BOARD OF TRUSTEES MEETING 11:00 a.m., Friday, March 17, 2017 Malone Campus AGENDA

- I. Call to Order
- II. Approval of February 24, 2017 minutes
- III. Liaison Reports
 - A. College Senate
 - B. NCCCAP
 - C. CSEA
- IV. College Reports
 - A. Board Chair
 - B. Interim Vice President for Academic Affairs
 - C. Dean of Admissions
 - D. Interim Vice President for Administration & Fiscal Operations
 - E. President
 - F. Representative Reports
 - NCCC Association
 - 2. NCCC Foundation
- V. Old Business
- VI. New Business
 - A. Proposed working group on assessing the effectiveness of shared governance Board participation
 - B. Board self-evaluation instrument
 - C. Association College Agreement 2017-2020
 - D. Proposed meeting schedule for 2017-2018
- VII. Public Comment*
- VIII. Executive Session
- IX. Adjourn

An Executive Session of the Board of Trustees may be called pursuant to Article 7 of the Public Officer's Law to discuss the Medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal, or removal of a particular person or corporation and collective bargaining negotiations conducted pursuant to Article 14 of the Civil Service Law. (Public Officers Law §105).

^{*} Public Comment: Visitors are requested to sign in before the beginning of the meeting. Provision is made at this point in the agenda for citizens of the community to make comments regarding any agenda item to be discussed at that meeting. Citizens will not be recognized at any other time. No person, not a member of the Board, shall speak for more than five (5) minutes. The minutes shall show that privilege of the floor was granted and shall include a brief statement of the subject matter presented.

NORTH COUNTRY COMMUNITY COLLEGE BOARD OF TRUSTEES MINUTES

Thursday, February 23rd – Saranac Lake Campus

Board Members Present: Stephen Reed, Timothy Burpoe, Mary Kay Tulloch, Anne McDonald, Mark

Moeller, Mary Irene Lee, Daniel Kelleher Excused: Jerry Griffin, Joseph Costa

Others Present: Dr. Steve Tyrell, Stacie Hurwitch, Bob Farmer, Chris Tacea, Joe Keegan,

Chuck VanAnden (College Senate), Diana Fortune (NCCC Foundation), Elizabeth Quinn (NCCCA), Selina

LeMay-Klippel, Shir Filler (NCCCAP)

Chair, Stephen Reed, called the meeting to order at 11:00 a.m.

Approval of Minutes

Mark Moeller made a motion to approve the January 23rd, 2017 minutes. Anne McDonald seconded the motion. The January 23rd, 2017 minutes were approved unanimously (7-0-0).

College Senate

Chuck VanAnden provided a written report and discussed:

- Kudos to Judy Steinburg who led the effort to obtain nominations for Chancellor Award.

Board members, and Steve Tyrell, voiced appreciation for the hard work which Judy displayed in pulling this together. Steve Tyrell reiterated that the Chancellor requires faculty governance to establish a committee to run the nominations and preparations.

- A discussion followed with interest from the Senate to create an internal recognition program.
- Board member, Anne McDonald, may attend the next senate meeting in March via Ticonderoga campus.

Three proposed amendments to the Senate By-laws are currently awaiting final vote:

- Dissolve the governance committee and have a governance officer who is a member of the executive committee and responsible for assuring compliance with the by-laws and requirements.
- 2. Establish a Faculty and Staff recognition committee to work with administration to ensure there is a timely process to identify, nominate and submit required documentation for employee recognition and the contributions they make.
- 3. Clarify dates of the newly elected officers so to avoid confusion of who speaks for and acts on behalf of the Senate. Possible option would be June 1st.

NCCCAP

No report.

* Stephen Reed requested Shir Filler notify NCCCAP members that he will be available to meet with members during his next campus visit on Tuesday, February 28th between 8:30am-11am.

CSEA

No report.

Board Chair Report

Stephen Reed reported:

- First campus visit was very successful. He plans to continue these Tuesday morning visits for a number of weeks. He stressed that all interested parties reach out to him if they wish to meet while he is onsite. He will make arrangements to visit the Malone and Ticonderoga campuses soon.
- Stephen noted that our phone list needs to be up to date.
- Stephen emphasized the College needs to continue to find ways to announce the good things that are happening here.
- Board self-assessment materials will be available soon for all board members to review. The board will continue the discussion on this item during the March meeting.
- A huge thank you to Diana Fortune for her work on the Founder's Day celebration. Diana did a superb job to keep everything on time and on task. Board members agreed it was a terrific event.

Upcoming dates of planned participation:

2/27 – Ways and Means: Elizabethtown 2/28 – Campus visit: Saranac Lake 3/1 – Advocacy Day: Albany

Interim Vice President for Academic Affairs

Joe Keegan reviewed his printed report and highlighted:

- Due to the hard work of faculty and staff, the start of the spring semester has been the smoothest we have seen in years.
- Open invitation for members to visit the new flip classroom in Ticonderoga. The concept of the classroom design was discussed as well as the possibility of looking at other campuses for a similar installation.
- Faculty continue to work on academic master planning. There is currently a proposal to increase adjunct pay and funding for employee professional development is being explored.
- There are faculty searches underway this semester. Positions include two for support of 2nd Chance Pell program.
- Dan Kelleher expresses the importance of thanking all the hard work that went into the launch of the 2^{nd} Chance Pell program. Steve Tyrell reports a thank-you event is being planned and we will be sure the board members are invited when the date is set.

The following resolution for Academic Affairs was acted upon by the board:

- Mary Kay Tulloch recommended Resolution 2016/17-65 that North Country Community College Board of Trustees hereby approves the temporary appointment of Lisa Williams, to the full-time, exempt appointment as Learning Assistance Coordinator and Humanities Instructor for the Spring 2017 term effective January 23, 2017 at an annual salary of \$37,450 and at Rank A5, Step 6. The annual salary will be prorated to the amount of \$17,811.30 for the Spring 2017 term. Mary Irene Lee seconded the motion. The resolution was approved unanimously (7-0-0).

