Rowan College at Burlington County Board of Trustees Public Meeting Minutes 05 21 2024

#### ROWAN COLLEGE AT BURLINGTON COUNTY

# BOARD OF TRUSTEES REGULAR PUBLIC MEETING

**Tuesday, May 21, 2024** 

**5:30 PM EST** 

Mount Laurel Campus, Student Success Center Room 138 900 College Drive Mount Laurel, New Jersey 08054

#### **MINUTES**

#### CALL TO ORDER

Board of Trustees Chair Dr. Anthony C. Wright welcomed everyone in attendance and called the meeting to order at 5:33PM. 3PM.

#### **FLAG SALUTE**

The meeting was opened with the Flag Salute by all in attendance. .

## **ROLL CALL**

Board Present: Mr. Justin Braz, Ms. Lorraine Hatcher, Dr. James Kerfoot, Mr. Raymond Marini

(Virtual), Mr. Dorion Morgn, Mr. Gino Pasqualone (Virtual), Mr. Mockey Quinn

(Virtual) Ms. Regina Reed

Board Absent: Mr. Kevin Brown, Dr. Anthony C. Wright

RCBC Present: Dr. Michael A. Cioce (President and Board Secretary). Ms. Leidalis Cardona (Board

Recorder), Ms. Kelly Grant (Board Solicitor) Ms. Jeanne Paulsen, Ms. Colleen Snyder, Dr. Jonathan Weisbrod, Dr. Karen Montalto, Mr. William Whitfield, Mr. Lionel Lee, Dr. Karen Archambault, Ms. Samantha Russell, Ms. Meredith Brown, Mr. Greg Volpe, Dr. Martin Hoffman, Ms. Nicole Tavares, Mr. Kevin Kerfoot, Dr. Donna Vandergrift, Dr. David Spang, Dr. Anita Rudman, Dr. Elizabeth Lavertu, Ms. Molly Connolly, Ms.

Gaye Burton, Dr. Edem Tetteh, Mr. Matthew Farr

Special Guest: Allison Warren

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# Rowan College at Burlington County Board of Trustees Meeting

President's Report
May 21, 2024, 5:30 p.m.
Mount Laurel Campus
News and happenings from April 17, 2024, to May 21, 2024

# **Student Spotlight**

- Allison Warren, a member of RCBC's award-winning cybersecurity team, will share her story on how she has gone from cybercrime from victim to vanquisher.
- Allison will update the board on the exploits of the college's Cyber Barons team, which has
  earned the right to compete against and defeat several bigger-named universities in
  competitions this year.

#### **Committee Updates**

- Academic
- Finance and Facilities
- Personnel

#### Commencement

- Last week capped off a successful semester with two wonderful ceremonies on May 16 to celebrate our spring graduates. It was a day later than scheduled, but they turned out nearly perfect.
- President's Award Winners included:
  - Aislynn Fait, who never attended school before RCBC, flourished here with a 3.8 GPA as a Service-Learning scholar and as part of a student delegation that traveled to New York to work with young leaders worldwide to help develop solutions to global problems.
  - o <u>Joseph Vercillo</u>, who returned to college in his late 30s, is a nursing student from Canada who volunteered with the Moorestown Fire Department.
  - <u>Taiwo Adekunle</u> pursued her passion of becoming a fashion designer after immigrating from Western Nigeria. Restarting her education in a new country and culture, Adekunle became a campus leader, student researcher and entrepreneur who is establishing herself in the fashion industry.
- Keynote speakers included Phillies broadcaster Gregg Murphy and Governor Phil Murphy.
- The semester ended with several capstone events, including the international ball, spring open house, N.J. Community College Scholars Celebration, Academic Awards and EOF Awards.

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## **Funding Fight update**

- Governor Murphy's budget proposal reduced funding to community colleges by \$20 million.
- The N.J. Council of County Colleges continues its relentless pursuit of this funding and organized a legislative day on May 9. Taiwo Adekunle and I joined with college students and leaders throughout the state to advocate for community colleges and encourage legislators to restore the funding that was omitted from the governor's proposal.
- We gave indications of legislative support for restoring the funding. The governor did not send any signals when he was here last week whether he would be receptive to such efforts.

#### **Baron Spotlight**

- RCBC highlighted student research, including chemistry students who created unique perfume and cologne.
- From retired underwriter to social media intern, RCBC student <u>Laura Jaskot</u> shines as a finalist in a regional video contest.
- RCBC student <u>Codi Korhammer</u> pursues a psychology degree to improve lives of patients of nursing home residents
- RCBC students <u>Katriel Master and Charissa Foster</u> selected to Phi Theta Kappa All-State Academic Team.

#### **Upcoming Events**

- rcbc.edu/events
- May 27 Memorial Day. College closed.
- June 3 RCBC Foundation Night at the Phillies. Benefits students. Buy tickets at <u>rcbc.edu/</u> foundation.
- Board of Trustees meeting, June 18, 5:30 pm, Mount Laurel

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# Rowan College at Burlington County Board of Trustees Meeting

Foundation Report May 21, 2024, 5:30 p.m. Mount Laurel Campus

## **Fundraising Activities**

- Elevating Education Fundraiser Final Numbers
  - \$62,300 raised, \$4,566 in expenses = \$57,734 net (of 75K goal)
  - 67 attendees

# **Post Commencement Receptions**

- The Foundation hosted post commencement receptions in the SSC lobby immediately after the ceremonies to celebrate with the graduates, families and campus community.
- Faculty and staff were encouraged to attend to wish students well and cultivate the alumni relationship.

# **RCBC** Night at the Phillies

- Monday, June 3, gametime 6:40pm
- Close to 300 tickets sold LIMITED tickets still remain for purchase, scan QR code
- Discounted tickets \$25 regular ticket, \$20 student rate
- Donation to Foundation included with each ticket purchase
- *SOLD OUT!* Foundation will host a pre-game reception at Victory Beer Hall in Xfinity beginning at 4pm

**Finance/Facilities Committee:** Committee Report Presented by Chair: Dorion Morgan. Committee Chair Dorion Morgan reported that the Finance/Facilities Committee met on Tuesday, May 14, 2024 at 4:30PM, and the Committee discussed various finance and facilities matters.

Action Resolution(s) for Approval

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- *TAB 1:* A Resolution to approve requested business-related travel.
- **TAB 2:** A Resolution to approve agreements and contracts.
- TAB 3: To award a one-year extension contract to **Softdocs**, year 3 of 5, for a digital forms solution document management system and platform software subscription that needs to be maintained, in the amount of \$55,697.25 for fiscal year 2025.
- TAB 4: To award a contract to Sign4U Interpreting Services, LLC to provide interpreting services in an amount not to exceed \$70,000, on a billable hourly basis, for fiscal year 2025.
- TAB 5: To amend Resolution #2023-080-09 regarding the maintenance and license fees agreement with **Ellucian, Inc.**, relating to the Colleague Enterprise Resource Planning (ERP) system software, in a new amount not to exceed \$2,147,941.00.
- To award a contract to **Touchnet Information Systems, Inc.** to provide continued electronic refunding services, payment plans and online payment processing for the College, during fiscal year 2025, in an amount not to exceed \$50,000.00.
- TAB 7: To award a one-year contract to **Siemens Building Technologies** for continued maintenance and ATC control services for the College's building automation systems, including fire safety systems, in an amount not to exceed \$75,000.00 during fiscal year 2025.
- TAB 8: To approve a contract with Automotive Rentals, Inc. (ARI) for Fleet Maintenance Services in an amount not to exceed \$62,500.00.
- **TAB 9:** To award a professional services agreement with **CME Associates** to provide engineering services for the Evans Hall Roof Replacement Project, in an amount not to exceed \$64,500.00.
- TAB 10: To amend Resolution #2023-080-07 and award a three-year contract to Blackboard, Inc. for software and services related to a hosted course management system in an amount not to exceed \$534,694.62
  (\$178,231.54 each year) for fiscal year 2024 through fiscal year 2026.
- TAB 11: Authorizing appointment of Weiner Law Group, Hartman Duff and Madden & Madden as special counsel to the College for specific legal matters in an amount not to exceed \$70,000.00.
- TAB 12: A Resolution to approve adoption / affirmation of certain Board Policies
  - a. Board Policy No. 402: Post-Issuance Compliance Policies &

Procedures of Rowan College at Burlington County Related to Certain Bonds Issued by the New Jersey Educational Facilities Authority Pursuant to Financing Programs for Institutions of Higher Education Sponsored by the State of New Jersey

Vice Chair Kerfoot nvited questions on the resolutions and there were none. Vice Chair Kerfoot requested a motion to move Tabs 1 through 12 as recommended by the Finance/Facilities Committee. With a motion by Trustee Regina Reed and a second by Trustee Justin Braz the Board approved Resolutions 1 through 12 with all in favor and none opposed.

