then Consortium Member must notify Channel Partner in writing within 14 days.

- 4.2 **Students.** Consortium Member may permit the deployment of the quantity of Products and Services identified in the Products and Services Pricing Details for use by Consortium Member's Students. A Student is permitted to deploy the Products and Services on one non-Enterprise owned Computer which may be accessed by such individual using a unique log-in identifier. If an individual ceases to be a Student during the License Term, such individual must de-install its copy of the Products and Services and cease usage. Consortium Member must manage the allocation of Student licenses through the licensing console provided with the Products and Services. Consortium must report any deployment of the Products and Services in excess of the quantities previously purchased by each Consortium Member using the form found at www.adobe.com/go/trueup. Such reports are due to Consortium 14 days prior to each anniversary of the start date of the License Term. Adobe will invoice Consortium, who in turn may invoice Consortium Member, in arrears for 50% of the license fee ("True Up Rates") for each additional deployment identified in the report and must pay 100% of the True-up Rates for each year (if any) remaining under this Sales Order.

Adobe Products and Services	Unit Price
All Apps for Higher EDU Students – Art & Design Schools	26.00
All Apps for Higher EDU Students - 100% Students* 30,000 Student minimum	26.00
All Apps for Higher EDU Students - 100% Students* 75,000 Student minimum	22.50
All Apps for Higher EDU Students - 100% Students* 118,000 Student minimum	19.00

5. Optional Purchase.

- 5.1 Consortium has the option at each anniversary of the License Term (year 2 and year 3), to license Products and Services for the fees indicated below and in accordance with the following:

- A. For new Consortium Members that have not licensed any Products and Services during the License Term, as provided in the following table, for the remainder of the License Term, provided such new Consortium Member purchases a license for 100% of its Faculty Members and Staff Members, identifying the FTE count for such Faculty Members and Staff Members, subject to a Growth Event under section 4.1:

Product	Per Unit Annual Fee (Per License Metric, Per Year)
All Apps HED Faculty/Staff – 100% Institution only	66.15
All Apps HED Faculty/Staff – Art & Design Schools 100% Institution (with 100% Students)	52.00
All Apps HED Faculty/Staff - 20% Institution minimum (with 100% Students)	52.00

- B. For Students of existing or new Consortium Members that did not previously license any Products and Services to Students, as provided in the following table, for the remainder of the License Term, provided such existing or new Consortium Member licenses such Products and Services for a minimum of the percentage of Students listed in such table, subject to a Growth Event under section 4.2, as it applies to Student:

Product	Student % /Users*	Per Unit Annual Fee (Per License Metric, Per Year)
All Apps for Higher EDU Students – Art & Design School	100%	26.00
All Apps for Higher EDU Students - 100% Students*	30,000 Student minimum	26.00
All Apps for Higher EDU Students - 100% Students*	75,000 Student minimum	22.50
All Apps for Higher EDU Students - 100% Students*	118,000 Student minimum	19.00

*Customer will select one of these options

All fees will be prorated for the remainder of the License Term, as applicable. To exercise its option to purchase under this Section, Customer must provide Adobe with written notice (the "Notice") at least 30-days prior to the applicable anniversary date (year 2 or year 3). The Notice must specify (i) the name and address of the Consortium Member; (ii) the number of licenses to be purchased for the Consortium Member; and (iii) the number of the Consortium Member's FTEs. Customer must also: (a) enter into a Consortium Member Enterprise Term License Sales Order with the Consortium Member (using the form attached to the Agreement as Exhibit A); (b) provide a copy of the Notice to its Adobe Partner; and (c) issue a purchase order with its Adobe Partner consistent with the terms of the Agreement and the Notice.

6. Additional Terms. For purposes of this Memorandum of Understanding only (and any other Sales Order referencing these terms), the General Terms are modified as follows:

6.1 Section 6.3 (Anonymized and Aggregated Data) is deleted in its entirety.

6.2 The following sentence is added to Section 8.2 (Security Measures): "During the term of this Agreement, Adobe shall maintain security protocols designed to protect Customer Data which will be at least as protective as the white papers attached to this Agreement." Current Adobe security protocols can be reviewed at <http://www.adobe.com/security/resources.html>.

6.3 The following is added as a new Section 8.9 (Security Breach):

"In the case of confirmed unauthorized access by a third party of non-publicly available Customer Data ("Security Incident"), Adobe will, within 72 hours following Adobe's confirmation of a Security Incident: a) notify Nercomp via the following email address: nercomp@nercomp.org (which can be updated per the notice provision in Section 16.5 of the Agreement) and b) will notify all Consortium Members at the email addresses specified in their executed Exhibit A Sales Order, which will be provided to Adobe by the Adobe Partner. Adobe will, either by itself or with the assistance of third parties, immediately commence a forensic investigation of the Security Incident and take appropriate remedial steps to minimize the harm to Consortium Members. Subject to Section 12.2 (Limitation of Liability), in the event of an unauthorized acquisition of Personal Data caused by Adobe's failure to comply with Section 8.2 (Security Measures) of the General Terms, Adobe agrees to pay Consortium Member's reasonable out-of-pocket expenses associated with satisfying applicable statutory requirements related to notifying affected individuals of the incident. This section 8.9 is in addition to, and shall in no way limit Adobe's obligations under the preceding terms of Section 8.

6.4 The following is added as a new Section 8.10 (SOC2 Audit):

"Adobe follows industry-standard security best practices and performs periodic, but in any event at least annually, security audits of Adobe's computing systems, including causing a SOC2 audit to be completed by an outside firm qualified to perform such audits. Upon Customer's written request but limited to once annually, Adobe will provide Customer with written reports detailing the results of third-party audits and tests and will take appropriate measures to address or mitigate issues thereby identified. Such reports shall be considered Adobe's Confidential Information and shall be subject to the provisions set out in the Confidentiality section of the General Terms."

6.5 The following is added to the end of Section 8.4 (Conditions):

"Consortium Members may participate in the defense of a Claim with counsel of its choosing at its own expense, provided that Adobe retains sole control and authority over the defense or settlement of the Claim."

