The monthly meeting of the Board of Trustees of Jefferson Community College was called to order at 4:06 p.m., on Wednesday, September 1, 2010, in the Board Room (6-220), Jefferson Community College, Watertown, New York, by Board Chair Dan Villa.

**APPROVAL OF MINUTES**
On motion made by Jody LaLone and seconded by Mike Crowley, the minutes of the August 4, 2010 meeting were unanimously approved.
PRIVILEGE OF THE FLOOR
Board Chair Villa offered the privilege of the floor. Jack Donato, Associate Professor, spoke in opposition to the proposed Management and Confidential Employment Policy.

UPDATE FROM THE FOUNDATION LIAISON
Michelle Pfaff reported on the August meeting of the JCC Foundation noting that the Foundation’s assets are currently $4.6 million and the Foundation Board has recently nominated Rob Reddick, Linda Petrie and Tim O’Connor as new members of the Board of Directors.

UPDATE FROM THE STUDENT TRUSTEE
Barbara Roberts provided the Board with a pamphlet outlining upcoming Student Activities.

PRESIDENT’S REPORT
1. President McCoy welcomed back Dan Dupee, now Vice President for Administration and Finance.
2. VP Ed Knapp reviewed the attached academic program highlights and introduced Christy Grimes Topping, Assistant Professor of English who provided the Board with an overview of the Broader Horizons excursion to New Orleans. She noted that eight students attended the course in southern literature which also provides a cultural experience and cross curricular learning.
3. VP Betsy Penrose reviewed the attached enrollment report.
4. President McCoy reported that a meeting has been scheduled for September 13 to kick-off the residence halls planning project.
5. President McCoy reported on a Leadership Retreat held on August 20 which was attended by 38 members of the campus.
6. Dean Jill Pippin provided an overview of the JHEC initiative and noted that the Extended Learning Center is bustling with 41 partner classes and 17 JCC classes plus non-credit offerings.
7. President McCoy noted that the campus has been actively soliciting external funding through grants and is awaiting word on an imaging grant, nursing equipment grant and a campus emergency management (Safety and Security) grant. Also, the campus recently submitted three major grants in one week totaling more than $3 million (two through FIPSIE and one Title III). She offered kudos to Joanne Rhubart, Grants Officer, and VP Betsy Penrose and all other members of the campus community who went the extra mile to get the grant applications out the door.
8. President McCoy advised that a copy of the press release on new faculty is included for your interest.
9. President McCoy provided an update on the energy performance contract with TRANE. The College is ready to move forward with a package that will include boiler and lighting replacements and controls. The project will pay for itself with energy savings and grant support from National Grid and NYSERDA.
APPOINTMENT OF TREASURER AND SECRETARY
On motion made by Steve Haas, seconded by Michelle Pfaff, the Board unanimously appointed Dan Dupee to serve as Treasurer and Karen Carr to serve as Secretary to the Board.

BUDGET AND PLANNING
Michael Crowley, Committee Chair, offered the report of the Budget and Planning Committee. On motion made by Mike Crowley, seconded by Jody LaLone, the Board unanimously approved an amendment to the purchasing policy as follows:

RESOLUTION NO. 176-10: AMENDMENT TO RESOLUTION PURCHASING POLICY

WHEREAS, by resolution No. 132-93 dated July 7, 1993, the Board of Trustees adopted a Purchasing Policy; and

WHEREAS, revisions to the policy were adopted by Resolutions No. 159-07 and 104-09; and

WHEREAS, in keeping with current business practices and updated standards for procurement of materials, equipment and supplies necessary to meet College objectives, it is necessary to update and revise the Purchasing Policy;

NOW, THEREFORE BE IT RESOLVED, that the Jefferson Community College Board of Trustees hereby amends the aforementioned resolutions and adopts the attached revised Purchasing Policy.

On motion made by Mike Crowley, seconded by Michelle Pfaff, the Board unanimously approved an amendment to the fixed asset policy as follows:

RESOLUTION NO. 177-10: AMENDMENT TO RESOLUTION FIXED ASSET POLICY

WHEREAS, by resolution No. 133-93 dated July 7, 1993, the Board of Trustees adopted a Fixed Asset Policy; and

WHEREAS, revisions to the policy were adopted by Resolutions No. 149-96, 104-03, and 158-07; and

WHEREAS, in keeping with current business practices and updated standards for fixed asset inventory, it is necessary to update and revise the Fixed Asset Policy;

NOW, THEREFORE BE IT RESOLVED, that the Jefferson Community College Board of Trustees hereby amends the aforementioned resolutions and adopts the attached revised Fixed Asset Policy.
On motion made by Mike Crowley, seconded by Doris McLallen, the Board unanimously approved
Resolution No. 178-10: Banking Resolution – Key Bank
Resolution No. 179-10: Banking Resolution – Community Bank
as attached, to change signatories on the College’s banking accounts due to personnel turnover.

On motion made by Mike Crowley, seconded by Jody LaLone, the Board unanimously approved an amendment to the 2009-2010 budget as follows:

RESOLUTION NO. 180-10: 2009-2010 BUDGET AMENDMENT
PERKINS YEAR END CLOSEOUT

WHEREAS, the College received funding through the Perkins Grant to fund various initiatives to enhance instruction;

WHEREAS, the fiscal year for the College and the funding agency do not coincide which creates the need for funds to be adjusted to reflect the actual expenditures for July 1, 2009 through June 30, 2010;

NOW, THEREFORE BE IT RESOLVED, that the Jefferson Community College Board of Trustees approves the operating budget amendment:

REDUCE REVENUE:
VATEA – Learning & Success 2511-3011-5410 $ 2,000.03
VATEA – Energy 2512-3011-5410 $18,017.60
Total Revenue Decrease $20,017.63

REDUCE EXPENDITURES:
VATEA – Learning & Success - Comp Equip 2511-3011-7006 $ 3,569.99
VATEA – Learning & Success - Instr Suppies 2511-3011-7108 $ 920.63
VATEA – Learning & Success - Prof Srvc Fees 2511-3011-7241 $ 439.20
VATEA – Learning & Success - Travel 2511-3011-7250 $ .04
Sub-Total $ 4,929.86

VATEA – Energy - Instructional Equip 2512-3011-7005 $18,518.94
VATEA – Energy - Computer Equip 2512-3011-7006 $ .66
VATEA – Energy - Instructional Supplies 2512-3011-7108 $ 100.00
VATEA – Energy - Travel 2512-3011-7250 $ 1,098.00
Sub-Total $19,717.60
Total Expenditure Decrease $24,647.46

INCREASE EXPENDITURES:
VATEA – Learning & Success - Prof P/T 2511-3011-6102 $ 1,929.88
VATEA – Learning & Success - Empl Bens 2511-3011-7221 $ 999.95
Sub-Total $ 2,929.83
On motion made by Mike Crowley, seconded by Jody LaLone, the Board unanimously approved an amendment to the 2009-2010 budget as follows:

RESOLUTION NO. 181-10: 2009-2010 BUDGET AMENDMENT
JCIDA ENERGY PROGRAM GRANT

WHEREAS, the College received notification of funding from the Jefferson County Industrial Development Agency (JCIDA) to assist in the purchase of instructional equipment and for staff training to support the Energy Program;

NOW, THEREFORE BE IT RESOLVED, that the Jefferson Community College Board of Trustees approves the operating budget amendment:

INCREASE REVENUE:
Energy Program Grant – Revenue 2816-3011-5430 $25,000
Total Revenue Increase $25,000

INCREASE EXPENDITURE:
Energy Program Grant – Instr Equip 2816-3011-7005 $20,000
Energy Program Grant – Travel 2816-3011-7250 $ 2,000
Energy Program Grant – Workshops 2816-3011-7253 $ 3,000
Total Expenditure Increase $25,000

On motion made by Mike Crowley, seconded by Michelle Pfaff, the Board unanimously approved an amendment to the 2009-2010 budget as follows:

RESOLUTION NO. 182-10: 2009-2010 BUDGET AMENDMENT
US DOL Community-Based Job Training Grant

WHEREAS, the College has received notification of funding from the United States Department of Labor through the Community-Based Job Training Grant (CBJTG) in the amount of $1,991,950 over three years to build a regional healthcare workforce; and

WHEREAS, the grant also includes funding to provide tuition reimbursement for staff members to obtain the needed training to further the healthcare initiatives and education;

NOW, THEREFORE BE IT RESOLVED, that the Jefferson Community College Board of Trustees approves the following operating budget transfer:
INCREASE REVENUE:
DOL CBJTG – Revenue  3011-2560-5410  $43,500
DOL CBJTG – Revenue  3011-2560-5430  $37,000
Total Revenue Increase  $80,500

INCREASE EXPENDITURE:
DOL CBJTG – Tuition Reimbursement  3011-2560-7254  $25,000
DOL CBJTG – Professional Adjuncts  3011-2560-6103  $ 4,000
DOL CBJTG – Indirect Cost  3011-2560-7231  $14,500
DOL CBJTG – Professional Stipends  3011-2560-6104  $37,000
Total Expenditure Increase  $80,500

On motion made by Mike Crowley, seconded by Jody LaLone, the Board unanimously approved an amendment to the 2009-2010 budget as follows:

RESOLUTION NO. 183-10: 2009/2010 OPERATING BUDGET AMENDMENT WORKFORCE DEVELOPMENT TRAINING GRANT

WHEREAS, the College has received additional funding from the State University of New York to provide advanced training and promote workforce retention for companies in Jefferson and Lewis Counties;

NOW, THEREFORE BE IT RESOLVED, that the Jefferson Community College Board of Trustees hereby approves the following budget amendment:

INCREASE REVENUE:
Workforce Dev. Grant – Misc. Revenue  2701-3011-5430  $ 8,333.33
Workforce Dev. Grant – State Revenue  2701-3011-5420  $25,000.00
Total Revenue  $ 33,333.33

INCREASE EXPENDITURE:
Workforce Dev. Grant – Instructional Supplies  2701-3011-7108  $ 333.44
Workforce Dev. Grant – Operating Supplies  2701-3011-7108  $ 58.20
Workforce Dev. Grant – Workshops/Seminars  2701-3011-7253  $32,831.89
Workforce Dev. Grant – Indirect Expense  2701-3011-7231  $1,950.00
Total Increase Expense  $35,173.53