This concluded the Finance/Facilities Committee Report.



# ROWAN COLLEGE at BURLINGTON COUNTY BOARD OF TRUSTEES MEETING MAY 21, 2024

#### **RESOLUTION #2024-142-01**

#### TO APPROVE REQUESTED BUSINESS-RELATED TRAVEL FOR

#### **APPROVAL**

## 1) Grant-Funded Travel

**Tara Leigh Sands**, Academic Advising & Retention / EMSS, HHMI Inclusive Excellence 3 Annual Gathering, Ashburn, VA, June 21, 2024 to June 24, 2024, with an approximate cost of **\$0.00**.

**Stacy Hunt**, Business Engagement / WDI, NSF: EPIIC Grant Conference, Marymount University, Arlington, VA, June 17, 2024 to June 18, 2024, with an approximate cost of \$112.50.

Shawn Thomas, Exec. Director Adult & Continuing Education & Business Engagement/, Workforce Development, NSF: EPIIC Grant Conference, Marymount University, Arlington, VA, June 17, 2024 to June 18, 2024, with an approximate cost of \$700.44.

**Dr. Edem Tetteh**, STEM, NSF: EPIIC Grant Conference, Marymount University, Arlington, VA, June 17, 2024 to June 18, 2024, with an approximate cost of \$982.94.

**Nabeel Baig**, Computer Studies, NSF: EPIIC Grant Conference, Marymount University, Arlington, VA, June 17, 2024 to June 18, 2024, with an approximate cost of **\$401.04**.

**Karen Archambault**, VP Enrollment Mgmt/Student Success/EMSS, NACADA Annual Meeting, Pittsburgh, PA, October 27, 2004 to October 30, 2024, with an approximate cost of \$1,972.50.

**David Reeves**, Military and Veteran Services/EMSS, Student Veterans of America Regional Conference, Boston, MA, August 15, 2024 to August 17, 2024, with an approximate cost of \$1,071.49.

# 2) Operational

**Courtney Dyott,** Faculty, Ultrasound - Health Sciences, 2024 SDMS Annual Conference, New Orleans, LA, September 25, 2024, to September 29, 2024, with an approximate cost of **\$2,584.50**.

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Frances DiLorenzo, Faculty, Instructional Tech & Design, DE Leadership Academy Conference, Morrisville, NC, July 21, 2024, to July 24, 2024, with an approximate cost of \$2,642.50.

**Melanie Braida,** Clinical Coordinator/Asst. Director, DMS Health Sciences, 2024 SDMS Annual Conference, New Orleans, LA, September 25, 2024, to September 29, 2024, with an approximate cost of \$2,584.50.

# **FOR REIMBURSEMENT**

None.



# \*\*\*\*\*\*\*\*\*\*CERTIFICATION OF THE SECRETARY\*\*\*\*\*\*\*

IT IS HEREBY CERTIFIED that the foregoing Resolution was duly adopted by the Rowan College at Burlington County, by the vote below indicated, at the Board Meeting held on Tuesday, May 21, 2024, and on the Mount Laurel Campus, Student Success Center, Room 138, Mount Laurel, New Jersey.

	Trustee	Mtn	Snd	Aye	Nay	Abn	Abs	Nvt	
	V-: V-4-			10	$\rightarrow$	ф			
	Voice Vote			0	Ψ	4			
	Roll Call								
1	Justin Braz		$\sqrt{}$						
2	Kevin Brown						$\sqrt{}$		2
3	Lorraine Hatcher			$\sqrt{}$					(
4	James Kerfoot, Vice Chair			/					4
5	Raymond Marini			/					
6	Dorion Morgan			_/					6
7	Gino Pasqualone			$\sqrt{}$					7
8	Mickey Quinn								] {
9	Regina Reed	<b>V</b>							9
10	Vacant								1
11	Anthony C. Wright, Chairperson						<b>\</b>		1

Legend: Mtn = Motion; Snd =Second; Aye= Aye; Nay= Nay; Abn=Abstain; Abs=Absent; Nvt=Not Voting

Vice Chair

Dr. Michael A. Cioce

**Board Secretary** 

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## BOARD OF TRUSTEES MEETING MAY 21, 2024

#### **RESOLUTION #2024-142-02**

## TO APPROVE AND RATIFY CERTAIN AGREEMENTS AND CONTRACTS FOR

## **APPROVAL:**

- 1. To approve a one-year software license and maintenance contract with **Faronics Technologies, USA Inc.** for Deep Freeze software, for the term July 1, 2024 through June 30, 2025, in the amount of \$3,150.00. (Lowest quote accepted of 3 received)
- 2. To approve a one-year contract for software maintenance with **Fierce Software Corporation**, for Red Hat Enterprise Linux, an operating system for our IT servers, for the term August 17, 2024 through August 16, 2025, in the amount of \$12,464.58. (Two (2) quotes were obtained, with another quote inquired but would not provide a quote. Lowest quote was accepted)
- 3. To approve a one-year agreement of the College-paid Short-Term Disability (STD) and employee-paid Long-Term Disability (LTD) for all non-affiliated employees to **The Standard Insurance Company** for fiscal year 2025, in an amount not-to-exceed \$19,753.27. (Received two (2) quotes and stayed with the existing vendor but will review next year. Per N.J.S.A. 18A:64A-25.5(11) this is an insurance exception, professional services.)
- 4. To purchase a one-year software license subscription with **Software House International, Inc.** (SHI), for institutional Microsoft products for the term September 1, 2024 through August 31, 2025 in the amount of \$32,244.36. (NJ State contract M0003-89851)
- 5. To approve an agreement with **Firework Software, Inc. (formerly Fire Engine Red)** for Fireworks CRM software which allows for the tracking and engagement with prospective students, for a seven-month term June 1, 2024 through December 31, 2024, in the amount of **\$9,625.00.** (Seven month contract)
- 6. To approve the purchase with **Toshiba America Business Solutions, Inc / Card Data Systems** for 4,000 ID badges in the amount not to exceed **\$7,415.00**. (Pricing reflects: Bergen County Co-Op Contract # 23-33)
- 7. To approve an annual subscription with **Online Computer Library Center, Inc.** for OCLC EZproxy hosted subscription services for the Library, for fiscal year 2025, in the amount of \$7,693.25. (Lowest quote accepted. Two Quotes were received, with one vendor not responding.)