Dean of Admissions Report

Chris Tacea reviewed his printed report and highlighted:

- Fall application reports will be available at the next board meeting.
- Meredith Chapman and Rachel Gebhardt are finishing up the organization of the next SUNY Admissions Professionals event at the Crowne Plaza in Lake Placid.
- Joe Akey has been doing a wonderful job working on 2nd Chance Pell. There have been over 220 applications. The program started this week at two of the four correctional facilities in the program and will commence at the other two correctional facilities next week.
- Allied Health acceptance letters will go out March 3rd, which is in line with our peer colleges.
- NCCC will have a featured full page ad on the back of the Saranac Lake Chamber of Commerce visitor guides. The Chamber of Commerce will print 30,000 guides for distribution soon.
- Mary Irene Lee extended her thanks to Chris for the donations of NCCC backpacks for the back-pack program she's involved with in Minerva, NY.
- Selina LeMay-Klippel's idea for an 8x12 backdrop for a storefront will be going up soon. It's designed to dress up the look of one downtown storefront in Ticonderoga while also promoting the institution.
- This week Dan Kelleher attended a board orientation meeting with Chris Tacea. It was productive and informative for both. Dan reported that there is a notably thorough and professional planning process by the admissions team and it is an impressive operation. Steve Tyrell agreed and explained that while we're ahead of our peers in regard to enrollment, we have to continue to work hard to ensure we maintain our annual enrollment targets.

Interim Vice President for Administration/CFO:

Bob Farmer distributed the January 2017 Financial Report. Tim Burpoe moved to accept the financial report. Mary Irene Lee seconded the motion. Financial report was approved unanimously (7-0-0).

- Bob reported that College revenue, specifically tuition and fees collections, are ahead of what was budgeted for this year because our enrollment is above our budgeted target.
- The 2015-16 annual audit is not completed yet. We hope to have it wrapped up by the next board meeting in March. Process for the next audit will begin in October.
- Work is continuing on the 17/18 budget. The Long Range Planning and Budget Committee has met once already on the proposed budget and their second meeting is scheduled for February 24th, 2017.
- Mary Irene Lee commends everyone involved for doing such a good job in budget management.

President's Report:

Dr. Tyrell shared his written report and discussed:

- A college team will travel with Dr. Tyrell to Albany for Community College Advocacy Day on March 1^{st} , 2017. It will include Stephen Reed, Stacie Hurwitch, Chuck VanAnden and Bruce Rowe. Currently

meetings with Assemblymen Jones and Stec have been scheduled to discuss what impact the 2017/18 State Budget will have on community colleges.

- Continued work on new Strategic Plan has been productive. Working groups met this week to draft clearly measurable outcomes and will be sharing them at the end of next week.
- Explained our fund balance is incredibly strong and we predict we will have the 2nd best percentage of fund balance to operating budget in New York State.
- Thanks to Diana Trummer, Maggie Willet, Amy Provost (CSEA negotiation team), and Bob Farmer, Ericka Moody, and Tara Smith for all their work to complete the new collective bargaining agreement for CSEA and the College. We appreciate all their collaborative hard work.
- Working group met twice concerning the desire to improve Video Conferencing (VC). The goal this summer is to improve VC in one classroom on each of the three campuses. The group is currently gathering data from faculty on how best to use the rooms based on functionality and preference. Next summer, another three rooms will experience VC upgrades.

The following resolution was acted upon by the board:

- Tim Burpoe recommended Resolution 2016/17-64 that North Country Community College Board of Trustees hereby approves the CSEA contract with the terms of agreement negotiated in the MOA. This new contract will be effective September 1, 2016 through August 31, 2019. Anne McDonald seconded the motion. The resolution was approved unanimously (7-0-0).

NCCC Foundation:

Diana Fortune reported:

- Founder's Day was a wonderful success. Diana is almost done personally contacting all those invited (whether they were able to attend or not) and thanking them. Those who could not attend are receiving a copy of the program along with anniversary pins.
- Plans are currently in the works for the 50th Anniversary Celebration in both Ticonderoga and Malone.
- -The student scholarship booklets will be available both hardcopy and online in the next 2-3 weeks. The deadline for students to apply is May 1^{st} , 2017. Donations to the scholarship are welcome.

NCCC Association:

Elizabeth Quinn reported:

- -Chad LaDue was elected Vice President of the Association.
- -There is a proposed increase to the meal plan: \$25 a semester, \$50 a year. The board agreed this was an acceptable increase. Beth also noted that this plan is still the lowest of peer community colleges.
- -Two summer groups, whom are returning customers, have been booked. We're open from mid-June to mid-August, which allows time before and after for clean-up and preparations for the incoming Fall students. It is approximately a \$35 a night charge per person. Linens and meals are an additional cost.
- -Currently working on implementing a pop-up bookstore for the Ticonderoga campus. The plan is to provide students the opportunity, twice a year, to purchase NCCC memorabilia.

-Mary Irene Lee extends her thanks to Elizabeth for doing some creative work and we appreciate all the new ideas she brings to the table.

The following items will be brought to the Association Board meeting on March 3rd, 2017:

- Final draft between the College and Association has been reviewed and will be voted on the March 3rd meeting of the Association. Recognition to Kim Irland for the fabulous work she completed on this project.
- Proposal for implementing a housing deposit refund policy for students who do not attend the College or complete a semester.

New Business:

- In the interest of holding board meetings at the other campuses, Stacie Hurwitch recommends next board meeting be held at the Malone Campus.

Public Comment:

None.

Executive Session

Mary Irene Lee made the motion to enter Executive Session at 12:32 p.m. in relation to collective bargaining negotiations conducted pursuant to Article 14 of the Civil Service Law; and the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation. Tim Burpoe seconded the motion. The motion was passed unanimously. Steve Tyrell and Jim Brooks were invited in to join executive session at 12:32 p.m.

Dan Kelleher leaves session at 1:27 p.m.

Tim Burpoe made a motion to adjourn executive session at 1:45pm. Mary Irene Lee seconded the motion. The motion were approved unanimously (6-0-0).

Adjourn

Tim Burpoe made a motion to adjourn the meeting. Mary Irene Lee seconded the motion. The motion were approved unanimously (6-0-0). The Board meeting was adjourned at 1:46 p.m.