DECREASE EXPENDITURE:
Workforce Dev. Grant – Employee Benefits  2701-3011-7221  $ 646.60
Workforce Dev. Grant – Professional Services  2701-3011-7241  $1,000.00
Workforce Dev. Grant – Employee Travel  2701-3011-7250  $ 193.60
Total Decrease Expense  $( 1,840.20)

Total Workforce Development Training Grant Increase  $ 33,333.33
On motion made by Mike Crowley, seconded by Michelle Pfaff, the Board unanimously approved the following transfers to the 2009-2010 budget (Resolutions 184-10, 185-10 and 186-10):

RESOLUTION NO. 184-10: 2009-2010 BUDGET TRANSFER
US DOL Community-Based Job Training Grant

WHEREAS, the College has received notification of funding from the United States Department of Labor through the Community-Based Job Training Grant (CBJTG) in the amount of $1,991,950 over three years to build a regional healthcare workforce; and

WHEREAS, the grant also includes funding to extend educational opportunities through partnerships with various higher education institutions to create the Jefferson Community College Higher Education Center;

WHEREAS, it is necessary to transfer funds into the correct expenditure codes to appropriately align the local grants and contracts with leveraged funding;

NOW, THEREFORE BE IT RESOLVED, that the Jefferson Community College Board of Trustees approves the following operating budget amendment:

INCREASE EXPENDITURE:
DOL CBJTG Grant – Prof Stipends 3011-2560-6104 $30,000
Total Expenditure Increase $30,000

DECREASE EXPENDITURE:
DOL CBJTG Grant – Prof F/T 3011-2560-6101 $30,000
Total Expenditure Decrease $30,000

RESOLUTION NO. 185-10: 2009-2010 BUDGET TRANSFER
CENTER FOR COMMUNITY STUDIES
Thousand Island Bridge Authority (TIBA) Commercial Truck Survey

WHEREAS, the College received funding from the Thousand Islands Bridge Authority to conduct a survey of commercial truck drivers using the Thousand Island Bridge Authority bridges across the St. Lawrence river along US Interstate 81, and;

WHEREAS, the survey will collect and analyze data regarding direction and time of travel, truck origination, type of load, cargo and frequency of use.

NOW, THEREFORE BE IT RESOLVED, that the Jefferson Community College Board of Trustees approves the following budget transfer:
### INCREASE EXPENDITURE:

<table>
<thead>
<tr>
<th>Account Description</th>
<th>JV#</th>
<th>Expenditure</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CCS – TIBA Survey – Prof P/T</td>
<td>2803-3011-6102</td>
<td>$ 4,326.30</td>
<td></td>
</tr>
<tr>
<td>CCS – TIBA Survey – Printing</td>
<td>2803-3011-7104</td>
<td>$ 10.00</td>
<td></td>
</tr>
<tr>
<td>CCS – TIBA Survey – Supplies</td>
<td>2803-3011-7109</td>
<td>$ 10.00</td>
<td></td>
</tr>
<tr>
<td>CCS – TIBA Survey – Project Exp</td>
<td>2803-3011-7242</td>
<td>$ 400.00</td>
<td></td>
</tr>
<tr>
<td>CCS – TIBA Survey – Prof Service Fees</td>
<td>2803-3011-7241</td>
<td>$10,800.00</td>
<td></td>
</tr>
<tr>
<td>CCS – TIBA Survey – Empl Bens</td>
<td>2803-3011-7221</td>
<td>$ 908.52</td>
<td></td>
</tr>
<tr>
<td>CCS – TIBA Survey – Indirect</td>
<td>2803-3011-7231</td>
<td>$14,845.18</td>
<td></td>
</tr>
</tbody>
</table>

**Total Increase** $31,300.00

### DECREASE EXPENDITURE:

<table>
<thead>
<tr>
<th>Account Description</th>
<th>JV#</th>
<th>Expenditure</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CCS – TIBA Survey – General Contractual</td>
<td>2803-3011-7229</td>
<td>$31,300.00</td>
<td></td>
</tr>
</tbody>
</table>

**Total Decrease** $31,300.00

### RESOLUTION NO. 186-10: 2009/2010 BUDGET TRANSFER

**Year End Budget Transfers**

WHEREAS, modification of the 2009/2010 JCC Budget is necessary to redistribute funds to the proper accounts.

NOW, THEREFORE BE IT RESOLVED, that the 2009/2010 Jefferson Community College budget is hereby amended thereby complying with generally accepted accounting principles as follows:

<table>
<thead>
<tr>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account</td>
<td>Account</td>
</tr>
<tr>
<td>Expenditure</td>
<td>Expenditure</td>
</tr>
<tr>
<td>Explanation</td>
<td>Amount</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>J#</th>
<th>Account Description</th>
<th>JV#</th>
<th>Expenditure</th>
<th>Amount</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>J8588</td>
<td>Contract Crs-Prof Srvcs F/P</td>
<td>1110-1054-7241</td>
<td>$10,000.00</td>
<td>Year End Adjustments</td>
<td></td>
</tr>
<tr>
<td>J8588</td>
<td>Contract Crs-Workshops/Sems</td>
<td>1110-1054-7253</td>
<td>$8,330.00</td>
<td>Year End Adjustments</td>
<td></td>
</tr>
<tr>
<td>J1120</td>
<td>SBDC-Furniture</td>
<td>3011-2532-7002</td>
<td>$10,000.00</td>
<td>Furniture for SBDC Offices</td>
<td></td>
</tr>
<tr>
<td>J11361</td>
<td>Humanities - Adjuncts</td>
<td>1110-1021-6103</td>
<td>$1,683.00</td>
<td>Year End Adjustments</td>
<td></td>
</tr>
<tr>
<td>J11361</td>
<td>English-Adjuncts</td>
<td>1110-1022-6103</td>
<td>$17,033.00</td>
<td>Year End Adjustments</td>
<td></td>
</tr>
<tr>
<td>J11361</td>
<td>ECS/HUS-Prof F/T</td>
<td>1110-1023-6101</td>
<td>$4,490.00</td>
<td>Year End Adjustments</td>
<td></td>
</tr>
<tr>
<td>J11361</td>
<td>ECS/HUS-Prof F/T</td>
<td>1110-1024-6103</td>
<td>$8,750.00</td>
<td>Year End Adjustments</td>
<td></td>
</tr>
<tr>
<td>J11361</td>
<td>ECS/HUS-Prof Srvcs F/P</td>
<td>1110-1025-6103</td>
<td>$1,683.00</td>
<td>Year End Adjustments</td>
<td></td>
</tr>
<tr>
<td>J11361</td>
<td>Gen Instr Srvcs-Prof Srvcs F/P</td>
<td>1110-1033-6103</td>
<td>$36,808.00</td>
<td>Year End Adjustments</td>
<td></td>
</tr>
<tr>
<td>J11361</td>
<td>Nursing-Adjuncts</td>
<td>1110-1033-6101</td>
<td>$36,808.00</td>
<td>Year End Adjustments</td>
<td></td>
</tr>
<tr>
<td>J11361</td>
<td>Human Resources-Prof F/T</td>
<td>1110-3003-6101</td>
<td>$70,000.00</td>
<td>Year End Adjustments</td>
<td></td>
</tr>
<tr>
<td>J11384</td>
<td>Acct/ Ofc Tech-Prof F/T</td>
<td>1110-1042-6101</td>
<td>$18,375.03</td>
<td>Year End Adjustments</td>
<td></td>
</tr>
<tr>
<td>J11385</td>
<td>Phys Ed-Prof</td>
<td>1110-1034-6103</td>
<td>$11,884.84</td>
<td>Year End Adjustments</td>
<td></td>
</tr>
<tr>
<td>J11385</td>
<td>Phys Ed-Prof F/T</td>
<td>1110-1035-6103</td>
<td>$11,884.84</td>
<td>Year End Adjustments</td>
<td></td>
</tr>
<tr>
<td>J11387</td>
<td>Lab Science-Adjuncts</td>
<td>1110-1036-6103</td>
<td>$12,842.76</td>
<td>Year End Adjustments</td>
<td></td>
</tr>
<tr>
<td>J11387</td>
<td>Comp SciEngineering-Prof F/T</td>
<td>1110-1032-6101</td>
<td>$42,873.40</td>
<td>Year End Adjustments</td>
<td></td>
</tr>
<tr>
<td>J11387</td>
<td>Comp SciEngineering-Prof F/T</td>
<td>1110-1031-6101</td>
<td>$3,082.84</td>
<td>Year End Adjustments</td>
<td></td>
</tr>
<tr>
<td>J11387</td>
<td>Comp SciEngineering-Prof F/T</td>
<td>1110-1024-6101</td>
<td>$12,842.76</td>
<td>Year End Adjustments</td>
<td></td>
</tr>
<tr>
<td>J11388</td>
<td>VP Admin-Prof F/T</td>
<td>1110-1034-6103</td>
<td>$12,567.00</td>
<td>Year End Adjustments</td>
<td></td>
</tr>
<tr>
<td>J11388</td>
<td>VP Admin-Prof F/T</td>
<td>1110-1033-6101</td>
<td>$12,567.00</td>
<td>Year End Adjustments</td>
<td></td>
</tr>
<tr>
<td>J11388</td>
<td>Student Fin Svcs-Civil Svcs F/T</td>
<td>1110-1032-6102</td>
<td>$23,000.00</td>
<td>Year End Adjustments</td>
<td></td>
</tr>
</tbody>
</table>
Committee Chair Mike Crowley reviewed financial statements for the month ending July 31, 2010. On motion made by Michelle Pfaff, seconded by Nate Holloway, the attached financial statements were unanimously approved as submitted. Trustee Crowley noted that with increased revenues from enrollment growth over the past year will help the College weather the $585,000 cut in state aid funding for the current year.

ACADEMIC AND EDUCATIONAL SERVICES
Doris McIallen, Chair of the Academic and Education Services Committee, provided the Committee’s report. Trustee McIallen noted that the Committee had reviewed the College’s Full Opportunity Program (FOP) report and found it to be a comprehensive review of College programming and support services. This year the report concludes with a statement that adequate funding will be required to accommodate increased enrollments and varied student needs in the future. On motion made by Doris McIallen, seconded by Michael Crowley, the Board unanimously approved the Full Opportunity Program report as follows:

RESOLUTION NO. 188-10: APPROVAL OF FULL OPPORTUNITY PROGRAM REPORT

BE IT RESOLVED, that the Board of Trustees of Jefferson Community College does hereby approve the attached Full Opportunity Program Annual Report for 2009-2010.