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- 8. To approve an annual contract renewal with **SAS Institute, Inc.**, for JMP Academic Suite, a statistical software for the OIT/STEM Department, for fiscal year 2025, in the amount of \$3,500.00. (Proprietary software and required by Rowan)
- 9. To award a five year contract with **Prior Typewriter Co.** (**Prior Nami Business Solutions**), for the mail meter and associated software lease rental for the term beginning July 1, 2024 through June 30, 2029, with an amount not to exceed \$14,920.00. (Four quotes received with the lowest vendor chosen. This is the total amount for 5 years.)
- 10. To approve a one-year contract with **Sweetwater Sound**, for PTStudio UP EDU software updates, equipment and support for, in the amount of \$1,683.00 for fiscal year 2025. (Also used on site, continuity for class and is a local vendor)
- 11. To approve a consultant services contract with **NACADA Consulting Services**, for academic advising consultant services, in an amount not to exceed \$10,200.00 for the fiscal year 2024. (Sole Source)
- 12. To approve a contract with **Blue Light Digital Sound**, for use of a recording studio for courses that will run during fiscal year 2025, in the amount of **\$8,400.00**. (Market scan performed last year/lowest quote).
- 13. To approve a two-year agreement with **Onsolve**, **LLC**, to provide a critical emergency communications subscription for the Marketing Department, in an amount not to exceed \$12,071.89, for fiscal year 2025. (NJ Edge Consortium)
- 14. To approve a contract with **Brainfuse**, **Inc.** for online tutoring resources, providing 24/7 inperson staff online tutoring services, in the amount not to exceed \$4,600.00, to be funded by The College Readiness Now Grant (CRN X) for fiscal year 2025. (Four vendors provided quotes when performing a market scan in 2023, with lowest cost chosen from 4 quotes. Department chooses to stay with the vendor. Also Brainfuse is approved by the NJPCC JPC)
- 15. To approve a hosting agreement with **Comevo, Inc.** to manage the training/orientation module(s) for the Student Success Department, for continued service, for a one-year, June 1, 2024 through May 31, 2025, in the amount of \$10,375.00. (Four quotes provided from vendors along with a Market scan performed in 2023 Vendor was the lowest overall quote and the department is satisfied with the vendor. Per N.J.S.A. 18A:64A-25.5(a)(19)
- 16. To acquire a software license with **Small Improvements, Inc.** for an electronic staffing performance appraisal system supporting the HR Department for the period September 18, 2024 through September 18, 2026, for a total two-year contract amount of **\$16,047.63**.(Market scan performed in 2023 with multiple quotes received and are satisfied with vendor)
- 17. To approve a revenue share agreement with **Cengage** for fiscal year 2025 for personal enrichment and industry certification classes. (NJ College standard platform vendor used 17 out of 18 NJ Community Colleges use vendor.)

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- 18. To approve a revenue share agreement with **ProTrain** for fiscal year 2025 for personal enrichment and industry certification classes.
- 19. To approve a consultant contract with Galdan Enterprises, LLC (d/b/a Connection School of Real Estate for NJ Salesperson, pre-licensing for the Professional Development Department (WDI), in the amount of \$16,000.00, for fiscal year 2025. (Lowest of three quotes was selected.)
- 20. To approve a purchase with **Elsevier, Inc.** for healthcare textbooks and study guides for the ECG, Phlebotomy and Administrative Medical Assistant programs, in the amount of**\$10,300.00** for fiscal year 2025.
- 21. To approve a purchase from NCS Pearson, Inc., for instructional materials for the CompTIA IT program, (\$8,000.00) and certification exam vouchers (\$13,000.00) for a total amount of \$24,000.00, for fiscal year 2025. (Sole Source)
- 22. To approve a purchase from **International Healthcare Sterile Processing Association**, for textbooks and certification exam fees relating to the Central Service Technician program, in the amount of **\$4,125.00**, for fiscal year 2025. (Sole Source)
- 23. To approve a professional services contract with **Human Resource Certification Preparation**, **L.C.**, for the accessibility to their Human Resource Certification Preparation curriculum, in the amount of \$5,000.00, for fiscal year 2025. (Sole Source)
- 24. To approve a professional services contract with Council for Supply Chain Management Professionals (CSCMP), for CSCMP Supply Chain exam proctor fees, in the amount of \$2,400.00, for fiscal year 2025. (Sole Source)
- 25. To approve a professional services contract with **PSI Services**, **LLC**, for Certified Nursing Assistant Exam vouchers, in the amount of \$3,800.00, for fiscal year 2025. (Sole Source)
- 26. To approve a professional services contract with **Pharmacy Technician Certificate Board**,(PTCB) for the Pharmacy Technician Certification board examinations for fiscal year 2025, in the amount of \$2,580.00. (Sole Source)
- 27. To approve an agreement with **CollegeNet, Inc.**, for the Linx program and 25Live software and support for the OIT/Facilities Department, in the amount of \$25,616.20 for fiscal year 2025. (Per N.J.S.A. 18A:64A-25.5(a)(19) Existing system and compatible with College's ERP System. Will be looking at when a decision to move forward with a new ERP system is decided.)
- 28. To approve a renewal analyst agreement with **Economic Modeling, LLC of Moscow, Idaho (Lightcast)** for Business Engagement Services, to be equally split between Workforce Development and Career Preparation & Experiential Learning departments, in an amount not to exceed **\$9,050.00** with the renewal services start date of August 1, 2024 through July 31, 2025. (Lowest quote chosen per NJCCC #10-21, R-1191 JPC)



- 29. To approve a contract with **Joya Tucker (formerly Academy of Healthcare Excellence "AHE")** to provide course prerequisite paperwork collection and monitoring, classroom training, clinical training and oversight for the Health Works Apprenticeship Program in an amount not to exceed **\$25,000.00** for fiscal year 2025. (Decision made by Grant rules.)
- 30. To approve a maintenance agreement with **Probo Medical, LLC** for maintenance and servicing of ultrasound transducer equipment in the amount not to exceed \$22,400.00 for the fiscal year 2025. (Two quotes were requested and were reviewed and per N.J.S.A. 18A:64A -25(a)(19). awarded to the lowest quote.)
- 31. To approve a contract with **Center for Supply Chain Education at Broward College**, to provide credentialing examination services for the Supply Chain Management Professional Program, in an amount not to exceed \$36,000.00, for fiscal year 2025. (Sole Source)
- 32. To approve a contract with **Ascend Learning Holdings, LLC**, to provide Health Career Training Certifications in ECG, Phlebotomy and Administrative Medical Assistant Programs, in an amount not to exceed **\$6,450.00**, for fiscal year 2025. (Sole Source)
- 33. To approve a five-year contract with **PrepBlast**, **LLC** for RegisterBlast software, for the period June 1, 2024 through May 31, 2029, in an amount not to exceed \$10,200.00. (Market scan in 2023, lowest responsive vendor was chosen and they continue to be satisfied with vendor)
- 34. To approve a contract with **Scenario Learning**, **Vector LMS**, for VectorMS software that is required for training of RCBC employees, for the Human Services Department, in the amount of **\$5,428.71**, for fiscal year 2025. (Additional quotes obtained with lowest vendor chosen. Per N.J.S.A.18A:64A-25.19.)
- 35. To approve a contract with **CDW**, **LLC** for the video conferencing system upgrade project to Room 138 at the Student Success Center, in the amount of \$37,729.87. (Three quotes were received with the vendor chosen being the lowest)
- 36. To approve an annual subscription with **Respondus**, **Inc.**, a browser lockdown monitor software licensing for the Testing Center, in the amount of \$11,845.00, for fiscal year 2025.(Sole Source. NJEdge Consortium)
- 37. To approve a service contract with **Cloud Card LLC**, for the RemotePhoto service to be used with the College's existing BadgePass ID Card system, in the amount of \$9,000.00.(Three quotes were received with the vendor chosen being the lowest)
- 38. To approve a purchase with **Dell Marketing, L.P.,** to replenish the OIT's Department of laptops for employee and student usage, in the amount of \$39,439.92, for fiscal year 2025. (The laptops must include the specifications and protection plans / software specified in the attached quotes, so it is extremely unlikely that anyone but Dell can beat Dell's pricing)
- 39. To approve one faculty, Jonathan Weisbrod and four (4) students to attend a **National Mathematics Conference** held in Indianapolis, IN, from August 7 10, 2025, with an

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- approximated cost of \$7,000.00 (students will be partially covered by either an RCBC Foundation Award or a Mu Alpha Theta Summer Grant)
- 40. To approve a professional speaker services agreement with Dr. Erika Michalski, d/b/a **Strategically Authentic, LLC**, engaged to speak **before June 30, 2024**, in the amount of \$5,000.00, which is being funded by the Center for Adults in Transition (CAT) grant budget.