6.6 The following language is added as a new Section 12.4 (Warranties):

"Adobe represents that, as of the Effective Date, to the best of its knowledge, it either owns or has a license to the Intellectual Property required to use the Products and Services in this Memorandum of Understanding. In the event of a breach of this representation, Customer's sole remedy and Adobe's sole obligation is intellectual property indemnity as provided in Section 10 (Third Party Intellectual Property Claims) of the General Terms."

6.7 The following language is added to the end of Section 9.2(C) (Adobe's Response):

"If Adobe must take action under this Section 9.2 (Adobe's Response), Adobe will first try options (A) and (B) and will

- only exercise option (C) if there is no commercially reasonable alternative.”
- 6.8 The following sentence is deleted from Section 10.1 (Customer’s Obligations) of the General Terms:
The Limitation of Liability provision in the General Terms does not apply to Customer’s liability or obligations under this section.
- 6.9 The following is hereby added as a new Section 12.4:
“LIMITED WARRANTY - VIRUSES. Adobe represents that as of the day the Services are delivered to Licensee, they have been processed by one or more industry-standard Virus detection programs and that it is free of Viruses that were detected by such programs. Adobe does not represent that the Services are totally free of Viruses. The term “Virus” means code that is not a normal feature of the Services that is designed or intended to have any of the following functions: (a) disrupting, disabling, harming or otherwise substantially impeding the normal operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored and installed; or (b) damaging or destroying any data file without the user’s consent. If Adobe is found to have breached this representation, Adobe’s sole obligation and Customer’s sole and exclusive remedy will be for Adobe to provide a replacement copy of the Services that, as of the date the Services are delivered to Customer, have been processed by one or more industry-standard Virus detection programs and are free of Viruses that were detected by such programs.”
- 6.10 Section 16.2 (Governing Law; Venue) of the General Terms is deleted in its entirety and replaced with the following:
(A) Notwithstanding anything to the contrary in the Enterprise Licensing Terms, this Agreement shall be governed by the laws of the State of California. Notwithstanding the foregoing, in the event that Consortium Member is a state or local government entity and Consortium Member is prohibited by its state laws to have this Agreement be governed by and interpreted in all respects by the laws of the State of California without having violated any applicable laws, then this Agreement shall be governed by and interpreted in all respects by the Consortium Member state’s laws.
- 6.11 The following language is added as a new Section 16.16 (Insurance):
“Throughout the term of this Memorandum of Understanding, Adobe will maintain the minimum commercially reasonable types and levels of insurance applicable to the provisioning or rendering of technology based products and/or technology based services per the terms and conditions of its performance under this Agreement.”
- 6.12 The following language is added as a new Section 16.17 (Non-appropriation; Special Termination):
“If Consortium Member is a public entity and Consortium Member’s continued performance and obligation to pay under multi-year agreements, including this Agreement, is contingent upon annual appropriations by the Legislature of its state and/or the availability of designated funds through internal funding or grant programs, and an administrative decision by an accountable officer of Consortium Member to devote funds for such a purpose. For purposes of this paragraph, “non-appropriation” may include: i) a reduction of Consortium Member’s general legislative appropriation of 5% or more in any fiscal year; or ii) a loss of an internal funding source or grant funding. In such an event, Consortium Member may give notice to Adobe of the non-availability of such funds with the written decision of Consortium Member’s accountable fiscal officer and Consortium Member may terminate the Agreement on any anniversary by providing sixty (60) days written notice before the anniversary date of the Effective Date.”
- 6.13 The following is added as a new Section 16.18:
“Student Personal Data. Adobe acknowledges that for the purposes of the Agreement it will be designated as a “school official” with “legitimate educational interests” in Customer’s Personal Data, as those terms have been defined under FERPA and its implementing regulations, and Adobe agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Adobe shall use a customer’s data only for the purpose of fulfilling its duties under the Agreement and it will not share such data with or disclose it to any third party except as provided for in the Agreement, as required by law, or authorized in writing by the Customer.”
- 6.14: The following is added as a new Section 16.19:
“Accessibility. Adobe is committed to promoting and improving the accessibility of its products (i) in accordance with

Section 508 of the Rehabilitation Act of 1973, and (ii) as recommended by the Web Content Accessibility Guidelines 2.0 AA (<http://w3.org/TR/WCAG20>), as published by the Web Accessibility Initiative of the World Wide Web Consortium. Adobe publishes its corporate accessibility policy at <http://www.adobe.com/accessibility.html>. Product accessibility assessments in the form of Accessibility Conformance Reports (ACRs) are published at <http://www.adobe.com/accessibility/compliance.html>. If Customer encounters an accessibility issue, Customer may so notify Adobe at ContractNotifications@adobe.com. In response, Adobe will forward the information to a member of its accessibility department who will review the issue and work with the appropriate product team to prioritize and address the issue."

6.15 The following is added as a new Section 16.20:

"Compliance with Laws. Both parties will comply with the laws applicable to the performance of this Agreement."

6.16 The following is added as a new Section 16.21

For the purposes of this Sales Order only, the parties agree that if and to the extent Consortium Member undergoes full legal dissolution, and none of its assets are acquired by any other legal entity, then Consortium Member may terminate its Exhibit A without further financial obligations, provided that:

- a) Such Consortium Member promptly notifies Adobe in writing at least 30 days prior to its legal dissolution;
- b) Such Consortium Member is not delinquent on any fees due to Adobe under the Agreement at the time it provides such notice;
- c) No refund will be provided for any prepaid fees;
- d) The remainder of the agreement will remain in force and effect with respect to any other Consortium Member;
- e) If such Consortium Member ceases to be a Consortium Member due to dissolution during the License Term, such Consortium Member must de-install its copy of the Products and Services and cease all usage; and
- f) Adobe is entitled to discontinue performance of any Services or delivery of any Products upon receipt of such notice.

By signing below, each party acknowledges that it has carefully read and fully understood the terms of this Agreement, which will become effective upon the date of the last signature (the "Effective Date").