Following review and on motion made by Doris McIallen, seconded by Michelle Pfaff, the Board unanimously approved the following curriculum advisory committee for the Nursing program:

RESOLUTION NO. 189-10: APPOINTMENT OF ADVISORY COMMITTEE NURSING

BE IT RESOLVED, that the Jefferson Community College Board of Trustees hereby appoints the following Curriculum Advisory Committee for Nursing for a period of three years, to August 2013:

NURSING PROGRAM ADVISORY COMMITTEE

Diana Woodhouse
VP of Patient Care Services
Samaritan Medical Center
830 Washington Street
Watertown, NY 13601

*David Wood
Director of Nursing
Lewis Co. General Hospital
7785 N. State Street
Lowville, NY 13367

Ginger Hall
Patient Care Services
Jefferson Co. Public Health Nursing Service
531 Meade Street
Watertown, NY 13601

Erika Flint
Fort Drum Regional Health Planning Organization
120 Washington St., Suite 302
Watertown, NY 13601
OTHER BUSINESS
President McCoy presented contracts for ratification. On motion made by Michelle Pfaff, seconded by Jody LaLone, the Board unanimously approved the following resolution:
RESOLUTION NO. 173-10: RATIFICATION OF CONTRACTS
Prometric
North Country Public Radio
Empire State College

WHEREAS, pursuant to Jefferson Community College Board of Trustees Resolution No. 128-89, the College President approved the following contractual agreements, copies of which are attached hereto:

   Prometric
   (agreement for testing services)

   North Country Public Radio
   (underwriting contract)

   Empire State College
   (Jefferson Higher Education Center agreement)

NOW, THEREFORE, BE IT RESOLVED, that the Jefferson Community College Board of Trustees does hereby recognize and ratify the aforementioned agreements.

EXECUTIVE SESSION/ADJOURNMENT
On motion made by Michelle Pfaff, seconded by Jody LaLone, the Board adjourned to Executive Session at 5:22 p.m. pursuant to Article 7 of the Public Officers Law, section 105(f).

RECONVENTION
The Board reconvened in open session at 6:00 p.m.

PERSONNEL COMMITTEE
Michelle Pfaff presented the report of the Personnel Committee. On motion made by Michelle Pfaff, seconded by Michael Crowley, the Board unanimously approved a management and confidential employment policy as follows:

RESOLUTION NO. 174-10: APPROVAL OF MANAGEMENT AND CONFIDENTIAL EMPLOYMENT POLICY

BE IT RESOLVED, that the Jefferson Community College Board of Trustees does hereby approve the attached employment policy for management and confidential employees.
On motion made by Michelle Pfaff, seconded by Nate Holloway, the Board unanimously approved the following management and confidential salary schedule for 2010-2011:

**RESOLUTION NO. 175-10: 2010-2011 M/C SALARY SCHEDULE**

**BE IT RESOLVED,** that the Jefferson Community College Board of Trustees does hereby approve the following salaries for management and confidential employees:

<table>
<thead>
<tr>
<th>Name</th>
<th>Grade</th>
<th>Title</th>
<th>2010-2011 Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ed Knapp</td>
<td>9</td>
<td>VP Academic Affairs</td>
<td>$102,357.92</td>
</tr>
<tr>
<td>Betsy Penrose</td>
<td>9</td>
<td>VP Students</td>
<td>$96,909.04</td>
</tr>
<tr>
<td>Craig Johnson</td>
<td>9</td>
<td>VP Community Engagement</td>
<td>$94,322.25</td>
</tr>
<tr>
<td>Dan Dupee</td>
<td>9</td>
<td>VP Administration and Finance</td>
<td>$94,000.00</td>
</tr>
<tr>
<td>Marvin Blachman</td>
<td>7</td>
<td>Dean Liberal Arts</td>
<td>$76,332.26</td>
</tr>
<tr>
<td>Jill Pippin</td>
<td>7</td>
<td>Dean Continuing Education</td>
<td>$73,306.94</td>
</tr>
<tr>
<td>Linda Dittrich</td>
<td>7</td>
<td>Dean Math Science</td>
<td>$80,588.23</td>
</tr>
<tr>
<td>Jeri Fairman</td>
<td>7</td>
<td>Dean Curriculum &amp; Instruction</td>
<td>$76,312.50</td>
</tr>
<tr>
<td>Vicki Quigley</td>
<td>7</td>
<td>Dean Business</td>
<td>$73,217.77</td>
</tr>
<tr>
<td>Gail Miller</td>
<td>5</td>
<td>Ex Dir College Outreach</td>
<td>$82,970.49</td>
</tr>
<tr>
<td>Lucia Bliss</td>
<td>3</td>
<td>College Development Officer</td>
<td>$55,620.00</td>
</tr>
<tr>
<td>Eric Constance</td>
<td>3</td>
<td>Director SBDC</td>
<td>$66,492.69</td>
</tr>
<tr>
<td>Karen Freeman</td>
<td>3</td>
<td>Marketing PR Officer</td>
<td>$57,899.87</td>
</tr>
<tr>
<td>Wes Hissong</td>
<td>3</td>
<td>Dir Campus Safety / Security</td>
<td>$54,505.68</td>
</tr>
<tr>
<td>Karen Carr</td>
<td>3</td>
<td>Assistant to the President</td>
<td>$77,983.13</td>
</tr>
<tr>
<td>Kerry Young</td>
<td>3</td>
<td>Director Administrative Operations and Purchasing</td>
<td>$65,273.03</td>
</tr>
<tr>
<td>Karen Webb</td>
<td>1</td>
<td>Personnel Specialist</td>
<td>$50,371.60</td>
</tr>
</tbody>
</table>
SCHEDULE OF MEETINGS
Executive Committee - Tuesday, October 12, 2010 at 7:30 a.m.
Facilities Committee – Thursday, September 30, 2010 at 7:30 a.m.
Budget and Planning – Wednesday, October 6, 2010 at 3:00 p.m.
Academic and Educational Services – October 6, 2010, TBA
Full Board Meeting – Wednesday, October 6, 2010 at 4:00 p.m.

ADJOURNMENT
On motion made by Michelle Pfaff, seconded by Barbara Roberts, the Board adjourned at 6:08 p.m.

Respectfully submitted,

____________________________________
Karen A. Carr
Secretary to the Board
Policy: The Purchasing Department shall procure materials, equipment, and supplies, as required, at the best possible prices that are of the quality necessary to meet the College’s objectives. The purchasing procedures shall be in accordance with General Municipal Law, Section 103 and Section 104-b.

Authority: The following individuals are responsible for purchasing at Jefferson Community College:

Kerry Young, Director of Administrative Operations & Purchasing
Tina Bartlett-Bearup, Senior Account Clerk
Daniel Dupee, Vice President for Administration & Finance, Treasurer

Guidelines:

1. The purchasing process at Jefferson Community College is a joint effort among the using department, Purchasing Department, and the vendor. The final authority to conduct and conclude negotiations concerning prices and conditions of sale is the Purchasing Department.

2. The Purchasing Department shall provide faculty and staff members with necessary supplies, equipment, and services needed to perform college services.

3. The Purchasing Department will perform its activities in a timely and organized manner that provides the proper documentation and accountability of college expenditures.

4. Supplies used by College departments shall be uniform whenever consistent with operational needs and in the interest of efficiency and economy.

5. Purchases shall be made through New York State Contract, Office of General Services, Division of Purchasing, whenever such purchases are in the best interest of the College.

6. The Purchasing Department shall issue purchase orders after first determining that unencumbered balances of budgetary appropriations are adequate to cover such obligations.

7. Opportunity shall be provided to all responsible suppliers to do business with the College. To this end, the Purchasing Department shall develop and maintain lists of potential supplies and equipment. Such lists shall be used in the development of a mailing list for distribution of specifications and invitations to bid, and solicitation of quotations. Any supplier may be included on the list upon request.

8. The Purchasing Department shall be responsible for all required public advertising for competitive bidding; shall be responsible for all bid solicitations and openings, shall secure and document the recommendations from the appropriate parties for awarding bid contracts and shall award contracts with the annual appropriations authorized.

9. When soliciting bids, a statement of general conditions shall be included with all specifications submitted to suppliers. The general conditions shall be incorporated in all contracts awarded for the purchase of materials, equipment, and supplies.

10. The decision that a purchase is not subject to competitive bidding will be documented in writing by the Purchasing Department. This documentation may include written or verbal quotes from vendors, a memo
indicating how the decision was arrived at, a copy of the contract or purchase order, a memo from the purchasing agent detailing the circumstances which led to an emergency purchase, or any other written documentation that is appropriate.

11. Contractual agreements of the leasing and/or lease/purchase of equipment shall be awarded by the Director of Administrative Operations & Purchasing in conformance with bidding requirements, solicitation of quotations contracted herein, or use of the New York State Contract, whichever is applicable, within the appropriations authorized by the Board of Trustees.

12. Employees shall not be interested financially in any contract entered into by the College. All employees shall comply with the provisions of the College’s Code of Ethics.

13. There are certain expenditures for which the processing of a Purchase Order is not necessary. They are:
   a. Contracts for professional services
   b. Employee expenses
   c. Reimbursement of petty cash funds
   d. Utility bills
   e. Subscriptions
   f. Legal notices and advertising
   g. Service contracts
   h. Postage
   i. Medical examinations
   j. Intergovernmental charges
   k. Perishable or consumable supplies

Procedures:

1. Purchase requisitions should be submitted to the Purchasing Department electronically.

2. Within the guidelines set forth above, the Purchasing Department will process the purchase requisition and issue a purchase order to the appropriate vendor. A receiving copy shall be forward to the requestor.

3. Upon receipt of requested goods, the requestor will notify the Purchasing Department, approve the receiving copy and forward it to the Accounts Payable Office. When applicable, those items meeting thresholds established for fixed assets will be tagged and added to the Fixed Assets report.

The following guidelines should be used to determine the appropriate requisition information required.

### Amount Guidelines:

<table>
<thead>
<tr>
<th>Order Amounts</th>
<th>Action Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $250</td>
<td>List preferred vendor only.</td>
</tr>
<tr>
<td>Less than $750</td>
<td>List preferred vendor <strong>AND</strong> obtain one additional verbal or written quote.</td>
</tr>
<tr>
<td>Less than $1,500</td>
<td>List preferred vendor <strong>AND</strong> obtain two additional verbal or written quotes.</td>
</tr>
<tr>
<td>Less than $20,000</td>
<td>List preferred vendor <strong>AND</strong> obtain two additional written quotes.</td>
</tr>
<tr>
<td>Larger than $20,000</td>
<td>A bid is <strong>REQUIRED</strong>.</td>
</tr>
</tbody>
</table>

*** State Contract purchases PRECLUDES the need to obtain verbal or written quotes.***
IMPORTANT NOTE: According to State law, the aggregate purchase of like items is subject to competitive bidding requirements. For example, if two departments have a separate $10,000 order for like items, the College must seek competitive bids.