## **FOR RATIFICATION:**

- 41. To approve a one-year agreement with **OCA Benefit Services**, for the administration of Cobra services, early retirement billing and part-time employee billings on behalf of RCBC, for the term May 1, 2024 through May 31, 2025, in the amount not to exceed **\$2,200.00.**(Directed by Brown & Brown, health benefits broker (Per N.J.S.A. 18A:64A-25.19 the contract is below 20% of the bid threshold of \$41,600 (\$8,320). Due diligence has been performed which justifies the award.)
- 42. To approve one faculty, Paul Warner and seven (7) students to attend a **Cybersecurity Competition**, being held in Tampa, FL, from May 9, 2024 to May 12, 2024, with an approximated cost of **\$9,260.05**.
- 43. To approve a professional speaker services agreement with **Sabrina Sturgess Riley** engaged to provide two, 2-hour workshops at the College on April 9, 2024, and April 16, 2024, in the amount of \$3,300.00, which is being funded through the Adult Basic Education (ABE) Grant budget.
- 44. To award a one-year contract renewal with **Dropbox**, to access the Dropbox Advanced Storage Cap User license for the period March 1, 2024 through March 1, 2025, in the amount of \$2,016.00. (Pricing reflects: Bergen County Co-Op Contract # 23-33.)



# \*\*\*\*\*\*\*\*\*\*CERTIFICATION OF THE SECRETARY\*\*\*\*\*\*\*

IT IS HEREBY CERTIFIED that the foregoing Resolution was duly adopted by the Rowan College at Burlington County, by the vote below indicated, at the Board Meeting held on Tuesday, May 21, 2024, and on the Mount Laurel Campus, Student Success Center, Room 138, Mount Laurel, New Jersey.

	Trustee	Mtn	Snd	Aye	Nay	Abn	Abs	Nvt	
	V-: V-4-			10	$\rightarrow$	ф			
	Voice Vote			0	Ψ	4			
	Roll Call								
1	Justin Braz		$\sqrt{}$						
2	Kevin Brown						$\sqrt{}$		2
3	Lorraine Hatcher			$\sqrt{}$					(
4	James Kerfoot, Vice Chair			/					4
5	Raymond Marini			/					
6	Dorion Morgan			_/					6
7	Gino Pasqualone			$\sqrt{}$					7
8	Mickey Quinn								] {
9	Regina Reed	<b>V</b>							9
10	Vacant								1
11	Anthony C. Wright, Chairperson						<b>\</b>		1

Legend: Mtn = Motion; Snd =Second; Aye= Aye; Nay= Nay; Abn=Abstain; Abs=Absent; Nvt=Not Voting

Vice Chair

Dr. Michael A. Cioce

**Board Secretary** 

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# ROWAN COLLEGE at BURLINGTON COUNTY BOARD OF TRUSTEES MEETING MAY 21, 2024

#### **RESOLUTION #2024-142-03**

TO AWARD A ONE-YEAR EXTENSION CONTRACT TO SOFTDOCS, YEAR 3 OF 5, FOR A DIGITAL FORMS SOLUTION DOCUMENT MANAGEMENT SYSTEM AND PLATFORM SOFTWARE SUBSCRIPTION THAT NEEDS TO BE MAINTAINED, IN THE AMOUNT OF \$55,697.25 FOR FISCAL YEAR 2025

**WHEREAS**, in an effort to maintain the College's document management flow of electronic forms to allow the automation of business processes minimizing paper records; and

**WHEREAS**, pursuant to Resolution 2022-172-12 on June 21 ,2022, the College's Board of Trustees awarded an initial contract to **Softdocs** to provide the initial setup services and a platform software subscription for a period of one (1) year, with an option to extend for an additional four (4) one-year terms based on mutual agreement and Board approval; and

**WHEREAS**, pursuant to Resolution 2023-136-08, the College exercised a one-year extension contract with **Softdocs** given the recommendation of College staff and the Administration; and

**WHEREAS**, the College continues to be satisfied with **Softdocs**' performance and the original contract permits another one-year extension, which has been recommended by College staff; and

**WHEREAS**, **Softdocs** continues to have the experience and expertise to continue to provide these services; and

WHEREAS, in accordance with P.L. 2004, Chapter 19 (as amended by P.L. 2005, c51) N.J.S.A. 19:44A-20.4 et seq. Chapter 271 P.L. 2005 (Adopted January 5, 2006) and P.L. 1982 c.189 N.J.S.A. 18A:64A-25.5(19), it appears in the best interest of the College, based on price and other factors considered, to award a one-year extension contract to Softdocs, 807 Bluff Road, Columbia, SC 29201; and

**NOW THEREFORE**, **BE IT RESOLVED** by the Trustees of the College now assembled in public session this 21<sup>st</sup> day of May 2024, to award a one-year extension contract, from July 1, 2024 until June 30, 2025, to **Softdocs** in the amount of **\$55,697.25**.



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## \*\*\*\*\*\*\*CERTIFICATE OF AVAILABILITY OF FUNDS\*\*\*\*\*\*\*\*

I, Kevin Kerfoot, Chief Financial Officer, do hereby certify that adequate funds are available in the fiscal year 2024 Operating & Grants budget to pay for the contract between Rowan College at Burlington County and **Softdocs**.

The money necessary to fund said contract is \$55,697.25. The contract is subject to the availability of funds and upon the approval of the contract the funds will be charged to the following budget line item appropriation:

1-00800-9601 (Information Technology, Maintenance Contracts)

Kevin Kerfoot

Chief Financial Officer



# \*\*\*\*\*\*\*\*\*CERTIFICATION OF THE SECRETARY\*\*\*\*\*\*\*

IT IS HEREBY CERTIFIED that the foregoing Resolution was duly adopted by the Rowan College at Burlington County, by the vote below indicated, at the **Board Meeting held on Tuesday, May 21, 2024,** and on the Mount Laurel Campus, Student Success Center, Room 138, Mount Laurel, New Jersey.