Respectfully Submitted,

Stacie Hurwitch
Assistant Secretary to the Board of Trustees

UNAPPROVED



Academic Affairs North Country Community College VPAA Report to the Board of Trustees March 17th, 2017

Happy St. Patrick's Day! We are wrapping up our midterm exam period and Spring Break begins tomorrow. Please find an update from our area here:

★ Classroom Design and Furniture

• We have canvassed the faculty and departments regarding helping us plan upgrades regarding classroom furniture and layouts. Sarah M. has been working with a vendor to provide us with some options on classroom layout and instructional design. Several rooms were identified in the first round, the selection largely driven by the fact that he was visiting the SL campus. Those include C-17, C-09, C-08, SL Library Classroom in SL; RH-108 in Malone and Ti-219. We are expecting new samples of classroom chairs and tables delivered to the SL campus at the end of this week and on display in the Connector. For those on or traveling to the SL campus, please take a look and give us your thoughts. Thank you.

* Allied Health Admissions

• Our Rad Tech and LPN admissions and waitlist offers have been determined and sent out to students. On Thursday, March 16th we had our Pre-Allied Health Post-Admission Outreach to all those continuing students who were not offered admission or were waitlisted to answer questions and explore ways we can support their aspirations.

★ Summer 17 and Fall 17 Schedule

- **Summer 17** The Summer 17 schedule was moved out to the College community on Weds, March 8th, 2017 and students will be able to begin registration on Monday, March 13th, 2017.
- Fall 17 The Fall 17 schedule draft is out to the faculty for the two week nameless review. We are planning to begin our New Student Registration on Monday, April 3rd, 2017.

* Academic Planning and Programs:

- Our AA Liberal Arts and Sciences Humanities/Social Science Psych Track was approved by NYSED on March 6th, 2017. We are now able to move forward and offer students the opportunity to select this path. We continue to await word of the status of the AS Business -Business Administration online registration which is also at NYSED.
- New Programs: Second Chance Pell has taken up a lot of the energy these last couple of months, limiting our ability to move forward on several new/revised program ideas. These include exploring adding a Biology track to the AS Liberal Arts and Sciences Math/Science program, creating a Certificate in Entrepreneurship, adding a teacher education track to the AA Liberal Arts Humanities/Social Sciences program, registering the Sports Mgmt program in Malone and registering the RN program in Malone, moving away from requirements to video-conference it.
- SUNY Potsdam Meeting: On Monday, March 6th we met with SUNY Potsdam to explore ways to strengthen our partnership. Several ideas were floated, but the most intriguing was about co-locating programs of ours on their campus, specifically those in the liberal arts areas. SUNY Potsdam has some 600 applicants, many from regions that we do not have a strong recruitment footprint, that they turn away, many due to being academically unprepared (they do not offer developmental education in ENG or MAT like we do). They wondered if we were interested in exploring offering degree programs at SUNY Potsdam for these students who would live on their campus there, take coursework delivered by us and be

guaranteed transfer to their bachelor's program at the successful completion of ours. This would be the reverse of what Potsdam and others do currently, where they offer select bachelor's degree programs at community colleges (e.g. SUNY Potsdam and SUNY Jefferson). We have asked for more information about the proposal and have begun sharing it with our faculty, staff and College Senate for input and ideas.

• Academic Master Planning: An update on the status of items within our planning can be found in the far right-hand column:

Rank	Faculty Priorities	Status
1	Increase adjunct pay	Proposed \$50.00/credit increase is in the 17-18 budget.
2	Inventory our current technology and plan accordingly	In partnership with IT we continue to work on this. We have been focusing on improving our VC abilities by limiting the number of classrooms, working with KI to help with classroom design and Scott is working on upgrading of the system.
3	Upgrade classroom furniture	New classroom in SL Library; upgrade of Ti classroom; outreach to faculty and departments for input; several classrooms have been identified for new instructional design and furniture (see above).
4	Increase investment in professional development opportunities	Increased 17-18 budget.
5	Investing in the Bridge program and strengthening our partnerships with high schools	No update.
6	Improve access to libraries and the college after hours.	No update.
7	Invest in career services	No update. We are hoping that we can use either Perkins or an additional SUNY funding source to support it for 17-18.
8	Revitalize campus-based advisory boards to provide input to academic affairs as to where academic programming can best serve workforce needs.	No update.
9	Strengthen existing assessment practices including the assessment of Institutional Learning Outcomes and tie them to the larger strategic plan.	Underway and ongoing. The assessment of ILOs is led by Sarah M. and three faculty members (Tom Mc, Bruce R, and Cammy) using Moodlerooms as a means to capture those assessments.

★ Faculty Matters:

- Faculty Meeting: Thursday, March 30th, 2017 during Activity Period to address several items, including a number which will have an impact on Continuing Student registration such as Quantways and LPN Advisement.
- Faculty/Staff Searches: There are five searches underway this semester including:
 - o CRJ Instructor (completed and offer made)
 - Nursing Clinical Coordinator (completed and offer made)
 - o Art/Computer Graphics and Design Instructor (underway)
 - o Nursing Director (in progress)
 - o Associate Dean of Academic Affairs (no update)

- o Senior Library Clerk (in progress)
- **Temporary Full-Time Searches:** In addition to the aforementioned term leading to continuing appointment searches, we are also conducting searches for:
 - o Two (2) Second Chance Pell Academic Coordinators
 - One (1) P-TECH Academic Coordinator
 - o Nursing Instructor

***** Grants and Experiments: Here is a brief update on our grants:

- Second Chance: We have launched the program at all sites! There are nearly 120 students registered across the four locations (Adirondack, Bare Hill, Franklin and FCI Ray Brook).
- *P-Tech Programs* We attended the freshmen recruitment at PACE P-TECH in Fowler, NY on March 1st, 2017 and expect to be involved with the Northern Borders outreach as well. Our colleague, Brenton Johnson, has resigned effective March 10th, 2017 and will be moving onto Franklin County's Department of Social Services. We wish Brenton the very best in his new position!
- *PELL for High School Students:* No update.
- Career Services Coordinator: Jane Carpenter has continued working with colleagues within and outside the college to help set up job fairs on the campuses. SL's is slated for Wednesday, March 29th and Malone's for Thursday, April 6th. Ti's is still in the planning stages.
- *Perkins:* Our interim report was sent in on March 1st, 2017 and are awaiting word on 17-18 opportunities.