Glossary of Terms:

**State Contract** – A contract between the State of New York and a particular vendor to supply a particular good or service to qualified agencies. The use of a state contract precludes the need to obtain further quotes or bids and is unlimited in terms of the purchase amount.

**Quote** – A written or verbal statement from a vendor concerning the price of a particular good or service along with conditions of sale. Quotes are usually based upon predetermined specifications of the item.

**Bid Advertisement** – An advertised invitation for written proposals by vendors for the procurement of goods or services.

**Bid** – A document that is used by the College for vendors to submit written information for the procurement of goods or services. Bid documents are required for the aggregate purchase of like items exceeding $20,000 for commodities and $35,000 for Public Works. Any bid or quote involving trades must be compliant with prevailing wages as per New York State law.
Policy and Procedures
Jefferson Community College Board of Trustees

Section: Fixed Asset Control  Issued: 1993
Subsection: Policy and Control  Revised: 09/2010  Page: 1

Policy: All fixed assets of significant value shall be recorded on a fixed asset inventory. The inventory shall be maintained by the Purchasing Department, which shall be responsible for the property control. College Vice Presidents or their designee(s) shall be responsible for accountability relative to their department’s assets. The Purchasing Department shall periodically conduct a physical inventory and internal policy compliance audit.

Guidelines:

1. Fixed assets are assets of long-term character which are intended to continue to be held or used, such as buildings, equipment, machinery and furniture.

2. The three minimum standards for inclusion of a capitalized item on the fixed asset inventory must all be met as follows:
   A. An individual item must have a value of at least $5,000.
   B. The item must have a useful life of one year or more.
   C. The item must have physical characteristics which are not depleted by use.

3. Non-depreciable assets may be entered in the fixed asset inventory at the discretion of the Purchasing Department.

4. Vice Presidents are designated as departmental fixed asset custodians with the provision that they may appoint someone to represent them.

5. Periodically, the Purchasing Department shall conduct a physical inventory of each department. This need not be done every year for each department, but should be done in some departments each year. A physical inventory shall be performed for all departments on a five year cycle.

6. In addition to the fixed assets inventory control records, the Instructional Technology Department maintains a comprehensive inventory of all technology related items. This listing is solely maintained by the Instructional Technology Department. Instructional Technology conducts a separate physical inventory of technology related items annually.

7. The fixed asset inventory control records shall be maintained utilizing an automated management information system. A perpetual control record shall be maintained by Purchasing, which shall provide each Vice President periodic departmental reports of departmental fixed assets.

8. Annually, the Director of Financial Operations in coordination with the Purchasing Department, shall prepare a statement of general fixed assets and supplementary schedules for use in preparing annual financial statements and various insurance programs.
Procedures:

1. All items which meet the minimum standards for inclusion in the fixed asset inventory shall be entered on the department’s inventory record by Purchasing upon receipt of the item.

2. The Purchasing Department shall establish a standard identification numbering system. Each item entered on the fixed asset inventory shall be assigned a unique identification number to be determined by Purchasing.

3. Upon receipt of the ordered item, the department will notify Purchasing. The Purchasing Department shall affix onto the item the identification number that corresponds with the inventory record.

4. The Purchasing Department shall periodically select a department for the purpose of conducting a physical audit of the Division’s fixed assets inventory, to verify the accuracy of the inventory of assets. The findings of the physical inventory audit shall be reported to the appropriate Vice President of their designee(s) and the Vice President of Administration and Finance, Treasurer.

5. Annually, the Comptroller shall provide the Vice President of Administration and Finance, Treasurer a statement of general fixed assets.

6. When a Department plans to transfer or dispose of a fixed asset, prior to initiating any transaction, a fixed asset transmittal shall be prepared and submitted to the Director of Administrative Operations & Purchasing. The final disposition shall be recorded on the fixed asset inventory by Purchasing.

7. The Purchasing Department will effect the physical transfer or disposition of fixed assets with the assistance of facilities staff.

8. The Director of Administrative Operations & Purchasing is authorized to dispose of obsolete, surplus, and/or scrap materials and fixed assets. This can be accomplished by the acceptance of competitive sealed bids, public auction, or through an authorized recycling company. The assets may also be used as trade-in if so determined by the Purchasing Department.
FULL OPPORTUNITY PROGRAM REPORT

ANNUAL REPORT 2009-2010

Jefferson Community College
1220 Coffeen Street
Watertown, NY
13601-1897
INTRODUCTION
Jefferson Community College continues its efforts to fulfill all criteria stated in the regulations of the Full Opportunity Program. It should be noted that fulfilling these regulations becomes more of a challenge given significant enrollment increases coupled with significant decreases in state funding. Full-time enrollment at the fall 2009 census was 2042 (compared to 1791 in fall 2008) with part-time enrollment at 1335 (compared to 1272 in fall 2008). At the spring 2010 census date, full-time enrollment was 1868 (compared to 1658 in spring 2009), and the part-time figure stood at 1440 (compared to 1328 in spring 2009).

ACCESS TO ALL APPLICANTS
In 2009-2010, the College had 24 associate degree programs and 7 certificate programs. (The General Studies certificate was deactivated on 4/19/10.) Of these, 11 were AA/AS programs, and 13 were AAS programs. (The Networking Technology AAS program was discontinued on 4/20/10.) In addition, the College continued to offer two jointly registered programs with SUNY Potsdam, one in Business Administration and the other leading to the BA in Early Childhood Education (Birth-Grade 2) and Childhood Education (Grades 1-6). Jefferson’s newest program is the Accounting AS Degree which was registered in August 2009. The College continued to expand its course offerings through weekend programming, workforce development partnerships (credit and non-credit), and expanded online coursework via the SUNY Learning Network.

Of the 2009 high school graduates from Jefferson County who were continuing their education, 42.83% enrolled at Jefferson Community College in the fall of 2009. The College continued to develop partnerships and expand its transfer agreements with upper division colleges and universities. In June 2010, Jefferson officially opened the Jefferson Higher Education Center which will house upper division educational partners, allowing them to offer baccalaureate study in the Watertown area. Jefferson also continued to implement the work plan included in the $1.9 million Department of Labor grant awarded in January of 2009. This will bring healthcare education programs in Respiratory Therapy, Medical Technology, and Nursing to the area. A partnership with Monroe Community College to offer its Dental Hygiene AAS degree in Jefferson County graduated six students in May 2010. A third Dental Hygiene cohort is scheduled to begin in the fall of 2010.

Procedures for basic skills assessment include all matriculated full- and part-time students. Part-time students go through the same admissions and registration procedures as full-time students. Connectivity with the Fort Drum site allows for on-site registration and placement testing as well as access to the main campus’s library holdings. Advisors have access to the electronic graduate audit system in the Banner student information system which allows them up-to-date analysis of a student’s progress toward a degree or certificate.

The College offers two levels of remedial/developmental writing, two levels of reading, and two levels of mathematics to help prepare students for college-level work. Over the past three years, additional remedial coursework has been developed in writing, reading, and mathematics to better serve the needs of academically disadvantaged students.
In the fall of 2001, the campus began to implement Title III and TRIO grant activities which significantly enhanced the instruction and support for developmental students, as well as expanded the College’s online course and degree offerings. The TRIO grant was recently renewed effective fall 2010.

**CAREER GOALS**
Personnel in the Enrollment Management and Student Life Division work closely with individuals desiring help in career planning. On-going career development workshops were again offered this past year for Jefferson students as well as regularly scheduled workshops on topics such as resume writing, interview skills, and career assessment. Transfer counseling and information on transfer programs are also available in the Advisement/Counseling Center and through academic advisors. As of December 2009, 48.0% of the class of 2009 graduates in transfer programs (AA/AS) and 28.4% of the graduates in career programs (AAS) were continuing their education; 2.7% of transfer graduates and 19.1% of career graduates were working in their field of study; 0.97% of transfer program graduates and 0.7% of career program graduates were in military service.

**INSTRUCTIONAL SUPPORT SYSTEMS**
The College continues to build students’ skills through the Success in College course; remedial/developmental courses in reading, writing, study skills, and mathematics; and the services provided by the Scanlon Student Learning and Success Center such as professional tutoring, peer tutoring, and services for students with physical and/or learning disabilities. A range of services and accommodations are available to students with a disability depending on the student’s needs and documentation. The types of accommodations range from obtaining extended time or having a separate location for testing to having a reader, scribe or note taker, and/or books on tape while taking a course.

Students have electronic access to the Jefferson Banner Student Information System with online registration and student records options. The Perkins grant was used to fund an advisor for students in career programs for the 2009-2010 Academic Year. Perkins funding is allocated to support this advising position through the 2010-2011 Academic Year.

**INDIVIDUALIZATION OF INSTRUCTION**
The Learning and Success Center provides individualized instruction from professional tutorial staff to a peer tutor program. Via their office hours and out-of-class conferences, faculty members provide one-to-one supplemental instruction and tutorial support for students. Initiatives funded under the TRIO grant also support individualized instruction for academically disadvantaged students.

**CONTINUITY OF COUNSELING**
Under the sponsorship of the Admissions Office, area high school students, along with their guidance counselors, are invited to attend many on-campus events and admissions recruitment programs. The Admissions Office also sponsors a Shadow Program that allows potential students the opportunity to visit campus and attend classes accompanied by a Jefferson student. Student ambassadors are also available to provide prospective students and their families with a tour of
campus and answer any questions. The College continues to host meetings with faculty and counselors from area high schools and technical centers. College faculty also visit area high schools to give presentations at career days and to discuss the value of higher education at Jefferson.

ADEQUACY OF FACULTY
Faculty and administration are encouraged to be current in their field. The College sponsors seminars and workshops during the semester, and formal staff orientations are conducted for full- and part-time faculty at the beginning of each semester. Workshops on teaching and learning, student learning outcomes assessment, and adult learners were part of this year’s training. The College contract also provides each faculty and professional staff member with monetary support for professional development. The College also provides state-of-the-art technology and facilities for faculty to meet and develop new instructional materials.