	Trustee	Mtn	Snd	Aye	Nay	Abn	Abs	Nvt	
	Voice Vote			le	0	φ			
	Roll Call		,						
1	Justin Braz								1
2	Kevin Brown						/		2
3	Lorraine Hatcher			$\sqrt{}$					3
4	James Kerfoot, Vice Chair			/					4
5	Raymond Marini			/					5
6	Dorion Morgan								6
7	Gino Pasqualone			<b>\</b>					7
8	Mickey Quinn								8
9	Regina Reed								9
10	Vacant								1
11	Anthony C. Wright, Chairperson						/		1

Legend: Mtn = Motion; Snd =Second; Aye= Aye; Nay= Nay; Abn=Abstain; Abs=Absent; Nvt=Not Voting

Dr. James Kerfoot

Vice Chair

Dr. Michael A. Cioce Board Secretary Rowan College at Burlington County Board of Trustees Public Meeting Minutes 05.21.2024 18 of 80



# ROWAN COLLEGE at BURLINGTON COUNTY BOARD OF TRUSTEES MEETING MAY 21, 2024

# **RESOLUTION #2024-142-04**

# TO AWARD A CONTRACT WITH SIGN4U INTERPRETING SERVICES, LLC TO PROVIDE INTERPRETING SERVICES IN AN AMOUNT NOT TO EXCEED OF \$70,000.00, ON A BILLABLE HOURLY BASIS, FOR FISCAL YEAR 2025

**WHEREAS**, the College has a need to provide qualified interpreters to ensure that communications with applicants, participants, and members of the public with disabilities are as effective as communication with others; and

**WHEREAS,** The college Board of Trustees authorized the college administration to conduct a fair and open request for bids process for translation services at its February meeting; and

**WHEREAS**, The college conducted a request for bid process in full compliance with state purchasing laws that concluded in May with a recommendation from a committee comprised of representatives from the Enrollment Management and Student Success division that judged the firms based on their history and qualifications, and cost, in context with the college's operating budget; and

WHEREAS, Based on the administration's review and recommendation, Sign4U Interpreting Services, LLC has the appropriate experience and qualifications to meet the criteria of the college's needs at the most cost-effective cost; and

**WHEREAS,** The American with Disabilities Act mandates that under Section 504 of the Rehabilitation Act, under Title II of the ADA, the responsibilities of public services and state and local governments which include L.E.A. (local educational agency); and

**WHEREAS**, the number of deaf or hard of hearing students continues to increase and so does the need for interpreting services; and

WHEREAS, our current contract expires on June 30, 2024; and

**WHEREAS**, this contract is for a period of one (1) year and the RFP also contained language which would allow the College to extend the term of the contract for an additional one (1) year term, July 1, 2025 through June 30, 2026, based on mutual agreement and Board approval; and

WHEREAS, in accordance with P.L. 1982, c.189 (C.18A:64A-25.4 & C.18A:64A-25.5 (1)) it appears in the best interest of the College to award a contract to **Sign4U Interpreting Services**, **LLC**, 437 Roosevelt Avenue, Glendora, NJ 08029; and

Rowan College at Burlington County Board of Trustees Public Meeting Minutes 05.21.2024 19 of 80



WHEREAS, in accordance with P.L. 1982, c.189 (C.18A:64A-25.4 & C.18A:64A-25.5) (1), the President recommends to extend this contract, awarded to the following vendor: Sign4U Interpreting Services, LLC.

**NOW, THEREFORE,** be it resolved by the Trustees of the College now assembled in public, session this 21<sup>st</sup> day of May 2024, that a contract be awarded to **Sign4U Interpreting Services, LLC** in the amount of **\$70,000.00**, on a billable hourly basis, for a twelve (12) month term.

Rowan College at Burlington County Board of Trustees Public Meeting Minutes 05.21.2024 20 of 80



# \*\*\*\*\*\* CERTIFICATE OF AVAILABILITY OF FUNDS\*\*\*\*\*\*\*\*

I, Kevin Kerfoot, Chief Financial Officer, do hereby certify that adequate funds are available in the fiscal year 2025 Operating Budget to pay for the contract between Rowan College at Burlington and **Sign4U Interpreting Services**, **LLC**.

The money necessary to fund said contract is \$70,000.00. The contract is subject to the availability of funds and upon approval of the contract, the funds will be charged to the following budget line item appropriation:

1-42310-9701 (Student Support, Contracted Service)

Kevin Kerfoot

Chief Financial Officer



# \*\*\*\*\*\*\*\*\*\*CERTIFICATION OF THE SECRETARY\*\*\*\*\*\*\*

IT IS HEREBY CERTIFIED that the foregoing Resolution was duly adopted by the Rowan College at Burlington County, by the vote below indicated, at the **Board Meeting held on Tuesday, May 21, 2024,** and on the Mount Laurel Campus, Student Success Center, Room 138, Mount Laurel, New Jersey.

	Trustee	Mtn	Snd	Aye	Nay	Abn	Abs	Nvt	
,	Voice Vote			6	ф	ф			
,	Roll Call								
1	Justin Braz						,		1
2	Kevin Brown						<b>\</b>		2
3	Lorraine Hatcher								3
4	James Kerfoot, Vice Chair								4
5	Raymond Marini								5
6	Dorion Morgan			/					6
7	Gino Pasqualone								7
8	Mickey Quinn	,							8
9	Regina Reed								9
10	Vacant								10
11	Anthony C. Wright, Chairperson						1		11

Legend: Mtn = Motion; Snd =Second; Aye= Aye; Nay= Nay; Abn=Abstain; Abs=Absent; Nvt=Not Voting

Dr. James Kerfoot

Vice Chair

Dr. Michael A. Cioce Board Secretary Rowan College at Burlington County Board of Trustees Public Meeting Minutes 05.21.2024 22 of 80



# ROWAN COLLEGE at BURLINGTON COUNTY BOARD OF TRUSTEES MEETING MAY 21, 2024

#### **RESOLUTION #2024-142-05**

TO AMEND RESOLUTION #2023-080-09 REGARDING THE MAINTENANCE AND LICENSE FEES AGREEMENT WITH ELLUCIAN, INC. RELATING TO THE COLLEAGUE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM SOFTWARE IN A NEW NOT TO EXCEED AMOUNT OF \$2,147,941.00.

**WHEREAS**, the college has deemed it necessary to renew the annual agreement of the Ellucian Colleague Enterprise Resource Planning (ERP) system software licenses and maintenance / support contract that provides for software, functionality upgrades and software fixes to existing Colleague modules; and

**WHEREAS**, the college is renewing the modules currently in use as well as upgrading or adding additional Colleague Modules that will enhance the college's ability to fulfill our mission and these newly upgraded or added modules have an associated implementation cost; and

**WHEREAS**, the Colleges current ERP contract expired on June 30, 2023 and the College Administration and staff recommended entering into a new three year contract (July 1, 2023 – June 30, 2026) with **Ellucian Inc.** for ERP system software purposes; and

**WHEREAS**, the College is permitted to enter into multi-year agreements for the maintenance and licensing fees for an ERP system pursuant to N.J.S.A. 18A:64A-25.28(d); and

**WHEREAS**, pursuant to N.J.S.A. 18A:64A-25.5(a)(19), the College is exempt from publicly advertising prior to the award of this contract; and

WHEREAS, Ellucian Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that Ellucian Inc. has not made any reportable contributions to a political or candidate committee in the County of Burlington in the previous one year, and that the contract will prohibit Ellucian Inc. from making any reportable contributions through the term of the contract; and

**NOW THEREFORE,** be it resolved by the Trustees of the College now assembled in public session this 21<sup>st</sup> day of May 2024, that a three-year contract be awarded to **Ellucian Inc.** in the amount of \$550,000 for fiscal year 2024, \$847,941.00 for fiscal year 2025 and \$750,000.00 for fiscal year 2026 for a total amount of 2,147,941.00.

A copy of this contract is appended hereto as Exhibit A.

Rowan College at Burlington County Board of Trustees Public Meeting Minutes 05.21.2024 23 of 80



## \*\*\*\*\*\*\*CERTIFICATE OF AVAILABILITY OF FUNDS\*\*\*\*\*\*\*\*

I, Kevin Kerfoot, Chief Financial Officer, do hereby certify that adequate funds are available in the Fiscal Year 2025 Operating Budget to pay for the contract between Rowan College at Burlington County and **Ellucian Inc.** 

The money necessary to fund said contract is \$847,941.00. The contract is subject to the availability of funds and upon the approval of the contract the funds will be charged to the following budget line item appropriation:

1-00800-9601 (Information Technology, Maintenance Contracts)

Kevin Kerfoot

Chief Financial Officer



## \*\*\*\*\*\*\*\*\*CERTIFICATION OF THE SECRETARY\*\*\*\*\*\*\*\*

IT IS HEREBY CERTIFIED that the foregoing Resolution was duly adopted by the Rowan College at Burlington County, by the vote below indicated, at the **Board Meeting held on Tuesday, May 21, 2024,** and on the Mount Laurel Campus, Student Success Center, Room 138, Mount Laurel, New Jersey.