* Middle States

- We received approval from Middle States to add Adirondack and FCI Ray Brook as additional locations, a designation that allows us to offer degree programs there. We had earlier registered the programs as instructional sites, which allowed for offering of courses, with an eye towards this new registration.
- Planning efforts continue to demonstrate mature, systematic assessment linked to strategic
 planning and budgeting. As noted earlier, Bruce R., Tom Mc and Cammy are using
 Moodlerooms to assess and record student performance on program and institutional
 learning outcomes. We expect our work with the faculty and department chairs to continue
 for the semester.

* Applied Learning

• On February 28th, we shared a set of ideas around applied learning with the campus community and reviewed it with the academic chairs, coordinators and directors at Academic Council. We are asking for programs and departments to review it and send their department's positions to us on the request from SUNY. We are planning to have the faculty's position on this to the Senate for their April 2017 meeting.

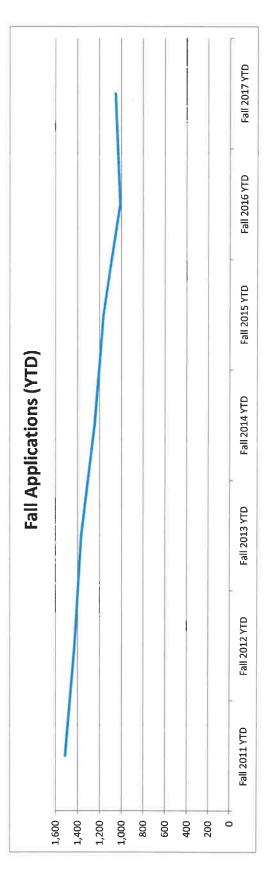
Respectfully submitted,

Joe

BOT March Report 3/8/2017 Office of Admissions Chris Tacea

Current Year: 2017
Data Date: 3/1/2017 *Rough estimate based on available data in CAMS

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1,51	14		2013	2014	2015	2016	2017	2011	2012	2013	2015	2015	2016
1,51	14	YTD	YTD	YTD	YTD	YTD	YTD	Final	Final	Final	Final	Final	Final
		1,430	1,368	1,246	1,166	1,011	1,050	1,843	1,740	1,673	1,921	1,882	1,927
						THE REAL PROPERTY.							
Deposits	6	423	315	506	163	13	30	449	479	351	481	472	533
Admits 559	6	268	589	622	491	326	501	969	653	771	797	694	762
Wait List (Nursing, RAD) 26		4	24	70	85	9	44	27	4	24	38	63	39
Other Application Status 61		237	89	30	0	0	0	16	253	32	3	н	m
Received Applications Pending Review 1		4	9	28	22	12	15	2	4	6	-	24	7
Incomplete Applications 67		80	280	279	393	602	454	170	217	390	14	233	342
Application Withdrawn 106	9	86	65	6	10	4	9	131	109	76	581	181	89
Inactive Application 0		0	0	0	0	46	0	0	0	0	0	0	167
Application Rejected 305	Ñ	16	21	2	2	2	0	352	21	20	9	214	9
	1	Pulls St.											
Registered First Time, Transfer and Readmit 0		0	0	0	0	0	0	628	640	510	575	469	443



Breakouts YTD:	Fall 2017	Fall 2016	#/% Difference
Applications:	1055	1011	44/4.4%
Deposits:	30	13	17/130.8%
Admits:	501	326	175/53.7%
Incompletes:	454	602	-148/-24.06%

Admissions Activities:

- 1. March 3rd competitive letters mailed for LPN, Rad-Tech, and Message (RN will be June)
 - 2. 2nd chance PELL is closed for Spring. Looking forward to May's new start date.
 - 3. Co-working w/Student Life on a College Transfer Day in Malone on the 28th.
- 4. Spring travel has started. We have saved 1.5k in recruitment expense already...please ask how?
- 5. SUNY Potsdam and NCCC admissions discussions...!'ll update for next report.
- 6. Applause goes to Selina LeMay-Klippel's forward thinking erecting a life size NCCC display in a Main Street store front window in Ti.
 - 7. Marketing efforts for: Spring Registration, and 50th Anniversary are rolled out and public.

Financial Aid Report:

- 1. Teresa Finch has completed the FAFSA project for 2nd chance PELL for Spring (all manual...god bless herl).
- 2. 17-18 packaging are done for all admitted students to date and are being mailed. Earliest in my existence at NCCC.
 - 3. Implementation phase of PowerFaids under way with IT and FA team.
- 4. Scholarship review underway to compliment aid packages.
- 5. Circling back to correctional facilities for defaulted inmates that couldn't enter Spring semester.
- A workshop will be created for steps to rehabilitate credit based on defaulted loans for inmates.
- 7. No candidates for the open Directors position.

PSA:

Friendly reminder that weekly admission numbers, the enrollment action plan, high school/community college data/webinars, staff travel, and other useful enrollment resources are on Faculty SharePoint under the folder of Admissions.

President's Report to the Board of Trustees

March 8, 2017 Dr. Steve Tyrell

1) <u>Campus and External Relations</u>: community sessions attended, presentations made, and "meet and greets" completed listed below.