The Affirmative Action//Diversity Office has developed an affirmative action plan to establish goals to increase diversity of campus personnel. This office has also been instrumental in mediating sensitive situations involving cultural diversity between faculty and students.

Due to mid-year state aid funding cuts (2009-2010) and cuts in state aid or 2010-2011, the College was not able to replace some faculty vacancies and has not filled two new faculty positions to accommodate significant enrollment increases.

ECONOMY MEASURES
The College continues to provide students access to state-of-the-art instructional facilities and methodologies. Student internet access is available campus-wide through the wireless network. Two interactive video classrooms are available, and grant funding has allowed for a third classroom with this capability to be available beginning in the fall of 2010. Virtually all campus classrooms are now equipped with smart technology.

The College continues to ensure that its daily academic schedule provides time for student participation in co-curricular activities including student government, clubs, and curriculum-based programming. Time has been allocated in the middle of the instruction day on Mondays-Thursdays to accommodate these types of activities, in addition to faculty meetings.

In January 2010, the College offered its 15th winter session during the time frame between semesters. Through DOL grant funding, the College offered a weekend format for nursing courses beginning in January 2010. Online credit courses were added to the college schedule in 2000, and approximately 27% of all students attending Jefferson enroll in at least one online course. Six degree programs are available completely online.

Hybrid courses were first offered in the fall of 2007, and four-week online courses were added to winter and summer sessions in 2007-2008. It should be noted that the College has had significant enrollment increases in the winter and summer sessions.
ADAPTATIONS OF ADMISSIONS PROCEDURES  
The Admissions Office conducts an extremely effective and welcoming application process. Through the use of Banner, a new student information system, this office is able to process applications in an efficient manner. Admissions has also focused on the needs of adult learners in our community and regularly uses comprehensive telecounseling and direct mail to reach out to these individuals. Recruitment activities include an increased use of emails, the website, and other marketing venues. International students are processed through Admissions and directed to appropriate ESL offerings as needed.

Jefferson’s membership in the Servicemember’s Opportunity College Associate Degree network (SOCAD) minimizes many of the traditional difficulties in admissions and transfer that are faced by active-duty service personnel at Fort Drum.

CONCLUSION
In summary, Jefferson believes it continues to demonstrate that it incorporates a full opportunity program and that it adequately fulfills those criteria established in section 601.6 of the Code.

Adequate funding will be required for the College to accommodate increased enrollments and varied student needs in the future.
MANAGEMENT and CONFIDENTIAL EMPLOYEES
EMPLOYMENT POLICY

DATE: September 1, 2010
Resolution No.

AMENDS: Res 122-06, March 2006;
Res. 113-85, August 1985; Res. 116-85, Sept.
Res.130-86, Sept. 1986;
Article XI March 11, 1987

I Positions Covered:
This Employment Policy shall cover all management and confidential employees of Jefferson Community College.

II Professional Obligations:
Persons serving at Jefferson Community College in management or confidential positions not covered by the Faculty Association Contract are employees at will and perform specific managerial or confidential responsibilities rather than working a specified number of hours.

III Appointments:
All appointments of management and confidential employees are for the College fiscal year, or portion thereof, and may be renewed annually. The fiscal year begins on September 1 and ends the following August 31.

IV Benefits:
A. Vacation: 
Vacation Leave credits will be earned proportionally throughout the work year. Persons serving in management or confidential classification shall be eligible to accrue credit for vacation leave at the rate of twenty-one (21) days of vacation for one to ten (10) years of employment, twenty-three (23) days of vacation after ten (10) full years of employment, twenty-five (25) days of vacation after fifteen (15) full years of employment, and thirty (30) days of vacation after twenty (20) full years of employment. Accumulation of vacation leave shall not exceed fifty (50) days. In the event of death, retirement, resignation, or other separation from service, persons in management and confidential positions shall be compensated for such accumulated and unused vacation leave credits not to exceed a maximum of forty (40) days, such payment to be computed on the basis of the basic annual salary otherwise payable.

B. Holidays:
In addition to vacation, employees shall receive 12 paid holidays (schedule as approved by the Board of Trustees).

C. Sick Leave:
Employees who are unable to perform their duties due to illness or accident shall be granted sick leave at regular compensation to the limit of their sick leave accruals up to a maximum of one hundred eighty (180) days for a single disability.

In no event shall an employee’s sick leave accruals exceed the following:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Duration of Employee Work Year</td>
<td>Administrative Year</td>
</tr>
<tr>
<td>Sick Days Accrued Annually</td>
<td>23</td>
</tr>
<tr>
<td>Maximum Accrued Sick Days</td>
<td>180</td>
</tr>
</tbody>
</table>

Sick Leave credits will be earned proportionally throughout the work year in accordance with the table set forth herein. Credits standing to employee accounts will be retained. The maximum number of sick leave days available for a period of disability will be governed by the classification of appointment held by the employee at the time the disability commences. Disability compensation will start on the first (1st) of the month after total disability has continued for six consecutive months.

After an employee has exhausted all sick leave accruals or received benefits from the Disability Insurance Plan, the employee’s salary shall be suspended should the absence continue. The College shall have no further obligation to such employee after two administrative years following the administrative year in which the disability began.

A physician’s certificate may be required for any absence due to illness or injury and an examination may be required in instances of extended disability. In addition to personal illness of the employee, absence due to serious illness or death in the employee’s immediate family may be charged against sick leave accruals to a maximum of fifteen (15) days per year. For the purpose of this section, immediate family shall include, in addition to the employee’s spouse and their children, the brothers, sisters, parents, and grandparents of both, and any other that the President may approve.

D. **Retirement/Retirement Incentive:**
Coverage by the New York State Teachers’ Retirement System, the Teachers’ Insurance and Annuity Association of America or the New York State Employees’ Retirement System, which are presently in full force and effect, shall be continued.

Employees that are age 55 and older and who have at least ten (10) years full-time service with the College shall be eligible for a retirement incentive equal to 50% of final salary. The employee must submit a written notice of intent to the President to exercise this option within 180 days of reaching said eligibility. The employee’s retirement will thereafter be effective one hundred and eighty (180) days subsequent to the employee’s written notice of intent being received by the President. This retirement incentive is a one-time option which is only available to those employees who reach the age of 55 and have ten (10) or more years of service and those employees who upon reaching ten (10) years of service have passed their 55th birth date. The failure of an employee to submit a written notice of intent to the President within one hundred and eighty (190) days of reaching eligibility for this retirement incentive shall...
constitute a waiver by the employee to exercise this option and render such employee forever ineligible thereafter for this retirement incentive. Further should an employee submit such written notice of intent and later rescind such notice, such rescission shall also constitute a waiver by the employee to exercise this option and render such employee forever ineligible thereafter for this retirement incentive and unless such employee resubmits to the President a written notice of intent within one hundred and eighty (180) days of reaching eligibility for this retirement incentive.

In special cases the President may postpone the effective date of an employee's retirement under this provision for up to one (1) year.

E. **Insurance:**

1. **Health Insurance:**
   
   a. Employees shall have a choice of either the option provided in the Faculty Association Contract or Educational Support Professionals Association Contract. Effective January 1, 2006, the Employer and Employee will share in the cost of all increases above the September 1, 1997 plan levels. The amount of contributions shall be consistent with the Faculty & ESP Contracts.

   b. The employer will provide the I.R.S. Section 125 plan that will encompass employee contributions for health insurance, non-reimbursed medical expenses, and dependent care in conformance with I.R.S. regulations. Employees shall hold the Employer safe and harmless in the event of changes in the regulations.

   c. Upon retirement, after completion of 10 years of full-time service, Health Insurance premiums will continue to be paid by the College for management and confidential employees at no cost if hired by January 1, 2006. Employees hired after January 1, 2006 and before September 1, 2010 will continue to pay a monthly amount, rounded to the nearest dollar, equal to the premiums paid through payroll at the time of their retirement. Employees hired on or after September 1, 2010 shall be eligible to continue health insurance coverage in retirement but only so long as they pay the share of monthly premium or premium equivalent cost set forth in the Faculty Association Contract or Educational Support Professionals Association Contract in effect at the time of retirement. It is understood that such employee shall be bound by all of the health insurance in retirement terms contained in the contract chosen by him or her for health insurance coverage purposes, including, but not limited to, employee’s share of costs, changes in share of costs based on years of service, and changes to same based on dates of hire occurring after September 1, 2010.

2. **Disability Insurance:**

   The College shall provide a disability insurance plan to all management and confidential employees and shall pay 100% of the premium cost. This plan provides benefits which begin on the first month following six consecutive months of total disability and continue during such disability until age 65 or until death occurs. For a disability
beginning after age 60, benefits will be payable for five years (5) or to age 70, whichever is earlier. The monthly income benefit, which includes any income benefits payable by Social Security and Worker’s Compensation, shall be equal to 60% of monthly salary to a maximum benefit of $2,500.00.

(3) **Life Insurance:**
The College shall provide $25,000 of term life insurance for each management and confidential employee and shall pay 100% of the premium cost.

F. **Professional Benefits:**
An amount as determined by the Board of Trustees through the annual budget process shall be appropriated for authorized travel, approved tuition cost, other approved expenses for continuing education, and expenses connected with attending professional meetings and conferences.

G. **Leaves of Absence other than Study Leave:**
(1) **Child Care Leave:**
The President may grant leave without salary for a period up to one year to employees, regardless of sex, upon the birth of a child or adoption of a preschool age child. If both parents are employees, they may not have concurrent leaves, but may split the leave into two separate blocks of leave with each entitled to one continuous period of leave. The total may not exceed one year nor extend more than one year beyond the date of delivery or placement of an adoptive child.

(2) **Other Leaves:**
The President may grant a leave of absence for a period not to exceed one (1) year for unusual circumstances. The provisions for salary, if any, and the dates for approval will vary with the individual case.

(3) **Application:**
Application for such leaves shall be submitted to the President as far in advance as possible.

Vacation leave and sick leave credits are not accrued during a leave without salary.

Employees on a leave of absence without salary may continue to participate in group insurance plans at their own expense.

H. **Study Leaves:**
Leaves with full or partial salary may be granted following Board of Trustee approval. Such leaves shall be for the specific purpose of improving the administrative performance of the management or confidential employee.
Employees on study leave of absence with or without salary will receive all increases in salary and benefits to which they normally would be entitled, providing they satisfactorily achieve the objectives for which the leave was granted.