Consortium Member: [Enter name of Consortium Member]
Sign
Print:
Title:
Date:
Address:
Contact:
Purchase Order Number:



RESOLUTION OF THE ROWAN COLLEGE OF SOUTH JERSEY BOARD OF TRUSTEES TO APPROVE A CONTRACT WITH MCGOUGH BUS COMPANY, INC. FOR THE GLOUCESTER CAMPUS TRANSPORTATION AND DRIVER SERVICES

WHEREAS, Rowan College of South Jersey has a need to acquire transportation and driver services for Rowan University and high school students and others to get picked up and dropped off at the College; and

WHEREAS, the College has caused proposals to be solicited in accordance with a fair and open process pursuant to the provisions of New Jersey Public Contracts Law and New Jersey Public Contract Law for County Colleges; and

WHEREAS, eight (8) vendors received copies of the Request for proposal requirements; and

WHEREAS, one (1) proposal was received and publicly opened on August 20, 2019; and

WHEREAS, the term of the contract will be for one year commencing on July 1, 2019, and expiring on June 30, 2020 with the option to extend the contract for two additional one year terms; and

WHEREAS, the Chief Financial officer has certified the availability of funds; and

NOW, THEREFORE, BE IT RESOLVED that the Rowan College of South Jersey Board of Trustees on the 3rd day of September, 2019 shall enter into an agreement with McGough Bus Company, Inc. of Sewell, N.J. to provide transportation and driver services at the Gloucester Campus based on an as needed basis of up to \$95.00 an hour.

ADOPTED at the regular scheduled meeting of the Board of Trustees of Rowan College of South Jersey held September 3, 2019.


Gene J. Concordia, Chair

Attested:


Jean L. DuBois, Secretary





RESOLUTION OF THE ROWAN COLLEGE OF SOUTH JERSEY BOARD OF TRUSTEES TO APPROVE THE AWARD OF A CONTRACT FOR TURF MANAGEMENT OF THE GLOUCESTER CAMPUS ATHLETIC FIELDS (Pursuant to N.J.S.A. 10:44A-20.4 – Non Fair and Open Process)

WHEREAS, Rowan College of South Jersey is in need of a turf management company for the Gloucester Campus athletic fields; and

WHEREAS, County Contract Law (18A:64A-25.3) does not require public advertising if the purchases do not exceed \$36,400; and

WHEREAS, the College solicited three (3) quotes from turf management companies for the campus athletic fields; and

WHEREAS, the Vice President and Chief Operating Officer has determined the total value of the 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, Dobson Turf Management has completed and submitted a Business Entity Disclosure Certification which certifies that neither Dobson Turf Management, 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 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, Vice President and Chief Operating Officer certifies the funds are available;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Rowan College of South Jersey on the 3rd day of September, 2019 that the President or his designee are authorized to enter into contract with Dobson Turf Management, Inc. of Upper Pittsgrove, N.J. for the turf management of the athletic fields in the amount of \$24,700.

ADOPTED at the regular scheduled meeting of the Board of Trustees of Rowan College of South Jersey held September 3, 2019.


Gene J. Concordia, Chair

Attested:


Jean L. DuBois, Secretary





RESOLUTION OF THE ROWAN COLLEGE OF SOUTH JERSEY BOARD OF TRUSTEES TO APPROVE THE AWARD OF A CONTRACT TO REPLACE THE WALK-IN FREEZER LOCATED IN THE KITCHEN OF THE GLOUCESTER CAMPUS COLLEGE CENTER

WHEREAS, Rowan College of South Jersey is in need of a replacement walk-in freezer to be installed in the Gloucester Campus College Center kitchen; and

WHEREAS, Rowan College of South Jersey, pursuant to N.J.S.A. 52:34-6.2 and LFN 2012-10, may by resolution and without advertising for bids, may purchase any materials, supplies, goods, services or equipment entered into under a National Cooperative Purchasing Program; and

WHEREAS, the vendor selected has a Contract with OMNIA Partners (formerly US Communities), which Rowan College of South Jersey is a member utilizing contract #15-JLP-023; and

WHEREAS, New Jersey Public Contract law allows for purchases over the \$36,400 bid threshold given the OMNIA Partners Contract is in good standing and has not expired; and

WHEREAS, Tozour-Trane has submitted a proposal based on contract pricing to provide and install two (2) new air cooled condensing units on the roof of the College Center, provide two (2) new evaporators, new piping and other construction related requirements to include the removal of the existing refrigerant and dispose of existing equipment and to test and ensure new unit is operational; and

WHEREAS, the Chief Financial Officer of the college has certified that the funds are available for this project; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Rowan College of South Jersey on the 3rd day of September, 2019 that the College shall award a contract to Tozour-Trane Building Performance Services of King of Prussia PA in the amount of \$36,990.

ADOPTED at the regular scheduled meeting of the Board of Trustees of Rowan College of South Jersey held September 3, 2019.


Gene J. Concordia, Chair

Attested: 
Jean L. DuBois, Secretary



RCSJ - GLOUCESTER - PERSONNEL ACTIONS Date: 9/3/2019

(2) Full-Time New Hires:

Title	Name	Rationale	Salary	Effective Date
Instructor I, English	Alexis Rivell	New	\$42,500.00 per year	9/1/2019
Director II, Project Management	Bradley Blubaugh	New	\$53,000.00 per year	8/26/2019

(8) Employee Transitions:

Title	Name	Rationale	Salary	Effective Date
Assistant Director, Educational Opportunity Fund	Joan Pardo	Change in Scope	\$45,882.37 per year	7/1/2019
Student Development Specialist	Jasmarie Arce	Change in Scope	\$26,362.11 per year	7/1/2019
Administrator I, Social Media Marketing	Jennifer Yager	Change in Scope	\$47,450.32 per year	9/1/2019
Human Resources Manager	Jennifer Gates	Title Change	\$44,000.00 per year	8/5/2019
Director II, Academic Support	Carol Meglio-Lentz	Title Change	\$53,000.00 per year	9/1/2019
Director II, Testing Services	Kathie Scaffidi	Title Change	\$53,000.00 per year	9/1/2019
Instructor I, English	Emily Maddox	Reassignment	\$42,500.00 per year	9/1/2019
Administrator II, Admissions	Christy Clifford	Reassignment	\$40,000.00 per year	9/2/2019

(12) Adjunct - 2019-2020 New Hires:

Name	Division
Stephanie Setaro	Nursing & Health
John Brown	Education, Behavioral Sciences, and Humanities
Renee Smallwood-Thigpen	Education, Behavioral Sciences, and Humanities
Norman Ingram	Education, Behavioral Sciences, and Humanities
Thomas Ryan	Law & Justice
Mabel O Akinyemi	STEM
Tracy Gerace	STEM
Dianne McClerman	STEM
Riley Klevence	STEM
Brian Montonya	STEM
Francesca Mundrick	STEM
Brendan Santagiolo	STEM