Date:	With:	Location:
February 25th	World Snowshoe Championship Dinner	Saranac Lake, NY
February 27 th	Ways & Means Committee – Essex County – College Report	Elizabethtown, NY
March 1st	NYCCT Community College Advocacy Day with the State Legislature	Albany, NY
March 2 nd	Phi Theta Kappa Ceremony	Albany, NY
March 6 th	SUNY Potsdam Conversation on NCCC programs	Potsdam, NY
March 9th	DEC Railroad Conversation	Lake Placid, NY
March 15 th	Retirees Breakfast	Saranac Lake, NY
March 15 th	Economic Development Committee – Franklin County – College Report	Malone, NY

- 2) 2017-18 State Budget Advocacy A small group of us visited Albany on March 1st to lobby for community college support. My thanks to Steve Reed, Stacie Hurwitch, Bruce Rowe and Chuck Van Anden for being a part of our NCCC advocacy team. We met with staff from Dan Stec's office and we met with Billy Jones, both representatives for the College from the Assembly. The Governor continues to pitch his excelsior scholarship program (i.e. tuition gap program) to the legislature.
- 3) Senate Bill 2103: We received word on Monday, March 6th that the NYS Senate passed a bill regarding the role regional community college councils would play with review of new academic programs emerging from community colleges. I have been informed that there is a companion bill in the NYS Assembly. I would ask you to review the attached Senate bill and contact your State representatives to express any concerns you have about this matter.
- 4) <u>Strategic Planning</u> Working group leads on strategic planning met again on February 21st to draft clearer outcome measures. Without baseline data available for a number of action items proposed, this has been a challenging task for the working groups. We will circulate current drafts with the College community shortly and the working group leads look forward to your feedback.
- 5) <u>SUNY Potsdam Visit</u> Joe Keegan, Chris Tacea and I met with senior leadership at SUNY Potsdam. They are interested in us hosting NCCC classes on their campus. They would like us to offer classes and degree programs that would allow a student to graduate from NCCC and then continue with their baccalaureate at SUNY Potsdam. There were many questions raised that need to be weighed carefully over time. For the moment, we have asked SUNY Potsdam

to send us some information on the list of students; their geographical origin and program interests so that we can at least look at the potential draw on recruiting students into such a program.

- 6) Association College Agreement The Association Board of Directors approved a new agreement between the Association and the College. Kudos to Beth Quinn, Cammy Sheridan, Bob Farmer and Kim Irland for their hard work in helping all stakeholders finalize this agreement. The new agreement now heads to the Board of Trustees for final action.
- 7) College Railroad Corridor Update: College officials will meet with the DEC on March 9th to review the DEC proposals on the section of the railroad that cuts through College property. What has been shared with me by members of the College community is for the College to address any potential risks owners of the property will assume for managing the proposed trail that would run through the College property and what is the best way to insure proper easements for College and the Village as our needs change in the future.
- 8) <u>CSEA Contract Approvals</u> On February 9th, CSEA membership ratified a memorandum of understanding that outlines a new collective bargaining agreement between the College and CSEA. The new agreement was approved by the Board of Trustees at the February 23rd meeting. Essex County Board of Supervisors approved the new contract on February 27th.
- 9) Videoconference Status The working group on videoconferencing met again on February 22nd to look at specific upgrades in equipment and classroom spaces so that videoconferencing in these locations are improved by the beginning of the fall semester (it is our goal to do most of the upgrades in summer 2017). We agreed then to upgrade one classroom at each of the three campuses with improved technology, furniture and room acoustics and aesthetics. Room configurations will be discussed at the next meeting on March 14th.
- 10) Assessing Effectiveness of Shared Governance One of the four items the College will include in its report to Middle States (due September 1st) is the progress the College has made in assessing the effectiveness of shared governance. Over the past two months, President's Council members and members of various working group leads have tossed around a few ways in which we might complete this work. At last week's President's Council; we agreed that the Council itself would take the first pass at documenting where we have made progress with shared governance, where we have had some successes and conversely identify where some of the gaps exists. We are scheduled to meet on Monday, March 13th to begin our work. I will provide an update following our meeting on Monday. This undertaking is not a small task and it surely need to have broader participation than just President's Council members as we delve further into this work in the weeks ahead. So stay tuned!
- 11) <u>Student Retention Committee</u> I shared a request with the College community earlier this week in regard to the creation of a Student Retention Committee. This request emerged out of conversations with President's Council earlier this semester and additionally, in recent years, there were previous recommendations by other committees to create this new committee. It is

important that we begin looking more closely at where both our successes and challenges reside with student retention. I certainly welcome a continuing dialogue of how best we can complete this work and in recognizing that we should do so in a way that does not consume everyone's time who serve on this committee. There are certainly ways in which to streamline our work so that the committee can focus on outcomes that will best support more students reaching their goal of degree completion. I also feel it remains important that we have the broadest amount of input and experience from the College community involved in this work and its outcomes are meaningful, valuable and ultimately focused on furthering student success. I look forward to our discussion on this matter with the Senate this week.

STATE OF NEW YORK

2103

2017-2018 Regular Sessions

IN SENATE

January 12, 2017

Introduced by Sen. JACOBS -- read twice and ordered printed, and when printed to be committed to the Committee on Higher Education

AN ACT to amend the education law, in relation to recommendations by the Regional State University of New York Community College Councils on regional workforce needs and student employment rates upon graduation

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

- Section 1. Section 6306 of the education law is amended by adding a new subdivision 11 to read as follows:
- 3 11. Regional state university of New York community college councils 4 established pursuant to chapter fifty of the laws of two thousand
- 5 fifteen shall consult with regional businesses and the department of
- 6 labor and make recommendations to the community college boards of trus-
- tees on ways to ensure that degree and certificate programs are tailored
- 8 to regional workforce needs and on how to improve student employment
- 9 rates upon graduation. Where appropriate, regional state university of
- 10 New York community college councils may utilize data collected at the
- career centers established pursuant to chapter fifty-three of the laws
- of two thousand fifteen, as an additional recourse in developing recom-
- 13 mendations to improve student job placement.
- 14 § 2. This act shall take effect immediately.

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

LBD03228-01-7

NEW YORK STATE SENATE INTRODUCER'S MEMORANDUM IN SUPPORT submitted in accordance with Senate Rule VI. Sec 1

BILL NUMBER: S2103

SPONSOR: JACOBS

TITLE OF BILL:

An act to amend the education law, in relation to recommendations by the Regional State University of New York Community College Councils on regional workforce needs and student employment rates upon graduation

PURPOSE OF THE BILL:

To structure, or restructure, certificate or degree programs at community colleges so as to more successfully place graduates of such programs in jobs.

SUMMARY OF PROVISIONS:

Section 1 requires the board of trustees of the community colleges to consult with the regional community college councils to create new degree or certificate programs, or restructure old ones, in order to more successfully place future students with jobs.

In doing so, the councils shall use predictive workforce data and consult with regional businesses and make recommendations to the board

of trustees on how best to (re)structure such degree or certificate programs to meet industry needs.