The College will continue to provide office space for members on leave on a “space-available” basis. These provisions shall not apply beyond twelve (12) months unless extended by the Board of Trustees.

I. **Tuition Waivers:**
Employees of the College may enroll in courses offered by the College without charge within the limits of the funds provided for this purpose in the College budget. They may also audit credit courses on a space-available basis without charge, but no transcript record will result from such audits. The College will provide a tuition waiver, on a space available basis, for spouses, and children who meet the IRS definition of dependent. The College Administration shall have sole discretion to determine policies and procedures for space available enrollment for employees, spouses, and dependents. Employees, spouses, and dependents shall not be included in the determination of overload.

J. **Longevity Increments:**
A longevity benefit of five percent (5%) of the minimum for the attained salary range will be given to management and confidential employees after ten (10), fifteen (15), twenty (20), and twenty (25) years of full-time continuous service. Such payment shall begin in the payroll period immediately following the anniversary date.

V **Travel:**
Whenever an employee is required to use his/her personally owned automobile in the conduct of College business, he/she shall be reimbursed at the rate in cent per mile which is permitted by the I.R.S. as a tax deduction.

VI **Absence:**
The supervisor must be notified when an employee will be absent.

VII **Absence Reports:**
To allow for sick leave and vacation time recording, management and confidential employees are required to report to the Human Resources Office at the end of each month the number of sick and vacation days taken during that period.

VIII **Grievance Procedures:**
An employee must initiate a grievance with their direct supervisor. If the employee and supervisor cannot resolve the grievance it shall be brought to the President. If the employee and the President are unable to settle a difference that has arisen, the staff member may bring the matter to the attention of the Personnel Committee of the Board of Trustees. The problem should be stated in writing with a copy to the President. After a thorough review and discussion of the problem, including presentations by the parties involved, when necessary, the Personnel Committee of the Board of Trustees shall resolve.
Trustees will recommend to the full Board of Trustees in Executive Session resolution of the issue. The decision of the majority of the Board shall be final and binding on all parties concerned.

IX **Termination of Service:**
Management and confidential employees are exempt from the provisions of New York State Civil Service Law commonly referred to as the "Taylor Law" and serve at the pleasure of the President. Such employees may be terminated at will by the President, as follows:

A. Financial Exigency  
   90 days prior notice

B. Deficient Performance  
   30 days prior notice

C. Misconduct  
   Immediate Termination

D. Other  
   180 days prior notice

An employee's written notice of resignation shall be provided as soon as possible but not less than 30 days prior to the effective date of resignation.

X **Salary Review Procedure:**
The annual budget request submitted by the Trustees shall include a single line item entitled “Management Salaries” which shall include the entire amount of funding requested by the Trustees to compensate the management and confidential employees of the College for the ensuing College Fiscal Year along with the salary range schedule. The Trustees of the College shall establish salaries of College management and confidential employees based upon an annual review and recommendation of the President, provided the total does not exceed the “Management Salaries” line and range schedule.

XI **Tenure Rights:**
A person, with continuing appointment, who is appointed to a management or confidential position, shall, for a period of three years, have the right to return to his/her tenured position. At the expiration of the three-year period, this right to return is forfeited.

XII **Classroom Instruction Beyond Duties Assigned:**
Jefferson Community College recognizes that it is in the interest of the College, its faculty and students to provide the opportunity for members of the management and confidential staff to assume appropriate classroom teaching assignments. A request for a teaching assignment by a management or confidential employee, that are above required teaching duties, requires the recommendation of the appropriate subject matter Dean & Vice President for Academic Affairs and approval of the President of the College. Under the terms of this policy, a teaching assignment may not exceed one course in any one term of instruction, may not interfere with the responsibilities of the employee and the teaching must take place outside of the normal working day of the employee. Compensation for any approved teaching assignment will be based on the overload compensation schedule established by the College. Individuals teaching in excess of normal duties shall be required to submit an alternative schedule for approval.
XIII **Affirmative Action:**
Jefferson County is an equal opportunity Employer and there shall be no discrimination against any employee because of race, creed, color, sex, or national origin.

XIV **Reservation of Rights:**
The Board of Trustees reserves the right to make changes to the Management and Confidential Employees Employment Policy, with or without notice, at any time.
Underwriting Contract Specifics

<table>
<thead>
<tr>
<th>Name of Underwriter</th>
<th>Jefferson Community College</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>9/1/10</td>
</tr>
<tr>
<td>Contract End Date</td>
<td>8/31/11</td>
</tr>
<tr>
<td>Cash Grant</td>
<td>$2,200</td>
</tr>
</tbody>
</table>

Billing Information: Net 30 Days (interest charged on overdue balance at a rate of 1% per month)

<table>
<thead>
<tr>
<th>Billing Method</th>
<th>In full</th>
</tr>
</thead>
<tbody>
<tr>
<td>Credit card type</td>
<td>Visa/MasterCard/Discover/American Express</td>
</tr>
<tr>
<td>Credit card number</td>
<td>Expiration date</td>
</tr>
</tbody>
</table>

Business Credit Language

Jefferson Community College. Dedicated to advancing the quality of life of North Country students and community through education, services and community partnerships. On the web at sunyjefferson.edu.

Program Information

Tuesday – All Things Considered – 5:29:00 p.m.
Wednesday - Regional News – 8:15:00 a.m.

Underwriter Information

<table>
<thead>
<tr>
<th>Address</th>
<th>1220 Coffeen Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone (business)</td>
<td>315-786-2234</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:kfreeman@sunyjefferson.edu">kfreeman@sunyjefferson.edu</a></td>
</tr>
<tr>
<td>Contact</td>
<td>Carole A. McCoy, President</td>
</tr>
<tr>
<td></td>
<td>Karen J. Freeman, Marketing &amp; Public Relations Officer</td>
</tr>
<tr>
<td>Signature</td>
<td>Carol A. McCoy</td>
</tr>
</tbody>
</table>

North Country Public Radio Information

<table>
<thead>
<tr>
<th>Station Contact</th>
<th>Sandra P. Demarest, Underwriting Director</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>S. Demarest</td>
</tr>
</tbody>
</table>

Date 8/2/10
LETTER OF AGREEMENT

June 16, 2010
Identification Code: 9180

Ms. Jill Rupp
Jefferson Community College
1226 Coffeen Street
Watertown, NY 13601

Dear Ms. Rupp:

Prometric permits accredited institutions under agreement to administer dsst™ ("DSST") Tests as part of its program administering tests for college credentials. This Letter of Agreement ("LOA" or "Agreement") establishes the terms and conditions between Prometric Inc., a Delaware Corporation and ("Jefferson Community College") ("Operator") (individually a Party, together the Parties) for the administration of DSSTs via internet-based delivery ("iBT") and paper and pencil delivery at a testing facility provided by the Operator.

The effective date of this Agreement is the date it is signed by the Operator. Prometric and Operator agree as follows:

1.0 TERMS. The terms below are used throughout the Agreement and shall have the following meanings:

Candidates are individuals who register for and take Prometric's DSSTs.

Item means a single question or problem that may appear on a Test. Item Bank means a pool or group of Test Items from which a specific number are combined to comprise a Test.

Test means a DSST administered exercise, authorized by Prometric and designed to examine a Candidate's progress or test qualifications or knowledge.

Test Center or Testing Facility means a facility provided by Operator that is convenient for access by Candidates (including those who are disabled) and suitable for secure testing purposes, as specified by Prometric in the Manual and approved by Prometric. The Operator and Testing Facility are to conform, at a minimum, to the standards set forth in the "Americans with Disabilities Act of 1991", where applicable. The Testing Facility is located at the address above.

Test Center Administrator ("TCA") or Proctor means the staff responsible for administering the Test including Candidate check-in, the running of the test administration software, providing Candidate problem reports, communicating with the help desk, supporting the initiation of the lockdown browser shell and the close of lockdown browser shell activities, and other activities.

Testing Room. A room in the Test Center or Testing Facility convenient for access by Candidates and suitable for administering the type of Tests described herein.

2.0 OPERATOR'S RESPONSIBILITIES.
Operator agrees that it will provide at Operator's sole expense all of the following:

2.1 iBT Delivery.

2.1.1 Software Security. Operator agrees to maintain and utilize Prometric's required software security mechanisms, which will be used to maintain the security of all proprietary and confidential information, Tests and Test Items. Operator agrees to accept and implement within thirty (30) days of notification all changes to security procedures that Prometric deems necessary.

2.1.2 Physical Security. The Testing Room within which testing is conducted must meet the following standards:

- Operator agrees to install physical security measures that Prometric deems appropriate to ensure that security breaches do not occur;
- Must be an enclosed room, not allowing through traffic;
• Workstations must be placed such that a Candidate cannot view another Candidate’s computer screen, or the Operator must install privacy panels and/or partitions; and
• Testing Room shall not have drawers or cabinets accessible by Candidates inside the Testing Room. Additionally, the following security procedures must be followed:
  • Operator agrees to ensure the confidentiality of the Tests’ contents and that security breaches (e.g., coaching, any form of copying, attempt to access Item Banks for other than for testing, etc.) do not occur;
  • Operator agrees to provide secure storage of Candidate’s belongings, which cannot be brought into the Testing Room(s) (e.g. purses, briefcases, cell phones, pagers, Palm Pilots, Personal Digital Assistants, etc.);
  • Operator agrees to maintain and institute any new security procedures as instructed by Prometric. Within thirty (30) days for existing Testing Facilities. New Testing Facilities must have these procedures in place before operation; and
  • Operator agrees to notify Prometric of any breach of security, any attempted cheating, any flaw in the physical or software security systems or any other security breach that it is or becomes aware of. Such notice shall be given to Prometric via telephone call directly to Prometric at 866-794-3497 immediately upon discovery, and confirmed in writing the next business day after such breach is discovered.

2.1.3 Technical Requirements. Operator will meet all technical requirements as described in the DSST Test Administration Guide.

2.1.4 Site Readiness Process. Operator agrees to comply with the Site Readiness Process as described in the DSST Test Administration Guide.

2.1.5 Lockdown Browser. Operator agrees to comply with the Lockdown Browser instructions and the Lockdown Browser closure instructions as described in the DSST Test Administration Guide. Operator agrees to ensure that all Lockdown Browser steps are completed prior to launching a Test, and Operator will ensure that the Lockdown Browser is closed following the completion of each Test.

2.1.6 Test Launch. Credit card information must be entered at the workstation in order for the Test to launch via IBT delivery. The credit card will be charged a $80.00 Test fee.