(2) Retirements:

Title	Name	Effective Date
Team Coordinator, Level III	Robin Theurer	11/1/2019 (revision)
Assistant Professor, Nursing & Health	Dr. Marion Destralo-Caporusso	7/1/2020

(1) Unpaid Personal Leave/ (1) Advanced Study Leave:

Title	Name	Rationale	Effective Date
Professor, Education, Behavioral Sciences & Humanities	Dr. Sylvia Baer	Unpaid Personal Leave	Spring 2020
Transfer Credit Counsel Advisor	Glenn Groves	Advanced Study Leave	8/31/2019 - 8/20/2020

(2) Resignation:

Title	Name	Salary	Effective Date
Human Resources Assistant	Gina Clifford	\$26,487.78 per year	8/9/2019
ESL Civic Instructor, WPDI	Marissa Satterfield	\$26.28 per hour	9/19/2019

President's Recommendation:

a) 2019-2020 - Resolution -
Certifying Officers

RCSJ - CUMBERLAND - PERSONNEL ACTIONS Date: 9/3/2019

(1) Full-Time New Hire:

Title	Name	Rationale	Salary	Effective Date
Athletic Trainer	Maria Honorio	Replacement	\$47,713.00 per year	8/16/2019

(4) Part-Time New Hires:

Title	Name	Rationale	Salary	Effective Date
Men's Assistant Soccer Coach	Tim Grussenmeyer	Replacement	\$1,000.00 per year	7/1/2019
Men's Head Baseball Coach	Marco Carolla	Replacement	\$5,000.00 per season (Fall)	8/26/2019
Men's Head Baseball Coach	Marco Carolla	Replacement	\$7,000.00 per season (Spring)	8/26/2019
Learning Assistant III, Chemistry	Daniel McAteer	Replacement (Transfer from Main Branch)	\$23.83 per hour	8/16/2019

(7) Employee Transitions:

Title	Name	Rationale	Salary	Effective Date
Controller, Purchasing Operations	Edward Myers	Title Change	\$66,989.00 per year	8/5/2019
Director of Pension and Benefits	Lauren Vilimas	Title Change	\$60,926.00 per year	8/5/2019
Athletic Director	Johnathan Dijamco	Title Change	\$60,926.00 per year	8/16/2019
Director, Cooperative Education	Reta Rios	Title Change	\$58,562.00 per year	9/3/2019
Assistant Professor II, Mathematics	Michelle Swerdlow	Reassignment	\$52,171.00 per year (Grant-funded)	9/1/2019
Director, Diversity & Equity, Title IX and Judicial Affairs	Nathaniel Alridge, Jr., JD	Title Change	\$65,325.00 per year	9/3/2019
Marketing Assistant	Tionne King	Part-Time to Full-Time	\$30,163.00 per year	9/3/2019

(3) On-Call Employees:

Title	Name	Salary	Effective Date
PACE Instructor	Carla Johnson	\$35.00 per hour	7/1/2019
PACE Instructor	Jansey Durham	\$35.00 per hour	7/1/2019
PACE Instructor	Nelly Leon	\$35.00 per hour	7/1/2019

(6) Adjunct - 2019-2020 New Hires:

Name	Division
Charles Zeilke	Agriculture
Bruce Walsh	Education, Behavioral Sciences, and Humanities
Alexis Rivell	Education, Behavioral Sciences, and Humanities
Michael D'Antonio	STEM
Kristen Ewing	STEM
Elizabeth Brooks	STEM

(1) Termination / (3) Resignations:

Title	Name	Rationale	Salary	Effective Date
PACE Instructor	Brittany Goldsborough	Termination	\$35.00 per hour	7/31/2019
Athletic Director	Keith Gorman	Resignation	\$70,293.00 per year	9/6/2019
Baseball Coach	Keith Gorman	Resignation	\$7,000.00 per year	7/31/2019
Accountant	Alexandra Saltar	Resignation	\$40,792.00 per year	9/6/2019



RESOLUTION TO APPROVE CERTIFYING OFFICER AND SUPERVISOR OF CERTIFYING OFFICER

WHEREAS, Rowan College of South Jersey is a participating member of the New Jersey Division of Pensions and Benefits; and

WHEREAS, the New Jersey Division of Pensions and Benefits (NJDPB) is duly constituted as the Administrator of Pensions and Benefits pursuant to N.J.S.A. 43:3C-15 et. seq.; and

WHEREAS, the NJDPB has adopted Chapter 52, P.L. 2011 effective June 19, 2011; and


WHEREAS, in accordance with said pension laws the NJDPB has requested participating members designate a Certifying Officer and a Supervisor of the Certifying Officer for all enrollments and/or transfers of employees into the State-administered retirement systems; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Rowan College of South Jersey hereby authorizes and directs:

The following persons are designated as Certifying Officer and Supervisor of Certifying Officer:

1. Lauren Vilimas Certifying Officer
2. Coryndi McFadden Supervisor of Certifying Officer

ADOPTED at the regular scheduled meeting of the Board of Trustees of Rowan College of South Jersey held September 3, 2019.


Gene J. Concordia, Chairperson

Attested: 
Jean L. DuBois, Secretary





BOARD RESOLUTION TO ACCEPT AND SIGN THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CENTER FOR FAMILY SERVICES AND ROWAN COLLEGE OF SOUTH JERSEY FOR THE USE OF SPACE AT THE WORKFORCE DEVELOPMENT BUILDING BEGINNING SEPTEMBER 1, 2019 THROUGH AUGUST 30, 2024.