Section 2 Establishes the effective date.

JUSTIFICATION:

Every year many jobs in New York go unfilled because of the disconnect between community college curricula and industry needs. This bill seeks to bridge that disconnect by aligning the skills taught in certificate or degree programs at community colleges and the needs of industry.

LEGISLATIVE HISTORY:

New bill

FISCAL IMPLICATIONS:

To be determined.

EFFECTIVE DATE:

This act shall take effect immediately.

CONTRACT BETWEEN NORTH COUNTRY COMMUNITY COLLEGE AND

NORTH COUNTY COMMUNITY COLLEGE ASSOCIATION, INC.

MARCH 2017

TERM OF AGREEMENT:

This Agreement made this	day of	, 2017 by and between the
Trustees of North Country Comm	unity College, ac	cting under the authority granted them by
Sec. 6306(7) of the Education Law, l	hereinafter referr	ed to as the "College", whose principal
	·	Lake, New York, 12983 and with additional
		12953 and 11 Hawkeye Trail, Ticonderoga
		College Association, Inc., a not-for-profit
corporation organized and existing u	nder the laws of	the State of New York, hereinafter referred
· · · · · · · · · · · · · · · · · · ·	-	ocated at 23 Santanoni Avenue, Saranac
Lake, New York, 12983. The term of	f this agreement	shall take effect on April 1, 2017 and
terminate on March 31, 2020, at mid	night.	

- A. Procedures for Achieving Resolution When One Party Seeks Termination or Non-Renewal of Agreement: Prior to any termination (or non-renewal) of this agreement, the parties agree that the termination process shall provide the other party with 12 months advance written notice setting forth (1) the intention to initiate the right of termination under the terms of this Agreement, (2) that particular term of this lease under which the initiating party claims a right to terminate, specifying the number and section of the Agreement, (3) the facts and conduct on which the initiating party relies to support any claim of a right to terminate, (4) the conduct or process the initiating party claims will resolve the issues and eliminate the desire and need for any such termination process and (5) the date for the proposed termination.
- B. First Step Toward Resolution: Upon receipt of such notice by the other party, designated representatives of both parties shall (determined by the signatories of this Agreement), within 5 business days thereafter, meet and discuss the stated facts and conduct and shall endeavor, in good faith, to resolve the claimed issues by agreement. In the event of a proposed resolution by agreement by said representatives, the two representatives shall set forth the proposed terms and conditions in writing and shall execute the proposed resolution agreement as the intentions of the two representatives only. Following execution of said proposed resolution agreement, each representative shall present such proposal to their Board within 30 business days following the execution of the proposed resolution agreement by said representatives.
 - a. The respective Board of Trustees/Directors of the parties hereto shall review and decide by majority vote of such Board if the proposed terms and conditions presented by the proposed resolution agreement are acceptable. If acceptable by majority vote of the respective Boards of each party, the terms and conditions shall be memorialized by a written amendment to this Agreement. In such event the notice initiating this termination shall be deemed terminated and will be of no further force and effect.
- C. Secondary Step toward Resolution: In the event the parties are unable to resolve all disputes after full compliance with the above provisions, no later than 60 days prior to the proposed date of termination set forth in the initialing notice as provided by (5) above, both Boards shall meet in a joint meeting at the main office of the College in an effort to finally resolve any disputes. If agreement is reached by a majority vote of each Board, the terms and

conditions agreed to shall be memorialized by a written amendment to become a part of this Agreement. In such event the notice initialing this termination process shall be deemed terminated and will be of no further force and effect.

D. Third Step toward Resolution: If agreement cannot be reached, the parties agree to seek the assistance and counsel of the sponsors of the College in resolving any dispute or issues related to renewing the Agreement, to the end that this Agreement shall remain in force for the term therein provided and for the reasonable anticipated extensions of said Agreement into the foreseeable future. Reasonable anticipated extensions in absence of a resolution will not exceed 365 days of the term therein provided for this Agreement.

WITNESSETH:

WHEREAS, the college requires certain auxiliary services at all Campuses in order to carry out its educational mission and

WHEREAS, The Association has been organized within the meaning of 501 (c) (3) of the Internal Revenue Code and its regulations, for the purpose of establishing, operating, managing and promoting services for the benefit of the college community including faculty, staff and students, in furtherance of the purpose of achieving the overall educational objectives of the College and provide services that are approved by the College.

WHEREAS, the Association bylaws read as follows:

- 1. To supplement, advance, enrich and operate those educational, social, cultural, recreational, welfare, living and financial facilities, activities and services as are now, or as may hereafter be provided for the students, community, alumni, faculty, and staff of North Country Community College in any matter or manner not inconsistent with law, and to engage in activities ancillary to and in furtherance of the education activities of North County Community College.
- 2. To promote wellness and cultivate educational, social, cultural, and recreational relations among students, community, alumni, and faculty of North Country Community College, to engage exclusively in activities of North Country Community College and to aid the students, alumni, faculty and staff of such college by assisting them in every way possible in their study, work, living and extra-curricular activities.
- 3. To receive real and personal property and funds through gifts, devises, or bequests, and to hold, purchase, sell, rent, mortgage, lease and otherwise dispose of real and personal property, subject to the provisions of the law, for all the purposes set forth.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

ARITICLE 1: SERVICES PROVIDED TO THE COLLEGE BY OR THROUGH THE ASSOCIATION include but are not necessarily limited to the following:

A. FEES

- a) The College shall collect the mandatory fees set for students (Student Activity fee and Athletic fee) on all campuses from the students and shall remit said receipts to the Association.
 - i) See Article II for College responsibilities.
 - ii) The Association shall act as the *disbursing agent* for these mandatory fees.
 - iii) As the disbursing agent;
 - 1. A reasonable management fee may be collected by the Association, but for the term of this contract it is agreed NO management fee will be collected.
 - 2. Separate agency accounts may be combined or commingled for efficiency and income improvement.
 - 3. The Association may credit interest earned on the investment of agency funds to the agency accounts, or retain the interest so earned in lieu of a management fee, or charge a management fee and retain the interest.
 - 4. The Association acts as custodial and disbursing agent for programs or projects conducted by students through duly organized and College recognized student clubs, groups or associations.
 - 5. If the President of the Association Board (primary check signatory) is unavailable, the Vice President of the Association Board my sign checks or paperwork in order to disburse funds.