2.2 Paper and Pencil Delivery.

2.2.1 Rental of the Tests will include standard scoring services for a fee of $80 test. Payment for the Tests must be submitted with the answer sheets following each administration in the form of a U.S. Money Order, Certified Check (made payable to “Prometric”), or by Credit Card (Visa, Master Card, or American Express). Credit cards are processed at Prometric. Personal checks are not an acceptable form of payment; however a check from the College is satisfactory. An official institutional check is, however, an acceptable alternative. Prometric will retain a file of scores and will provide additional transcript services to students at a standard transcript fee. (Arrangements can also be made to establish a corporate credit card account number on file with Prometric, to which Test fees would be applied upon receipt of used test materials.)

2.2.2 Test Security. Operator must maintain Test security at all times. During the time that Tests are in the custody of Operator, they are to be kept in secure, locked storage accessible only to authorized personnel at your institution. Test books must not be shipped to another campus for administration. You or your designated on-campus administrator should administer DSST Tests that are sent to you.

2.2.3 Operator assumes responsibility for administering the Tests in accordance with procedures outlined in this Agreement and the DSST Test Administration Guide. Used and unused Test materials with answer sheets must be returned to Prometric immediately following the test administration, or no longer than 45 days after you received them in a secure and traceable method, such as UPS, Federal Express, DHL, or Airborne Express. Registered, Certified and First Class Mail are NOT considered secure or traceable. Do not use U.S. Mail.

2.3 Overall Operator Responsibilities.

2.3.1 Candidate Registration. Candidates will register for Tests directly with the Operator.

2.3.2 Data Privacy. Operator agrees that it will only use Candidate names or Candidate-related personal information obtained through the registration or testing process solely for the purpose of fulfilling its obligations under this LOA. Operator will not use Candidate names or Candidate-related personal information obtained under this LOA in any mailing or marketing-related activities, or provide or sell such names or personal information to any third party or use Candidate names or information for any other purpose without Prometric’s prior written approval. Additionally, Operator agrees to abide by the terms and conditions of the Prometric Data Privacy Policy, as it is communicated and updated from time to time.
2.3.3 TCAs/Proctors. Operator will provide staff and train them as TCAs/Proctors to administer the Tests. TCA/Proctor requirements include:

2.3.3.1. Must be 18 years of age or older.
2.3.3.2. Must be full- or part-time permanent staff employed at the Testing Facility by the Operator.
2.3.3.3. Must complete training for Test administration activities prior to administering the Test.
2.3.3.4. Must not provide access to a Test or administer a Test to any family member or member of household.
2.3.3.5. Must not sit for or take a DSST Test while employed as a TCA/Proctor, and must not take a DSST Test for twelve (12) months after Prometric has been notified that the TCA/Proctor's employment has ended.
2.3.3.6. Must not assist Candidates by disclosing Test questions, including, but not limited to the following methods: copying, photographing, screen view printing, digital transfer, transfer by handwritten use, audio or video recording, any electronic means or technology, or relay by word of mouth.
2.3.3.7. Must not administer Tests to any Candidate who does not follow standard Prometric operating procedures as outlined in the DSST Test Administration Guide.

2.3.4 Test Access. Operator will ensure that Tests are accessed and used only for the specific purpose of administering the Test(s) to Candidates in the Testing Facility.

2.3.5 Test Administration. Operator will assume responsibility for administering the Tests in accordance with proper procedures outlined in this LOA and the DSST Test Administration Guide.

2.3.6 Contact Information Changes. Prometric must be notified in writing using the DSST Contact Update Form whenever there is a change in contact information, including mailing address and/or telephone number changes, and the addition or deletion of a TCA/Proctor.

2.3.7 Testing Facility Visits/ Audits. Operator will permit Testing Facility visits and will permit the Testing Facility to be audited for the purpose of determining causes of irregularities in operational procedures, TCA/Proctor performance, Testing Facility performance, and security requirements. Under- or non-performing TCAs and Proctors may be required to receive additional training at Prometric's request and Prometric reserves the right to require replacement of an under- or non-performing TCA or Proctor.

3.0 PROMETRIC'S RESPONSIBILITIES.

Prometric will provide the following services:

3.1 Administration Guide. Prometric will provide an administration guide, the DSST Test Administration Guide for TCAs and Proctors who will administer DSSTs at Operator’s Testing Facility.

3.2 Manage TCA/Proctor IBT Access. Prometric will manage TCA/Proctor access to the iBT system by facilitating the username and password process for the TCAs/Proctors at the Testing Facility.

3.3 Access to Test. Prometric shall grant Operator access to the Tests to use only for the specific purpose of administering the Test(s) to Candidates in the Testing Facility.

3.4 Technical Assistance. Prometric will provide technical assistance to the Testing Facility and TCAs/Proctors during Test administrations as outlined in the DSST Test Administration Guide.

3.5 Lockdown Browser. Prometric will provide Lockdown Browser instructions to Operator to access the DSSTs via the Internet and to close a testing event following completion of testing.

4.0 TERM AND TERMINATION. The Term of this LOA shall be one (1) year from the Effective Date. The LOA shall automatically renew for one-year periods each year on the anniversary of the Effective Date. Either Party may terminate the LOA for convenience by providing thirty (30) days prior written notice to the other Party. Prometric may terminate this LOA upon notice to Operator at any time for Operator's breach of any of its obligations set forth herein.

5.0 TEST ADMINISTRATION FEES. Test Centers may charge Candidates an additional fee for the cost of administration in accordance with test center policy. This fee is separate from the DSST Test fee and is determined by and paid directly to the Test Center by the Candidate.

6.0 OWNERSHIP. Operator acknowledges and agrees that Prometric holds all proprietary and ownership rights, including, but not limited to, copyright, trade secret and patent in the Prometric Systems, all Test forms, individual Test items, the manuals, forms and materials, and any other software, manuals, documentation, secure test administration or operational procedures which were previously developed or will be developed by Prometric and which will be provided to the Operator to perform its responsibilities under this LOA.

7.0 GENERAL.
7.1 Confidentiality. Operator shall keep confidential all confidential information provided to it pursuant to this LOA. Operator shall hold Prometric owned materials, all Tests delivered on behalf of Prometric, testing exhibits, business information, manuals, reference guides, and the pricing and terms of this LOA in confidence and shall not use, disclose, copy or publish any such information without the prior written approval of Prometric, except where required by law or order of governmental authority. Operator shall safeguard such information to the same extent it safeguards its like information but in no event utilizing less than a reasonable degree of care.

7.2 Warranties and Indemnity. Each Party represents and warrants that it has the right to enter into this LOA and to perform its obligations hereunder and the performance of its obligations will not violate the rights of any third party. Each Party indemnifies the other against any claims, suits or demands of any third party from the indemnifying Party's breach of its warranties or obligations under this LOA.

7.3 Relationship of the Parties. Nothing in this LOA is intended to create an employee or agent relationship. Neither Prometric nor the Operator shall have the power or authority to pledge or bind the other in any manner for any purpose to any third party.

7.4 Insurance. During the term of this LOA, Operator will maintain a Commercial Liability Insurance policy. Such policy will provide for a combined limit of US$1,000,000.00 for each occurrence. If the Test Center is a State-owned college or university, the Operator shall provide such coverage as allowed by law for the state where Test Center resides. Upon request, Operator shall produce adequate proof and assurance of such coverage to Prometric during the term of the LOA.

7.5 Non-Discrimination. In carrying out its obligations under this LOA, Operator agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, disability, national origin, ancestry, or veteran status.

7.6 Entire Agreement. This LOA is the entire agreement between the Parties for iBT and/or paper and pencil delivery of the DSSTs and supersedes all prior representations and agreements, either oral or written. The Parties may modify or amend this LOA only in writing and must be approved by Prometric.
8.0 CREDIT AWARD STATUS FOR DSSTS.

Check one:

X The Operator agrees to award credit on the basis of acceptable DSST scores. Acceptable scores may be determined as recommended by the American Council on Education, or the Operator may determine its own standards of acceptable scores.

_____ The Operator agrees to administer the DSSTs and does not award credit.

Should this LOA be signed in English and a local language, in the event of any conflict or inconsistency between the English and local language version of the LOA, the English version shall control.

By signing this Agreement, the Operator agrees to follow the requirements as set forth herein and in written procedures and operations manuals provided by Prometric. A fully executed copy of this Agreement must be returned for this Agreement to be valid.

Sincerely,

[Signature]

Anthony Scicchitano
General Counsel

ACCEPTED AND AGREED TO:

By: [Signature]

Carole A. McCoy
Department/Division Head Signature

Title: President

By: [Signature]

Tanya Hoistion
Test Administrator Signature

Title: Learning Skills Specialist

E-mail Address: thoistion@sunyjefferson.edu

Institution: Jefferson Community College

Address: 1220 Coffeen Street, Watertown, NY 13601

Date: 8-23-10

www.sunyjefferson.edu

Your School's Web Site Address

This information will enable students to link directly to your Homepage from our On-Line DSST Directory of Colleges

Middle States Association

Name of Accrediting Agency
JEFFERSON COMMUNITY COLLEGE
PARTNERS IN EDUCATION (PIE)
JEFFERSON HIGHER EDUCATION CENTER (JHEC)

The Jefferson Community College Higher Education Initiative provides a comprehensive academic pathway and expanded educational opportunities in Jefferson/Lewis Counties. The partnerships between Jefferson Community College (JCC) and four-year colleges and universities will provide increased access to bachelors, masters and professional certification programs. The beneficiary of the partnership will be the students and citizens of Jefferson/Lewis Counties through expanded education offerings that will benefit workforce and economic development.

Jefferson Community College will serve as the fiscal agent and partnership coordinator. As the partnership coordinator, JCC will work toward ensuring the success of the partnership, and in collaboration with the Jefferson Community College Board of Trustees, provide opportunities for four-year partner institutions to expand education offerings in Jefferson/Lewis Counties.

MISSION STATEMENT:

The higher education partnership provides increased access to bachelors, masters degrees and professional certifications for residents in the Jefferson Community College service area. The partners are committed to providing a broad range of offerings that meet the educational needs of students through collaborative and innovative partnerships and program offerings.

PRIMARY PURPOSE:

The primary purpose of the partnership is to provide access to high-need associates, bachelors, masters degrees and professional certifications for Jefferson/Lewis county residents through collaborative agreements with accredited four-year colleges and universities. The partnership provides equal opportunity to institutions that are physically located in the Higher Education Center and/or providing classes on an interim basis on the JCC campus. All partners, regardless of physical location, will work toward providing the shared benefits of the agreement.