	Trustee	Mtn	Snd	Aye	Nay	Abn	Abs	Nvt	
,	Voice Vote			le	0	0			
	Roll Call								
1	Justin Braz		<b>/</b>						1
2	Kevin Brown						/		2
3	Lorraine Hatcher								3
4	James Kerfoot, Vice Chair			<b>/</b>					4
5	Raymond Marini								5
6	Dorion Morgan			/,					6
7	Gino Pasqualone			//					7
8	Mickey Quinn								8
9	Regina Reed	/							9
10	Vacant								10
11	Anthony C. Wright, Chairperson								1.

Legend: Mtn = Motion; Snd =Second; Aye= Aye; Nay= Nay; Abn=Abstain; Abs=Absent; Nvt=Not Voting

Dr. James Kerfoot

Vice Chair

Dr. Michael A. Cioce Board Secretary Rowan College at Burlington County Docu รัฐมูล เล็กงาชาคมละปฏ: 6D2DC2EF-9027-4392-ABAE-367EE88225F9

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#### LICENSE EXCHANGE AND ENHANCEMENT ORDER FORM

This Order Form is between **ELLUCIAN COMPANY L.P.** ("Ellucian") and **ROWAN COLLEGE AT BURLINGTON COUNTY** (the "Client"). This Order Form amends the General Terms and Conditions Agreement dated November 14, 1997 between the parties, as amended (collectively, the "Agreement"). Capitalized terms in this Order Form shall have the same meaning given to such terms within the Agreement unless redefined herein.

Under the Agreement, Ellucian granted Client a perpetual right of use for certain systems of software. Subject to the terms and conditions of the Agreement as modified by this Order Form, Client and Ellucian hereby terminate Client's license for the "Terminated Perpetual Software" identified in Exhibit 1 hereto in consideration for a license to use certain software, as identified in the Subscription Software Table below, on a term-of-years basis ("Subscription Software") and/or certain other software, as identified in the Cloud Software Table below, on a term-of-years, Ellucian cloud-provided basis ("Cloud Software"). Client is retaining its perpetual license to use certain other Continuing Perpetual Software (as that term is defined below), all subject to the terms and conditions of the Agreement as modified by this Order Form. Accordingly, Ellucian and Client, intending to be legally bound, agree as follows:

Software Term. For purposes of both the Subscription Software and the Cloud Software licensed under this Order Form, the "Software Term" consists of the period of time from June 30, 2023 (the "Beginning Date") until June 30, 2026 (the "Expiration Date"). Following the Initial Cloud Software Term, unless the parties have negotiated a new agreement or an extension of or modification to the terms hereof for continued use of and access to the Subscription Software and Cloud Software beyond the Expiration Date, Ellucian shall be under no obligation to continue to provide use of or access to the Subscription Software and Cloud Software (and therefore Client shall have no prospective (new) liability for payment for such Subscription Software and Cloud Software) post-Expiration Date. If the parties negotiate an extension of or modification to the terms hereof for continued use of and access to the Cloud Software in accordance with the preceding, then the Initial Cloud Software Term combined with any such extended Cloud Contract Year(s) is referred to herein as the "Cloud Software Term."

<u>Termination of License for Terminated Perpetual Software</u>. Client's license to use the Terminated Perpetual Software is terminated thirty (30) days following the Beginning Date unless otherwise provided in Exhibit 1.

Grant of Licenses Pursuant to This Order Form. Licenses granted pursuant to this Order Form are for Client's internal use only and are subject to all use restrictions and limitations set forth in the Agreement and this Order Form, including referenced attachments. Ellucian grants Client a non-exclusive, non-transferable license to use the Subscription Software and Cloud Software, for Client's internal use, only during the Software Term specified herein, for the fees specified herein. Third party owners of Software licensed or provided for use by Ellucian are third party beneficiaries of this Order Form with regard to each such owner's respective products. Client acknowledges that Subscription Software that replaces the Terminated Perpetual Software has been delivered. Ellucian will provide the necessary process and procedure for Client's access to the Cloud Software within thirty (30) days of the Beginning Date.

<u>Continuing Perpetual Software</u>. Notwithstanding the termination of Client's license to use the Terminated Perpetual Software as provided for in this Order Form, Client has an ongoing license for use of certain other systems of software as more particularly identified in Exhibit 2 hereto (the "Continuing Perpetual Software"), as previously licensed between the parties.

<u>Continuing Cloud Software</u>. Notwithstanding the Client's license to use the Cloud Software as provided for in this Order Form, Client has an ongoing license for use of certain other Cloud Software as more particularly identified in Exhibit 3 hereto (the "Continuing Cloud Software"), as previously licensed between the parties.

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SUBSCRIPTION SOFTWARE TABLE 1,2	
Description	Fee
Colleague Enterprise (includes Communications Management, Demographics,	Included
Electronic File Programming (ELF), Cash Receipts, Facilities Profile, Scheduling & Staff	
Information, Accounts Receivable, General Ledger, Workflow Management System,	
Activities & Events, Studio)	
Unrestricted Colleague Users for SQL Database 3	
Colleague Student and Financial Aid (includes Admissions, Degree Audit, Curriculum	Included
Management, Faculty Information, Academic Records, Registration, Student Refunds,	
EDI SPEEDE Transaction Sets, Admissions Application Interface (Electronic Application	
Utility), Workflow Definition Tool for Student, Campus Organization, Colleague	
Student Planning, Colleague Self-Service Financial Aid, Colleague Retention Alert)	
Residence Life	
Colleague Finance (includes Accounts Payable, Purchasing, Workflow Definition Tool	Included
for Finance, Budget Management, Fixed Assets, Projects Accounting)	
Colleague Human Resources (includes Workflow Definition Tool for HR, Payroll,	Included
Position Management)	

CLOUD SOFTWARE TABLE 1					
Description	Fee				
Ellucian Intelligent Learning Platform for Blackboard	Included				
Ellucian On Demand Training	Included				
25 Named User Licenses					
Ellucian Experience Premium [Delayed Start <sup>4</sup> ]	Included				
Ellucian CRM Recruit [Delayed Start <sup>4</sup> ]	Included				
Ellucian CRM Advise [Delayed Start <sup>4</sup> ]	Included				
Ellucian CRM Named Users [Delayed Start <sup>4</sup> ]	Included				
200 CRM Lite Named Users					
65 CRM Standard Named Users					
8 CRM Premium Named Users					
One (1) block of bulk email sends for CRM Recruit [Delayed Start <sup>4</sup> ]	Included				
(each block = 250,000 email sends per Contract Year)					

PAYMENT SUMMARY FOR SUBSCRIPTION SOFTWARE AND CLOUD SOFTW.	ARE
TOTAL (for Contract Year ending June 30, 2024)	\$361,500
TOTAL (for Contract Year ending June 30, 2025)	\$572,862
TOTAL (for Contract Year ending June 30, 2026)	\$612,962

## Notes to Subscription Software Table and Cloud Software Table:

- For a description of the product details and the terms of service, see <a href="www.ellucian.com/contracts-and-documentation">www.ellucian.com/contracts-and-documentation</a>.
- Pricing in this Order Form allows for up to a tier threshold of 4,999 (the "Contracted FTE"). The annual fees shown in the Cloud Software Table do not include implementation/setup services.
- Unrestricted Use: Client's "Unrestricted Colleague Users for SQL Database" license will grant the Client an unrestricted license for Colleague Users for SQL Database; Client is purchasing a <u>separate</u> uplift for "Unrestricted Colleague Users for Unidata Database" license which will grant Client an unrestricted license for Colleague Users for Unidata Database. The "Scope of Use" as to both types of Unrestricted Colleague User licenses includes use of the Software for Client's own internal purposes on Client's premises. The Scope of Use excludes use of the Software for either (i) support of an online university or (ii) acquired or divested entitles not operating under Client's logo.
- The parties intend to start Client's use of and access to the Cloud Software identified by this Note 4 at the start of the second Contract Year. Client will not have access to or use of this Cloud Software until after June 30,

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2024, and the pricing shown in the tables above reflects fees for this delayed Cloud Software beginning with the second Contract Year.