B. FOOD SERVICE

- a) The Association shall be responsible for and have <u>exclusive rights</u> in providing Food Services on all campuses and underwriting losses or receiving profits for said operations.
 - Food Services may consist of operating the kitchens, cooking facilities, dining halls, snack bars, service areas and all other operations related to or connected with the preparation and sale of food, legal beverages and other items which serve the needs and convenience of the College campuses.
 - ii) The Association will maintain <u>pouring rights</u> in regard sale of legal beverages and "revenues" of these pouring rights are designated to specifically support the educational mission of the college.
 - iii) The Association will have <u>first right of refusal</u> for catering service requests on the College campuses.
- b) Maintenance, repair, and replacement* of Food Service equipment shall be the responsibility of the Association.

- i) * See Article II for caveat/College responsibilities.
- ii) The Association will reimburse the College for the portion paid by the College when Capital Funds are matched.
- c) The Association provides the exterior trash containers at the rear of the facility on the Saranac Lake campus.
 - i) Food Service staff will remove trash from the Connector and the kitchen.
 - ii) The College and the Association will split the costs associated with garbage pickup from the Connector area and remove as required all garbage and trash.
- d) If a College food service is being conducted and operated by an outside contractor, the Association shall be the depository for all monies collected on meal plan contracts. The Association will then transfer to the contractor all monies due them under the terms of the Food Service Contract.
 - i) The Association maintains the *first right of refusal* for all contracted catering food services.
- e) The Association will provide the College with copies of all Food Service Contracts, Health permits, and proof of insurance, prior to September 1 of each year as it relates to any and all Food Service Operations.

C. VENDING

- a) The Association shall be responsible for and will have the exclusive rights on all campuses in providing vending services and underwriting losses or receiving profits from said operations.
 - i) Vending Services may include confectionery, candy, food, beverage, amusement, recreation, and other mechanical or electrical service devices.
 - ii) The Association will provide The College with copies of all Vending Contracts prior to September 1 of each year.

D. CAMPUS STORE SERVICES

- a) The Association shall be responsible for and will have the exclusive rights on all campuses in providing Book Store Services and Underwriting losses or receiving profits from said operations.
 - The book store shall make available all items required by the instruction programs of the College and academically related supplies and other articles, items, and sundries as may be required to serve the needs of the college community.
 - ii) The mark up on texts shall be no more than an average of twenty-five percent (25%). The mark up on non-text items shall be no more than an average of fifty percent (50%).

E. RESIDENCE HALLS

a) The Association owns property and has a bond separate from the College for the Residence Halls in Saranac Lake.

- i) Funds collected from student housing will pay for the buildings and upkeep of the residence halls.
- ii) The Association will encumber Residence Hall Director's salary with co-supervision of the role being shared by the Executive Director of The Association and the Dean of Student Life. This co-supervision approach will take effect prior to September 1, 2017.

F. FACILITIES/MAINTENANCE

- a) See Article II for College responsibilities.
- b) The Association shall not be liable or responsible for repairs and improvements unless necessitate due to negligence of the Association, its employees or agents.

G. TECHNOLOGY & HUMAN RESOURCES

a) See Article II for College responsibilities.

H. BUDGET

- a) The Association shall provide the College with an annual budget detailing expected revenues and expenditures at least thirty (30) days prior to the starting date (July 1st) of the Association's fiscal year.
 - i) The Association shall maintain systems of bookkeeping and accounting acceptable to the college and shall permit inspection of said records by the College.
 - ii) The Association shall have available for inspection by any member of the College community the minutes of annual or any regular meetings, annual certified financial statements, and annual budgets and subsequent revisions.
 - iii) The Association should have sufficient level of cash or cash equivalent assets to provide adequate amounts to meet liabilities; to provide reserves to meet inflationary increases in operating expenses; to provide reserves to replace Association owned equipment; and to provide for unexpected emergencies within the purview of the Association.
- b) The Association shall make provisions for an independent audit of its accounts annually by a Certified Public Accountant and shall promptly forward a copy thereof to the College.
- c) Both parties will develop a five-year capital budget, meet annually to review it and schedule agreed upon improvements.

I. COMPLIANCE/LIABILITY

- a) The Association shall comply with all laws, ordinances, regulations, and rules of all Federal, State, and Local Authorities.
- b) This Agreement, and all matters or issues collateral to it, shall be governed by, and construed in accordance with, the law of the State of New York.

- c) The Association shall abide by all policies, procedures, and regulations adopted by the College.
- d) The Association shall protect, indemnify and hold harmless the College and its agents from and against any damage, fine, judgment, expenses or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, order, rule, or regulation or occasioned by any act, neglect, or omission of the Association, its employees and/or agents. The College carries an umbrella insurance policy for the College, the Association and the Foundation. The umbrella policy includes but is not limited to insuring property and equipment assets, normal negligence, fire (damage or loss) to property, loss of earnings, unlimited defense coverage, D&O at approximately \$4,000,000 and carries with it an obligation for employees of all three entities to report incidents as delineated in the umbrella policy to the proper authorities related to managing risk and in responding to potential claims. In no event shall anything contained in this agreement be deemed to impose liability of any nature upon the Association for loss or damage to persons or property, caused by the college, its officers or employees, or by a third party over which the Association exercises no control.
- e) The Association will maintain in force at all times the following insurances: Workers Compensation and New York State Disability Insurance in accordance with the laws regarding said insurance.
- f) The Association voluntarily pledges to maintain the highest levels of environmental sustainability possible in all aspects of its business operations.

ARTICLE II: SERVICES PROVIDED TO THE ASSOCIATION BY OR THROUGH THE COLLEGE include but are not necessarily limited to the following:

A. FEES

- a) The College shall collect the mandatory fees set for students (Student Activity fee, mandatory Athletic fee) on all campuses from the students and shall remit said receipts to the Association.
 - i) The fee the College charges to all athletes is also collected by the College and remitted to the Association. The Athletic fee is set by the Board of Trustees of the College following consultation with the Association.
 - ii) The Student Activity fee rate is set by the student government and approved by the College.
 - iii) The College shall act as the <u>fiscal designee</u> for these mandatory fees. Fiscal designee is defined as the entity designated to authorize appropriate use of funds collected by mandatory fees.