WHEREAS, Rowan College of South Jersey's Board of Trustees hereby certifies that permission has been granted to accept and sign the Memorandum of Understanding between the Center For Family Services and Rowan College of South Jersey; and

WHEREAS, Rowan College of South Jersey will support the Center For Family Services in utilizing space at the Workforce Development building for the Reconnections Family Support Program; and

WHEREAS, Rowan College of South Jersey commits to providing a five year abatement pending the establishment of professional services for family members and their loved ones. These services are planned to include a community family recovery center as a place where individuals can access peer support, information about recovery support services, and information about other community resources including college education and certification programs in a supportive substance free community setting; and


WHEREAS, the period of the contract will begin September 1, 2019 through August 30, 2024; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Rowan College of South Jersey hereby authorizes and directs the approval of the resolution to accept and sign the Memorandum of Understanding between the Center for Family Services and Rowan College of South Jersey;

ADOPTED at the regular scheduled meeting of the Board of Trustees of Rowan College of South Jersey held September 3, 2019.


Gene J. Concordia, Chair

Attested:


Jean L. DuBois, Secretary



Memorandum of Understanding

THIS AGREEMENT made this 1st day of September by and between Center For Family Services (CFS), a nonprofit corporation organized under the laws of the State of New Jersey (hereinafter referred to as "ORGANIZATION") with its corporate offices located at 584 Benson Street, Camden New Jersey 08103 and Rowan College of South Jersey (hereinafter referred to as "COLLEGE"), located at 1400 Tanyard Road, Sewell, New Jersey 08080.

WITNESSETH

WHEREAS, Center For Family Services is authorized to negotiate and enter into agreements on their behalf; and

WHEREAS, COLLEGE desires to support the ORGANIZATION in utilizing space at the COLLEGE to offer workspace for the Reconnections Family Support Program. This space will include a Family Recovery Center where family members can come to get support and evidence based Community Reinforcement Approach and Family Training (CRAFT) in which families are taught self-protection along with non-confrontational skills to help empower their loved one to seek recovery and to access treatment for Substance Use Disorders (SUD); and

WHEREAS COLLEGE is a community partner and part of the Gloucester County Addictions Task Force, it wants to be part of the efforts to reduce overdose deaths and to increase the quality of life of individuals in recovery. COLLEGE wants to provide hope and opportunities to those struggling with the disease of addiction and their families; and

WHEREAS, ORGANIZATION is willing to make its program available to the COLLEGE on the campus for such purposes under the terms and conditions hereinafter set forth; and

WHEREAS, the COLLEGE students or community members can access the family support services through drop in or scheduled appointments; and

WHEREAS COLLEGE offers a unique opportunity for individuals to receive help and support and also to have access to possible pathways to a career. This concept offers respect and support to individuals to find recovery and to model through peer supports that help is available and recovery is possible; and

WHEREAS, the ORGANIZATION and the COLLEGE do not consider the employees of ORGANIZATION to be an employee of the college; and

WHEREAS, COLLEGE commits to providing a five year abatement pending the establishment of professional services for family members and their loved ones. These services are planned to include a community family recovery center as a place where individuals can access peer support, information about SUD treatment, recovery support services, and information about other community resources including college education and certification programs in a supportive substance free community setting; and

WHEREAS, COLLEGE and ORGANIZATION agree that the Reconnections Program can offer placements for students as appropriate to assist them in exploring and increasing their educational certifications and experiences; and

WHEREAS, under this Agreement, both the COLLEGE and ORGANIZATION shall continue to be autonomous and shall be governed independently by their respective governing bodies and administrations and nothing in this Agreement is intended to, nor shall it be construed to make the parties joint venturers or to make either party an agent of the other or responsible for the other's debts;

NOW THEREFORE, in consideration of the mutual covenants, undertakings and promises contained herein, the parties hereto, intending to be legally bound, agree that a program of peer driven family support services for families suffering from the disease of addiction is a community services that is available to the college and the surrounding community.

Facilities as agreed herein for students of the College and members of the community under the following terms and conditions:

1. This Agreement shall commence on the 1st day of September, 2019 and shall terminate August 31, 2024 unless sooner terminated pursuant to the terms hereof.
2. This agreement remains in effect and will be analyzed yearly based on the needs of ORGANIZATION and the COLLEGE and contingent on the availability of grant funding. Staff from ORGANIZATION at the COLLEGE may utilize the various departments of the COLLEGE and schedule available meeting rooms and spaces at such days and hours as may be determined by the COLLEGE and ORGANIZATION through respective liaisons.
3. ORGANIZATION staff will comply with any requirements of the COLLEGE including showing proof of required vaccines and background checks. Facilities include adequate classroom space and conference room space, as available for ORGANIZATION staff, members and students enrolled in the Reconnections Program.
4. The COLLEGE will permit the ORGANIZATION staff and members of the Family Recovery Center to use, at their own expense, the lounge area. The ORGANIZATION may use meeting space and classroom space through scheduling with the COLLEGE liaison in order to offer additional recovery support services as needed and approved.
5. Each staff person and volunteer for the ORGANIZATION will be required, at the ORGANIZATION's cost, to have a physical examination in accordance with the same terms and conditions as presently applied to physical examinations for ORGANIZATION. The ORGANIZATION will also certify in writing that all employees and volunteers will have had a criminal background check with no identified issues.
6. The College and the ORGANIZATION agree to indemnify, defend and save harmless each other, its agents and employees from all suits and claims of loss or injury to persons or property arising out of or in any way connected with this Agreement, including without

limitation, all suits and claims of loss or injury to persons or property resulting from the acts or omissions by the College's students, faculty or employees or the ORGANIZATION's agents or employees.

7. No student or faculty member connected with the College shall be considered an agent or employee of the ORGANIZATION for any purpose whatsoever.

8. The ORGANIZATION departments and the faculty of the College will confer at such times as may be mutually agreed upon to evaluate the Family Recovery Programs. Each party shall designate a representative who shall represent that party in matters that arise under this Agreement.

9. ORGANIZATION staff and volunteers shall follow appropriate dress standards and wear an ORGANIZATION identification badge, as well as a College identification badge.

10. The College will assume responsibility for destruction of or damage to any ORGANIZATION property occasioned by the negligence or willful misconduct of any student.

11. The College shall carry during the term of this Agreement at its sole cost professional liability insurance in amount of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. The College shall provide a Certificate of Insurance to ORGANIZATION upon the signing of this Agreement.

12. ORGANIZATION shall carry during the term of this Agreement at its sole cost professional liability insurance in amounts of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. CFS shall provide a Certificate of Insurance to the College upon the signing of this Agreement

13. This Agreement shall be governed and interpreted according to the internal laws of the State of New Jersey where the ORGANIZATION program is being provided without regard to choice of law principles. This Agreement is not assignable.