<u>Professional Services</u>. Ellucian agrees to provide Client with the Professional Services identified in the Professional Services Table below (the "Services"), for the additional fees set forth in that Table, on the terms and conditions set forth in the Agreement as modified by this Order Form. Where a number of hours is specified within this Order Form for Ellucian's delivery of Professional Services on a time and materials basis, the associated fees shown herein represent a good faith estimate based on the information available to Ellucian as of the Execution Date; the total fees payable for Professional Services may vary based on the actual number of hours of services required to complete the services and the rate that is applicable during the period of Ellucian's delivery of the services. In performing its obligations with respect to services identified herein, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.

PROFESSIONAL SERVICES TABLE		editaballa one hogik	DESTRUCTION
Description 1,2	Hours	Rate	Fee
Colleague Finance Projects Accounting	16	\$237	\$3,792
Colleague Human Resources/Payroll Position Management	22	\$237	\$5,214
Ellucian CRM Advise Essentials Implementation	302	\$237	\$71,574
Ellucian Elevate Pro-Plus (On-Prem)	250	\$237	\$59,250
Ellucian Intelligent Learning Platform Services	10	\$237	\$2,370
Colleague Project Management Services	156	\$237	\$36,972
Ellucian CRM Recruit Essentials Implementation (Colleague)	Fixed Fee	Fixed Fee	\$56,000
Ellucian Experience Single Sign-on	Fixed Fee	Fixed Fee	\$7,000
Ellucian Experience Training and Planning	Fixed Fee	Fixed Fee	\$7,000
Ellucian Experience Toolkit Workshop	Fixed Fee	Fixed Fee	\$7,100
TOTAL PROFESSIONAL SERVICES FEES:			\$256,272

#### **Notes to Professional Services Table:**

- For a description of the services identified in this Order Form, see the Statement of Work which may be downloaded at the following URL: <a href="https://na11.springcm.com/atlas/Link/Document/22174/25bc0131-22bd-ed11-b81e-48df37a6f7d8/424cf936-22bd-ed11-b81e-48df37a6f7d8">https://na11.springcm.com/atlas/Link/Document/22174/25bc0131-22bd-ed11-b81e-48df37a6f7d8/424cf936-22bd-ed11-b81e-48df37a6f7d8</a>.
- For a description of the terms and conditions applicable to Professional Services, see the Ellucian Professional Services Terms and Conditions at <a href="https://www.ellucian.com/contracts-and-documentation">www.ellucian.com/contracts-and-documentation</a>.

Non-appropriation. It is Client's intent to make all payments due under any Order Form(s) if funds are legally available therefor. If, despite Client's efforts, sufficient funds are not appropriated and budgeted or are otherwise legally unavailable by any means whatsoever in any fiscal period for payments due under an Order Form, then Client will immediately notify Ellucian of such occurrence and Ellucian will notify Client that Ellucian will cease providing the Term License, Subscription Services, Professional Services and/or Software Support Services (as applicable), effective on the last day of the fiscal period for which Client's appropriations were received (the "effective date of termination"). Upon the effective date of termination, Client will pay to Ellucian the fees for all such licenses/services through the effective date of termination, as follows: (i) for Term Licenses, Client will pay Ellucian for all Term Licenses up to and including the effective date of termination that have not then been paid by Client (or, if applicable, Ellucian will refund any Term License fees prepaid by Client for any periods following the effective date of termination); (ii) for Subscription Services, Client will pay Ellucian for all Subscription Services up to and including the effective date of termination that have not then been paid by Client (or, if applicable, Ellucian will refund any Subscription Services fees prepaid by Client for any periods following the effective date of termination); (iii) for Professional Services rendered on a fixed fee basis, Client will pay Ellucian for such fixed fee services based upon the level of effort that Ellucian provided through the effective date of termination, as if such fixed fee services had

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instead been time-and-materials services; (iv) for Professional Services rendered on a time-and-materials basis, Client will pay Ellucian for such time-and-materials services based upon the applicable services rates provided in the Order Form, multiplied by the number of person-hours of time-and-materials services that Ellucian expended on the time-and-materials services through the effective date of termination; (v) for Software Support Services, Client will pay Ellucian for all Software Support Services up to and including the effective date of termination that have not then been paid by Client (or, if applicable, Ellucian will refund any Software Support Services fees prepaid by Client for any periods following the effective date of termination); and (vi) Client will pay Ellucian for any reimbursable travel and living expenses incurred by Ellucian through the effective date of termination. Without limiting the foregoing, Client represents and warrants to Ellucian that Client will both appropriate and encumber sufficient funds in Client's then-current fiscal year (that is, the Client fiscal year in effect as of the Execution Date or a Perpetual License Order Form) to pay Ellucian the amounts provided in the Perpetual License Order Form as the license fee for the Software and the fees for acquisition of any third party Software in accordance with the payment schedule set forth in the applicable Perpetual License Order Form.

<u>Invoicing.</u> Fees for Software Support Services, Subscription Software, and Cloud Software are payable on the basis of a "Contract Year" (consisting of twelve (12) consecutive months beginning July 1) during the Software Term unless otherwise provided herein or in the Exhibits hereto. As applicable based upon the specific products identified in this Order Form, Ellucian will invoice Client:

- on an annual basis, in advance of each applicable Contract Year for Subscription Software and Cloud Software (fees for the initial Contract Year will be invoiced on the Execution Date);
- on an annual basis, in advance of each applicable Contract Year for Software Support Services fees
  applicable to the Continuing Perpetual Software (fees for the initial Contract Year will be invoiced on the
  Execution Date);
- on July 1, 2024 for all Professional Services to be performed on a fixed fee basis; and
- monthly on an as-incurred basis in arrears for all Professional Services to be performed on a time and
  materials basis as well as for reimbursable travel and living expenses and other applicable charges in
  accordance with the terms of the Agreement if Ellucian's performance of any Professional Services involves
  onsite delivery (unless the service rate(s) identified in the Professional Services Table indicate that travel
  and living expenses are included).

<u>Payment Terms</u>. Unless a different payment obligation is specified in the Agreement, Client's payments under this Order Form are due within thirty (30) days of the date(s) of invoice(s).

International Trade Compliance. All Order Forms are expressly made subject to United States and other jurisdictions' applicable legal requirements regarding exporting and other international trade transactions ("Trade Controls"). Client's use, disposition of and other actions with respect to the Software will comply with Trade Controls. Without limitation, Client will not allow the Software, in whole or in part, to be transferred to another party, in any manner or by any means, without in each instance obtaining Ellucian's prior written consent and, if required, authorization from a cognizant government authority. Without limitation, Client is prohibited from directly or indirectly supplying, transferring, exporting (or re-exporting) or providing access to the Software: (i) to any individual who is in, a citizen of or normally resident in or any organization domiciled, operating in or organized under the laws of any jurisdiction that is the subject of a U.S. territorial embargo; or (ii) to any individual or organization on the United States Treasury Department's List of Specially Designated Nationals and Blocked Persons, the United States Commerce Department's Denied Persons List or Entity List, or any other U.S. government list of parties with respect to whom or which the U.S. government imposes restrictions on dealings.