B. FOOD SERVICE

- a) *The College will assume Food Service equipment replacement responsibility if/when the College can successfully receive a state match on capital improvement funds.
- b) The College will provide necessary interior garbage containers to Food Service spaces.
- c) The College and the Association will split the costs associated with garbage pickup from the Connector area and remove as required all garbage and trash.
- d) The College will furnish light, heat, power, hot and cold water and all such utilities as are necessary for the operation of the food services.
- e) The College must provide safe and commercial grade furniture for use in the Connector.
- f) The College agrees when/if a College food service is being conducted and operated by an outside contractor, the Association shall receive *first right of refusal* for all contracted catering food services.

C. VENDING

a) See Article I for Association responsibilities.

D. CAMPUS STORE SERVICES

a) See Article I for Association responsibilities.

E. RESIDENCE HALLS

- a) See Article I for Association responsibilities.
- b) The College will provide Subject to Call compensation as per an MOU with NCCCAP.
- c) The College will supervise/manage all student conduct issues and residential programming.

F. FACILITIES/MAINTENANCE

- a) The College is responsible for providing space and utilities for the conduct and operation of the businesses, functions, and purposes of the Association.
 - i) The specific physical space areas presently occupied by the Association reflect current needs, but shall not prevent the College from designating additional spaces or restricting space designated for the requirements of a particular service as the College may determine. The Association's Board of Directors shall be informed prior to any change made in the space allocation for a particular service.
- b) Annual review of joint equipment (food service or otherwise) is expected.
- c) Any and all equipment purchased by the Association shall be considered the property of the College at the termination of the Association.
- d) The College is responsible for structural repairs that could be deemed a hazard to the area the Association occupies.
- e) The College shall maintain safe egress to the Association occupied space through proper exterior maintenance including snow removal and via a coordinated and agreed upon schedule.
 - i) More specifically, plowing of residence life parking lot and sidewalk to shall be the responsibility of the College, even on snow days or other College closures when residential students are still occupying the halls and food service is open.
- f) The College is responsible for maintaining and upkeep of the physical plant in accordance with the law.
- g) On-Call maintenance will be provided by the College.
- h) A mutually agreed upon Residence Life emergency response plan will be documented to ensure snow day coverage and urgent maintenance needs that impact residential living and food service.
- i) The College shall, to the fullest extent possible, keep the premises that the Association occupies (e.g. bookstore, offices, cafeteria, residence halls, etc.) in good repair, including routine wear and tear, cosmetic repairs/updates, waxing floors, pest control, safety updates, ad ventilation.
 - i) The Association shall not be liable or responsible for such repairs and improvements unless necessitate due to negligence of the Association, its employees or agents.
 - ii) College custodial services at the Residence Halls will include common areas and unoccupied suites/bedrooms.
- j) The College is responsible for making structural changes and/or repairs as required to comply with all laws, ordinances, regulations, and rules of Federal, State, and Local Authorities and to meet standards of ventilation systems, and fire prevention systems in all Food Service and other Association areas.
- k) The College reserved the right to invoice the Association a <u>maintenance fee</u> to subsidize the cost of overall maintenance services to Association spaces and operations including the Residence Halls and Food Service.

G. TECHNOLOGY & HUMAN RESOURCES

- a) The College will provide telecommunications to the Association office.
- b) The College will provide IT support and authorize permissions for Association access and usage of College software management tools as deemed appropriate by the Vice President of Administration.

- c) The IT department will assist the Association with trouble shooting technology issues and will outreach to expertise not available through the College as needed to resolve technology problems.
- d) The College will provide Human Resources support to the Association.

H. BUDGET

a) Both parties will develop a five-year capital budget, meet annually to review it and schedule agreed upon improvements.

I. COMPLIANCE/LIABILITY

a) See Article I for Association responsibilities.

ARTICLE III: MUTAL CONSIDERATIONS

A. OTHER MUTAL CONSIDERATIONS

- a) This Agreement does not prohibit the Association from providing additional services for the accommodation of the College community, nor does it prohibit the College from providing additional services to the Association. However, when these additional services or accommodations are identified, they will be discussed and mutually agreed upon before enacted by either party.
- b) As changes occur, the Association shall provide the College with a copy of any amendments to its Certificate of Incorporation, By-Laws and Constitution.
- c) Upon the dissolution of the Association, the College and the Association will refer to the **dissolution clause** described in the bylaws of the Association.

Dr. Steve Tyrell – President NCCC	Date
Cammy Sheridan – President NCCC Assoc., Inc.	Date
STATE OF NEW YORK) : SS.	
COUNTY OF ESSEX)	
On the day of, 2 before m, to me known, who being by me he resides at	e duly sworn, did depose and say that; that he is corporation described in and which
executed the above instrument; that he knows the sea affixed to said instrument is such corporate seal; that Board of Trustees of said corporation, and that he significant to the search of the searc	t it was so affixed by order of the
affixed to said instrument is such corporate seal; that	t it was so affixed by order of the
affixed to said instrument is such corporate seal; that Board of Trustees of said corporation, and that he significant of NEW YORK (STATE OF NEW YORK) : SS.	t it was so affixed by order of the gned his name thereto by like order.



Board of Trustees

2017-2018 Proposed Meeting Schedule

Friday, September 29th, 2017

Friday, October 27th, 2017

Thursday, November 30th, 2017

Friday, December 22nd, 2017

Friday, January 26th, 2018

Friday, February 23rd, 2018

Friday, March 30th, 2018

Friday, April 27th, 2018

Friday, May 11th, 2018

Thursday, June 28th, 2018

Thursday, July 26th, 2018

Friday, August 31, 2018

Unless otherwise noted, NCCC Board of Trustee meetings will begin at 11:00 a.m. in the Board Room of Hodson Hall on the Saranac Lake Campus. Video conferencing will be available for all meetings from both the Malone and Ticonderoga campus.