14. This Agreement may be terminated at any time by either party giving one hundred twenty (120) days advance written notice by certified or registered mail at the addresses listed below (as such addresses may be changed by either party at least ten (10) days prior written notice to the other party):

TO ORGANIZATION:

Center For Family Services

584 Benson Street

Camden, New Jersey 08103

Attn: Eileen Henderson, Chief Operating Officer

TO COLLEGE:

Rowan College of South Jersey

1400 Tanyard Road

Sewell, New Jersey 08080

Attn: Dominick J. Burzichelli, Vice President, Chief Operating Officer

16. Non-discrimination. Neither party shall unlawfully discriminate against members, employees or students participating in the Family Recovery Center Program on the basis of race, national origin, gender, age, creed, ancestry, ethnicity, religion, marital status, familial status, sexual orientation, gender identity or expression, genetic information, culture, language, socio-economic status, domestic or sexual violence victim status, source of income, source of payment, veteran status, or disability.

17. Confidentiality. Each party agrees not to disclose the other party's confidential information to any person other than employees or students who have a need to know in order to perform their obligations under this Agreement.

18. Relationship. The parties agree that their relationship is at all times that of independent contractors, and not that of an employee, partner, agent or joint venture.

19. Marketing. No party shall use the other's name or logo in any descriptive promotional literature or communication of any kind without the other party's prior written approval.

20. Entire Agreement and Amendments. Both parties agree that this Agreement and all exhibits thereto represents the entire understanding of the parties with respect to the subject matter covered and supersedes any previous oral or written agreements regarding the subject matter of this Agreement. Any amendments to this Agreement shall be in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2019.

Center For Family Services

Rowan College of South Jersey

By: _____

Name: Eileen Henderson

Title: Chief Operating Officer

By: _____

Name: Dominick J. Burzichelli

Title: Vice President and Chief Operating Officer



BOARD RESOLUTION TO GRANT PERMISSION FOR CORPORATE EDUCATION & TRAINING TO APPLY AS THE LEAD AGENCY FOR AN OPPORTUNITY PARTNERSHIP GRANT IN PARTNERSHIP WITH SAREX USA AND UPON GRANT APPROVAL ACCEPT FUNDING FROM THE NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE

WHEREAS, Rowan College of South Jersey's Board of Trustees hereby certifies that permission has been granted to apply for an Opportunity Partnership Grant in partnership with SAREX USA and upon grant approval accept funding from the New Jersey Department of Labor & Workforce; and

WHEREAS, the period of the contract will begin upon approval of the grant from the New Jersey Department of Labor & Workforce for one year from NJDOL approval in the amount of \$64,020; and


WHEREAS, this program is for the training of candidates for employment at SAREX USA a company located in Gloucester County.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Rowan College of South Jersey hereby authorizes and directs the approval of the resolution to grant permission to apply and sign the Opportunity Partnership Grant with SARAX USA for a period of one year from the approval date from the New Jersey Department of Labor & Workforce in the amount of \$64,020.

ADOPTED at the regular scheduled meeting of the Board of Trustees of Rowan College of South Jersey held September 3, 2019.


Gene J. Concordia, Chair

Attested:


Jean L. DuBois, Secretary





RESOLUTION OF THE ROWAN COLLEGE OF SOUTH JERSEY BOARD OF TRUSTEES TO APPROVE ACADEMIC SERVICES PERMISSION TO APPLY AND UPON AWARD, ACCEPT FUNDING FOR THE NEW JERSEY FREE COMMUNITY COLLEGE INNOVATION CHALLENGE, COMMUNITY COLLEGE OPPORTUNITY PLANNING GRANT IN THE AMOUNT OF \$250,000.

WHEREAS, Rowan College of South Jersey'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 Free Community College Innovation Challenge, Community College Opportunity Planning Grant; and

WHEREAS, the period of the program will be October 1, 2019, to June 30, 2020, in the amount of \$250,000; and

WHEREAS, funds will be utilized to support opportunities that promote tuition-and-fee free county community college for eligible students; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees on the 3rd day of September, 2019 hereby authorizes and directs the approval of the resolution for Academic Services to apply and upon award accept funding from the New Jersey Free Community College Innovation Challenge, Community College Opportunity Planning Grant for the period of October 1, 2019, to June 30, 2020, in the amount of \$250,000.

ADOPTED at the regular scheduled meeting of the Board of Trustees of Rowan College of South Jersey held September 3, 2019.


Gene I. Concordia, Chair

Attested:


Jean L. DuBois, Secretary





BOARD RESOLUTION TO ACCEPT AND SIGN THE CONTRACT BETWEEN THE COUNTY OF BURLINGTON AND ROWAN COLLEGE OF SOUTH JERSEY FOR THE PROVIDER OF OCCUPATIONAL AND EDUCATIONAL TRAINING SERVICES TO INDIVIDUALS THROUGH WORKFORCE INNOVATIONAL OPPORTUNITY ACT (WIOA) AND WORK FIRST NEW JERSEY (WFNJ) BEGINNING JULY 1, 2019 THROUGH JUNE 30, 2021.

WHEREAS, Rowan College of South Jersey’s Board of Trustees hereby certifies that permission has been granted to accept and sign the Contract between the County of Burlington and Rowan College of South Jersey as a provider of Occupational and Educational services; and

WHEREAS, the period of the contract will begin July 1, 2019 through June 30, 2021; and

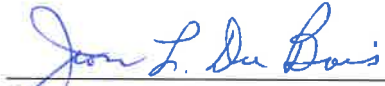
WHEREAS, this program is for the continuation to allow the County of Burlington to refer appropriate candidates to Rowan College of South Jersey for the provision of educational and/or occupational training services in the classroom to individuals who cannot obtain employment without said training, These 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 South Jersey hereby authorizes and directs the approval of the resolution to accept and sign the Contract between the County of Burlington and Rowan College of South Jersey as a provider of Occupational and Educational services;

ADOPTED at the regular scheduled meeting of the Board of Trustees of Rowan College of South Jersey held September 3, 2019.