<u>Publicity</u>. From time to time, in the ordinary course of business, Ellucian issues press releases and announcements regarding the completion of transactions with its customers and partners. As partial consideration for the products and services provided by Ellucian, Client agrees to provide Ellucian with reasonable and timely approvals of such press releases and announcements, including (where appropriate), the approval of quotations and acknowledgements to be included in such materials.

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By entering into this Order Form with Ellucian, Ellucian grants Client the right to migrate to the Ellucian Cloud, pursuant to the terms and conditions of the Agreement, as amended, and for such fees as are contained in a subsequent amendment to the Agreement in which Client and Ellucian memorialize the Ellucian Cloud migration right effected by this provision.

By the execution below, each party represents and warrants that it is bound by the signature of its respective signatory for this non-cancelable Order Form. Except as expressly amended by this Order Form, the terms of the Agreement remain unchanged and in full force and effect; any fees due under this Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the Agreement. Client has not relied on the availability of either any future version of any software or any future software product or service.

Ellucian	C Doi	cuSigned by:	Client	
Ву:	Har	shan Bhangdia	Ву:	Kevin Kerfoot  Authorized Signature
	Authoria	zed Signature		Authorized Signeture
Name:	Harsh	an Bhangdia	Name:	Kevin Kerfoot
	Printed			Printed
Title: EVP,		CF0	Title:	CFO
Date:	4/25/	2023	Date:	04/25/2023
• • • • • • • • • • • • • • • • • • • •	cing conta	ne later date of signature above is the "Exined in this Order Form is valid only if the ble Contact Information:	Execution Dat	
Name:		Sandy Manazia Accounts Payable	Name:	David Zambrano
Address:		900 College Circle	Title:	Executive Director OIT
City, State, Zip:		Mt. Laurel, NJ 08054	Email:	dzambrano@rcbc.edu
Email Address:		SWenexia@robsxadu ap@rcbc.ed	du	
PO# (if app	licable)			

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Board of Trustees Public Meeting Minutes 05.21.2024 30 of 80

**EXHIBIT 1** 

#### TERMINATED PERPETUAL SOFTWARE TABLE: 1

Description
Rocket Application Server 0-200 Partner
Colleague Finance System-2 (Includes Budget Management)
Colleague Self-Service Financial Aid
Colleague Core
Colleague Human Resources (Includes Payroll)
Colleague Per User 0-200
Colleague SecuritySmith
Colleague Student Planning
Colleague Student System

#### **Notes to Terminated Perpetual Software Table:**

Prior to the Execution Date of this Order Form to which this Exhibit 1 is attached, Client paid Ellucian certain fees as Software Support Services for the Terminated Perpetual Software, either under the Agreement or under a separate maintenance agreement ("Maintenance Agreement"). Client's obligation to pay Ellucian Software Support Services fees for the Terminated Perpetual Software identified in the Terminated Perpetual Software Table above is terminated as of the Beginning Date. Client will receive a credit for any prepaid Software Support Services for the Terminated Perpetual Software for the period commencing on the Beginning Date or will be billed for the Software Support Services for the Terminated Perpetual Software through the Beginning Date, as applicable.

Rowan College at Burlington County (USA) MJC (P1) (NB: term=3y; upg@EEVE3)

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**EXHIBIT 2** 

Ongoing Software Support Services. Client will continue to pay Ellucian Software Support Services fees for the Continuing Perpetual Software as provided in the parties' existing underlying Maintenance Agreement through June 30, 2023. The parties hereby amend, renew, and extend Software Support Services for the Continuing Perpetual Software (only) for a term commencing on July 1, 2023 through the Expiration Date ("Extended Maintenance Term"). During the Extended Maintenance Term applicable to the Continuing Perpetual Software identified below, Ellucian will continue to provide Software Support Services (including Maintenance) on the Continuing Perpetual Software in accordance with the terms and conditions of the Maintenance Agreement and Client will pay the fees specified in the Continuing Perpetual Software Table below annually, on the basis of a Contract Year. Absent any further amendment or extension with respect to continuing Software Support Services beyond the Extended Maintenance Term, Software Support Services fees for each subsequent Contract Year after the Extended Maintenance Term will be specified by Ellucian in an annual invoice and will increase at Ellucian's then-current rates.

For a description of the terms of service applicable to Software Support Services for the Continuing Perpetual Software identified below, see <a href="https://www.ellucian.com/contracts-and-documentation">www.ellucian.com/contracts-and-documentation</a>.

#### CONTINUING PERPETUAL SOFTWARE TABLE (PAID IN ADVANCE):

**EXPIRATION DATE:** 

**JUNE 30, 2026** 

Description	Maintenance	Fee
	Level	
Rocket RDBMS AE Users Partner	Advantage	Included
Synoptix 5-User Partner	Advantage	Included
TOTAL (for Contract Year ending June 30, 2024)		\$28,693
TOTAL (for Contract Year ending June 30, 2025)		\$30,989
TOTAL (for Contract Year ending June 30, 2026)		\$33,468

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**EXHIBIT 3** 

Continuing Cloud Software. Client will continue to pay Ellucian subscription fees for the Continuing Cloud Software as provided in the parties' existing underlying cloud software agreement through June 30, 2023. The parties agree to amend (including an upgrade to Ellucian Elevate CE/WFD Pro Plus), renew, and extend Client's subscription to the Continuing Cloud Software (only) for a term commencing on the Beginning Date through the Expiration Date ("Extended Cloud Software Term"). During the Extended Cloud Software Term, Ellucian will provide Client access to and use of the Continuing Cloud Software, as herein upgraded, in accordance with the terms and conditions of the Agreement as modified by this Order Form and Client will pay the fees specified in the Continuing Cloud Software Table below annually, in advance, on the basis of a Contract Year. Fees for Continuing Cloud Software will be specified by Ellucian in an annual invoice issued at least thirty (30) days before the start of the applicable Contract Year, with payment due within thirty (30) days of the date of each such invoice. Absent any further amendment or extension with respect to the Continuing Cloud Software beyond the Extended Cloud Software Term, subscription fees for each subsequent Contract Year after the Extended Cloud Software Term will be specified by Ellucian in an annual invoice and will increase at Ellucian's then-current rates.

For a description of the product details and terms of service, see the Product Specifications available at: <a href="https://www.ellucian.com/contracts-and-documentation">www.ellucian.com/contracts-and-documentation</a>.

#### **CONTINUING CLOUD SOFTWARE TABLE:**

Description	Maintenance Level	Fee
Ellucian Elevate CE/WFD Pro Plus 1	Subscription Advantage	Included
TOTAL (for Contract Year ending June 30, 2024)		\$56,986
TOTAL (for Contract Year ending June 30, 2025)		\$60,975
TOTAL (for Contract Year ending June 30, 2026)		\$65,244

#### **Notes to Continuing Cloud Software Table:**

For avoidance of doubt, this Continuing Cloud Software Table includes an upgrade of Ellucian Elevate CE/WFD Professional to Ellucian Elevate CE/WFD Pro Plus effective July 1, 2023. The terms and conditions stated in the parties' prior Cloud Software Order Form dated June 29, 2018 by which Client acquired a license to Ellucian Elevate CE/WFD Professional will continue to apply to the upgraded product (Ellucian Elevate CE/WFD Pro Plus) throughout the Extended Cloud Software Term except as otherwise specified in the terms of service and the product details for Ellucian Elevate CE/WFD Pro Plus (see <a href="https://www.ellucian.com/contracts-and-documentation">www.ellucian.com/contracts-and-documentation</a>).

Rowan College at Burlington County (USA) MJC (P1) (NB: term=3y; upg@EEVE3)