Gene J. Concordia, Chair

Attested:


Jean L. DuBois, Secretary





Board of Trustees Policy Synopsis

P (REVISE) 8007 STUDENT CODE OF CONDUCT

Background for policy revision:

This revised policy transferred the Violations of Student Conduct from the administrative procedure to the policy. The content of this policy continues to adhere to New Jersey Statute and federal law.



1
2 **Rowan College**
3 **of South Jersey**

4 REVISE

5 Policy: 8007
6 Title: **STUDENT CODE OF CONDUCT**
7 Area: Student Services
8 Approved: 07/01/19
9

10 The College as a community dedicated to learning and the advancement of knowledge expects
11 and requires the behavior of students to be compatible with its high standards of scholarship and
12 conduct. Admission to the College carries with it an obligation to uphold these standards.
13

14 College students who officially participate in dual activities at another educational institution are
15 responsible for being aware of, and are held accountable for, adhering to the conduct policies and
16 procedures at *both* institutions.
17

18 Discipline for violation of College policies and administrative procedure on all campus locations
19 and/or at any College-sponsored or supervised functions may be imposed whether or not such
20 violations are violations of civil or criminal law. In addition, disciplinary action may be imposed
21 for off-campus student conduct that is contrary to the mission and educational goals of the
22 College, thereby protecting the best interests, safety, and well-being of the College community.
23

24 The final responsibility for administration of student discipline rests with the President who will
25 have administrative procedures developed to implement a fair, prompt, and appropriate
26 disciplinary process (see administrative procedure, *8007 Student Code of Conduct*).
27

28 A student whose conduct may pose a significant risk to the safety of himself/herself or to the
29 campus community due to mental, emotional, medical, or psychological health conditions or
30 other serious concerns may be subject to an Interim Safety Suspension. The Interim Safety
31 Suspension is a preliminary action taken to protect the safety of any student and the campus
32 community and is not a penalty. Refer to administrative procedure, *8007.1 Interim Safety*
33 *Suspension*.
34

35 Students who violate the law may incur penalties prescribed by civil authorities, but College
36 authority is never used merely to duplicate the function of general laws. The special authority of
37 the College will be asserted only where the interest of the College as an academic community is
38 distinctly and clearly involved. Institutional action should be independent of community
39 pressure.
40
41

42 **Violations of Student Conduct**

43

44 The following is a non-exhaustive list of conduct that does not meet the College's expectations

45 for student conduct. Such misconduct is a violation of the Student Code of Conduct and may

46 result in disciplinary sanctions.

47

- 48 1. Engaging in or violating College rules, regulations and policies, whether on or off
- 49 campus.
- 50 2. Engaging in academic dishonesty including, cheating, fabrication, facilitating
- 51 academic dishonesty, and plagiarism.
- 52 3. Furnishing false information to any College official or college personnel including
- 53 forging, altering, or misusing College documents, records, identification cards, or
- 54 other misuse or abuse of the College's computerized systems (see also administrative
- 55 procedure and policy, 2011 Acceptable Use of Network and System Services).
- 56 4. Engaging in disruptive activity which substantially disrupts or poses a tenable threat of
- 57 disrupting teaching, administration, disciplinary procedures, or other College
- 58 authorized activities, or which substantially interferes with the rights of others, on
- 59 College-owned or controlled or at College-sponsored or supervised functions.
- 60 Refusing or failing to comply with a request, directive, or order from a College official
- 61 acting in the performance of their official duties and responsibilities.
- 62 5. Theft or obtaining property under false pretenses, knowingly possessing or receiving
- 63 stolen property, destroying, damaging, or threatening to destroy or damage property of
- 64 the College, a member of the College community, or any person on the campus.
- 65 6. Failure to return college property which was loaned or borrowed.
- 66 7. Physical violence (not limited to: assault, fighting, etc.) causing physical harm.
- 67 8. Engaging in threats of physical violence, psychological threats, harassment,
- 68 intimidation, bullying, stalking, coercion, and/or other conduct which threatens or
- 69 endangers the health or safety of any person. Harassment, intimidation, or bullying
- 70 include any gesture, any written, verbal or physical act, or any electronic
- 71 communication, whether it be a single incident or a series of incidents, that is
- 72 reasonably perceived as being motivated either by any actual or perceived
- 73 characteristic, such as race, color, religion, ancestry, national origin, gender, sexual
- 74 orientation, gender identity and expression, or a mental, physical, or sensory disability,
- 75 or by any other distinguishing characteristic, or any other class protected under the
- 76 New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et. seq. (see also policy,
- 77 7007 Student Sexual Misconduct and the Rights of Victims) that takes place on
- 78 College property or at any function sponsored by the College that substantially
- 79 disrupts or interferes with the orderly operation of the College or the rights of other
- 80 students and that:
- 81 • a reasonable person should know, under the circumstances, that will have the
- 82 effect of physically or emotionally harming a student or damaging the student's
- 83 property, or placing a student in reasonable fear of physical or emotional harm to
- 84 his person or damage to his property;

- 85 • has the effect of insulting or demeaning any student or group of students in such
 86 a way as to cause disruption in, or interference with, the orderly operation of the
 87 College;
- 88 • creates a hostile educational environment for the student at the College; or
- 89 • infringes on the rights of the student at the College by interfering with a
 90 student's education or by severely or pervasively causing physical or emotional
 91 harm to the student.
- 92 9. Committing any act in violation of the College's policy, 7013 Student Sexual
 93 Misconduct and the Rights of Victims.
- 94 10. Behaving in a manner that constitutes an invasion or violation of an individual's rights
 95 to privacy. Examples of prohibited behaviors that might be found to violate this
 96 provision include, but not limited to, harassing or terroristic threats, stalking,
 97 unauthorized surveillance, imposing physical or mental restraints on another person, or
 98 engaging in obscene verbal or written communications, or verbally confronting a
 99 person using obscenities or fighting words likely to incite immediate physical
 100 altercation.
- 101 11. Possessing, consuming, and/or distributing, or attempting to distribute alcoholic
 102 beverages in contravention of federal, state or local laws, or College regulations, or
 103 knowingly being present at the time of the prohibited conduct.
- 104 12. Possessing, using, manufacturing, distributing, or attempting to distribute narcotics,
 105 dangerous drugs, controlled dangerous substances, or drug paraphernalia that are
 106 prohibited by federal, state or local laws, or College policies, or knowingly being
 107 present at the time of the prohibited conduct.
- 108 13. Possessing or using a firearm, explosive, or any other dangerous weapon in
 109 contravention of federal, state or local laws, or College policies and procedures.
- 110 14. Using and/or possessing fireworks, pyrotechnics, explosive or flammable liquids
 111 without proper authorization.
- 112 15. Causing noise or a disturbance. Exhibiting disorderly, lewd, indecent, or obscene
 113 conduct or exhibitionism in violation of federal or state statutes on College-owned or
 114 controlled property or at College-sponsored or supervised functions.
- 115 16. Using the College's name, logo, finances, materials and supplies, or facilities for
 116 commercial, personal, or political purposes without College authorization.
- 117 17. Entering into and/or using of College facilities/equipment, including but not limited to,
 118 the library, athletic facilities and equipment, classrooms, meeting spaces, or
 119 technology equipment without authorization
- 120 18. Abusing the student discipline system, including but not limited to, noncompliance
 121 with a disciplinary sanction, falsification of information, and disruption of a hearing.
- 122 19. Using information and communication technologies including, e-mail, voicemail,
 123 telephones, cell phones, text or electronic messaging, web-cameras, or websites to
 124 engage in harassment, intimidation, bullying (as defined in #8 above), stalking (as
 125 defined in administrative procedure, 7007 Student Sexual Misconduct and the Rights

- 126 of Victims), or in any behavior which violates the law, College policies, or the Student
127 Code of Conduct.
- 128 20. Violating the terms of any disciplinary sanction, intervention, No Contact Orders, or
129 Mandates imposed, or other behavior related contracts.
- 130 21. Excessive campus parking / traffic violations
- 131 22. Possession and/or custody of any animal on campus without prior approval from
132 campus officials, unless the animal is a service animal.
- 133 23. Feeding of wildlife on any campus owned property.
- 134 24. Initiating behavior that violates the law, College policies, or the Student Code of
135 Conduct and placing evidence of that behavior on a public website or other public
136 medium
- 137 25. Smoking on campus in any prohibited area. Smoking is only allowed in designated
138 areas. This includes electronic smoking and the use of any tobacco product.
- 139 26. Engaging in conduct to cause false public alarm by activating a 9-1-1 emergency
140 button, calling 9-1-1 by phone or other means, activating a fire alarm pull station,
141 circulating a report or warning of fire, explosion, crime, catastrophe, emergency, or
142 any other incident that is knowingly false and baseless.
- 143 27. Conduct that creates a false public alarm, causing evacuation, and or causing response
144 from local fire department.
- 145 28. Tampering with, misuse or damage to any fire safety equipment not limited to smoke
146 detectors, fire extinguishers, alarm panels, and pull stations.
- 147 29. Failing to evacuate a facility or building upon audible fire safety warning device,
148 verbal command by staff members or fire department personnel.
- 149 30. Possession of, or use of, any prohibited items in the residential areas or college
150 controlled areas.
- 151 31. Guest behavior: Students may be held responsible for acts and/or omissions of their
152 guests on the college campus or at college sponsored events where such acts and/or
153 omissions constitute a violation of the Student Code of Conduct.

154
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159 The President will have administrative procedures developed.

160

161 References:

162

163 Rowan College of South Jersey Administrative Procedure, *8007 Student Code of Conduct and*
164 *8007.1 Interim Safety Suspension*

165

166 Rowan College of South Jersey Board of Trustees Policy Manual, *7013 Sexual Misconduct and*
167 *the Rights of Victims*

168

Rowan College of South Jersey—Dates-to-Remember as of 9/3/2019

SEPTEMBER

- 3 First day of Classes – Fall Semester
- 13 Staff Orientation, 8:30 a.m., Conference Center, Cumberland Campus
- 21 Artisan Craft Market, 10 a.m. – 5 pm Arts and Innovation Center, Millville
- 24 President’s Scholarship Reception, 6 p.m. Auletto Caterers
- 26 Gloucester County Dancing with the Stars Finale, 5:30 p.m. Auletto Caterers
- 28 Food Truck Festival 12-6 p.m., Gloucester Campus; STEAMCon, Gloucester Campus; Volunteer Center Wellness Event, 9 a.m., Gloucester Campus.

OCTOBER

- 1 Conference Call Board of Trustees Meeting, conducted from Cumberland Campus, Executive Board Rm., 6 p.m.
- 9 University Center Open House Transfer Fair, 4 – 7 p.m., Cumberland Campus
- 10 Fall Open House, 6 – 8 p.m. – Gloucester Campus
- 14 Columbus Day –Gloucester Campus open, Cumberland Campus closed
- 16 Nursing Open House – Gloucester Campus
- 16 One Book, One College Author Presentation, 7 p.m. Theatre – Cumberland Campus
- 20 Phi Theta Kappa Induction, 3 p.m. /Theatre – Cumberland Campus
- 22 College Night – Cumberland Campus
- 22 Board of Trustees Retreat, 5:30 p.m., Exec. Board Rm, Cumberland Campus
- 23 Professional Development Day – Gloucester Campus & Cumberland Campus
- 23 Jazz Band Showcase, 7:30 p.m. – Cumberland Campus
- 26 MILE 5K Run and Walk, 8 a.m. – Gloucester Campus




**RESOLUTION AUTHORIZING A CLOSED SESSION
OF THE BOARD OF TRUSTEES
OF ROWAN COLLEGE OF SOUTH JERSEY**

WHEREAS, the Open Public Meetings Act of the State of New Jersey allows closed sessions for the purpose of discussing personnel matters, anticipated litigation, negotiations, and purchase of real property;


NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Rowan College of South Jersey, County of Gloucester and State of New Jersey, as follows:

1. That in accordance with Section 7B7, and 7b8, of the Open Public Meetings Act of the State of New Jersey, a closed session will be held at this meeting to discuss personnel matters, anticipated litigation, negotiations, and purchase of real property: and
2. The results of the discussion may be disclosed to the public at such time or at such other time deemed proper by the Board of Trustees.

ADOPTED at a meeting of the Board of Trustees of Rowan College of South Jersey held September 3, 2019.


Gene J. Concordia, Chair

Attested:


Jean L. DuBois, Secretary