PIE ADVISORY BOARD:

A. The Center shall have a PIE Advisory Board, consisting of the Dean of Continuing Education and Dean for Curriculum and Instruction at Jefferson Community College or his/her designee, one representative from each partner institution, and nine citizen members to be appointed by the Jefferson Community College Board of Trustees, representing the North Country education community and area business and industry.

B. Duties of the PIE Advisory Board shall include:
   1. Recommend agreements to the President of Jefferson Community College with institutions of higher education in the State of New York to provide baccalaureate and graduate level instructional programs at the Center
   2. Recommend policy to guide administration, financing, and coordination of the Center and programs;
   3. Evaluate local needs and communicate their assessment to member institutions;
   4. Evaluate the operation of the Center, including the contributions of member institutions;
   5. Recommend approval of membership of additional institutions in the Center;
   6. Determine standards for retaining institutional membership in the Center and approve continued membership:
7. Establish the necessary committees for the PIE Advisory Board to discharge its functions and appropriately delegate responsibility to such committees;
8. Act on those recommendations brought forward from the PIE Advisory Board committees; and

**JHEC OPERATIONS TEAM:**

To create a framework for shared communications and decision-making and to ensure the success of the partnership, the partners have agreed to participate on the PIE Advisory Board. The PIE Advisory Board establishes strategic priorities, program implementation, and site/building policies and procedures. Reporting to the PIE Advisory Board, the JHEC Operations Team discusses and manages the day-to-day activities of the partnership including academic program implementation, student support, marketing, and other administrative issues.

Membership on the JHEC Operations Team will be identified by each institution. The JCC Dean for Continuing Education will chair the JHEC Operations Team. The chair will determine each meeting schedule. Standing subcommittees of the JHEC Operations Team may include marketing, academic programs, and student support.

Partners may identify a team representative to the marketing and student support subcommittees. The marketing subcommittee will address outreach and promotional strategies for the JCC Partners in Education. The student support subcommittee will address student support service activities related to the JCC Partners in Education initiative.

The JHEC Operations Team will establish and implement the evaluation process to include key indicators for student success and appropriate monitoring of such factors such as enrollment, retention rates, student satisfaction, matriculation with partners, and graduate surveys.

**PROGRAM SELECTION:**

The PIE Advisory Board will evaluate new program requests by reviewing the partner selection criteria and the public demand and/or emerging needs defined by the PIE Advisory Board or the partner institution. The PIE Advisory Board will identify that appropriate resources are available to implement the program. To avoid duplication of program planning and assessment activities, partners should consult the PIE Advisory Board prior to conducting individual assessment of regional need for the proposed program. The PIE Advisory Board will forward requests to the JCC President for review and approval.

1. New program request selection criteria:
   a. Demonstrate interest from the general community and/or of current students of the partner institutions through an institutional research analysis or a needs study.
   b. Offer programs which match and build on degrees/programs offered by JCC.
   c. Offer degrees which do not conflict with existing partners.
   d. Maintain a flexible approach to selecting future programs based on continued research.
   e. When possible, partner institutions are encouraged to offer courses for other degree programs that other partners/students can benefit.
2. Partners will indicate their interest to deliver new programs in writing to the Chair of the PIE Advisory Board.
3. In special cases in which a program may not meet the PIE criteria:

7/19/2010
a. Requests for exceptions must be submitted to the PIE Advisory Board for review.
b. The PIE Advisory Board will forward the request to the JCC President for approval or denial.

When submitting request for new program, institutions should:
1. Offer degrees which match and build on degrees/programs offered by JCC.
   a. Offer degrees proven to lead to employment as determined by graduate data reports.
   b. Offer degrees which do not conflict with existing university partnerships.

Colleges and universities will indicate their interest to deliver new programs through the partnership via a letter to the JCC Dean for Continuing Education. Representatives can discuss the program submission prior to forwarding a request by asking to meet with the Dean for Continuing Education to determine feasibility.

To be eligible for review, program proposals must indicate that requirements for completing degree programs and specifically identified programs will be through the partnership, and according to the basic premises of the initiative agreement. There may be special cases in which it is not possible to offer all program requirements at JCC sites. The JCC Dean for Continuing Education, in collaboration with the JCC Dean for Curriculum and Instruction, may approve such exceptions when it is not feasible to complete all program requirements at the JCC site or through online classes. In the event that a partner cannot fulfill a programming need, the Dean for Continuing Education may engage other institutions to provide appropriate programming. Partner will inform students prior to registration in cases when known. If a partner must discontinue a program prematurely, it must assist enrolled students to complete their educational goals at other sites, and provide student support services. (Assistance is defined as either transitioning the student to the home campus to complete the program or to work with a partner institution so that the student may transfer to a like program.)

The following guidelines are suggested as parameters for use in proposal presentations:

1. **Quality of delivery** - Delivery of programs at JCC sites requires partner commitment to quality in the form of faculty support and involvement, student advising and support services and long-range curricular planning. Approval of new degree programs at JCC sites will be based in large measure on the effectiveness with which partners convey commitment to quality programming, support services, and the basic premises of the Memorandum of Understanding.

2. **Evidence of need** - The growing population of Jefferson/Lewis counties is sufficient to support a number of degree programs. However, it is unlikely that the population can support two or more institutions offering the same or nearly the same program at the same JCC site. When two or more institutions propose to deliver the same program at the same time, the PIE Advisory Board may suggest relocating one of the programs or may approve only one of the programs. In some cases within a larger program area or discipline, the number of programs offered will be determined by the JCC Vice President for Academic Affairs on a case-by-case basis.

3. Proposed programs, which appear to be similar programmatically as existing instruction, will be considered if delivered in a different mode or structure to serve a unique population of students.

4. **Articulation with JCC programs** - Priority will go to proposed new undergraduate degree programs which best articulate with JCC's associate degree programs. Institutions providing upper division baccalaureate degrees at JCC must collaborate with JCC's Instructional Research student tracking processes. Priority will be given to institutions that provide "3+1" or bridge course opportunities with JCC.

5. **Collaboration with other initiative programs** - Proposed degree programs which complement existing programs—either by allowing for course sharing between programs or by filling unmet programmatic or curricular needs are encouraged. Facilitation of such collaboration requires
open communication within and between institutions with issues such as registration, academic 
advising, financial aid, student records, grades, and accreditation prior to proposal submission.

6. Economic development: The economic development of a region is related to the proportion of 
residents with advanced educational degrees. Credit programs that expand the pool of qualified 
candidates to support regional economic development plans are encouraged.

Timeframe for submission

Submit proposals for establishing new degree programs by February 1st of each year.

Changes to existing programs

Partner institution will notify the Dean for Continuing Education immediately whenever there are changes 
to curricula or other completion requirements regarding existing programs at JCC sites.

AGREEMENT ON PROGRAM OPERATIONS

Empire State College will designate a representative to serve on the JHEC Operations Team marketing 
subcommittee, as well as representatives to serve on other related committees as needed. The PIE 
Advisory Board will advise the JCC Dean for Continuing Education and help foster cooperation and joint 
efforts between and among the partners. The Dean for Continuing Education will call JHEC Operation 
Team meetings as needed.

An important premise of the initiative program is non duplication of JCC and partner institution courses. 
It is understood that partner institutions will not duplicate JCC lower division offerings. Current written 
articulation agreements will be used to determine whether course duplication exists. The partner 
institution agrees to accept a minimum of 60 units as specified through the articulation agreement.

a. Empire State College will assign appropriate staff to all JCC sites where program is provided. 
Partners must maintain representation of student services staff on a regular advertised basis. No 
joint-employer relationship between JCC and Empire State College is implied by this agreement.

b. Empire State College agrees to work closely with the JCC Financial Services/Student Records 
Office to provide appropriate services to students at selected sites.

c. JCC shall provide computer classrooms or laptops on a space available basis and consistent with 
JCC’s operating needs. Requests for computer classrooms must be made to the Dean for 
Continuing Education.

d. Fall semester must be made by June 1st, Winter session must be made by September 1st, Spring 
semester must be made by October 1st. Requests for Summer session must be made by April 1st.

e. Empire State College will provide the Dean for Continuing Education with class schedules for 
publication in the JCC schedule of classes and/or in a joint document including schedules of each 
institution. JCC will coordinate development of other joint publications.

f. Empire State College will provide detailed enrollment information each term to the Dean for 
Continuing Education in a timely manner for security and technology purposes.

g. The list shall contain name, birth date, email address, unique student identification number, and 
instructor name. Any changes to these course lists shall be provided to the Dean for Continuing 
Education on an ongoing basis. A naming convention for ID creations shall be created and 
provided to Empire State College.

h. The JHEC Operations Team will coordinate with the marketing team, JCC Dean for Continuing 
Education, and JCC Public Relations and Marketing, to facilitate joint program information, 
communication and public relations activities among the institutions and pursue joint efforts in 
marketing and recruiting. Costs will be shared by JCC and the partner as each activity dictates.

7/19/2010
Partners will:

- Ensure inclusion of the partnership marketing initiative into their general institutional outreach and enrollment marketing plan.
- Use a prospective student tracking and follow-up system that monitors the prospective student from initial inquiry to application to a partner.
- Support marketing and outreach communications systems between partners and JCC advisors, JCC student services, high school counselors, and regional employers and encourage student support and recruitment into all programs.

i. Empire State College, along with JCC, may establish student activities, events, and cultural activities with the Dean for Continuing Education coordinating times, locations and costs. Participation will be open to all JCC and initiative students when possible. Each institution reserves the right to determine its level of participation of sponsorship.

j. Other operational considerations outlined in Appendix (B), shall be considered standard procedure and subject to revision as needed to enhance program success.

k. Each partner agrees to cooperate in an annual student survey conducted by the Initiative to monitor programs, success and need.

l. Each partner will cooperate with JCC personnel in any reasonable and legitimate request to facilitate a smooth and functionally successful operation.

m. Students will follow the JCC Student Code of Conduct.

Should operational problems of any nature occur between Empire State College and any other institution at JCC sites, JCC guidelines for operation will prevail. Direct any appeal to the Dean for Continuing Education.

PROVISIONS

WORKING RELATIONSHIPS:

The following provisions are provided as a partner in the initiative, regardless of physical location in the Jefferson Higher Education Center. All costs associated with the Jefferson Higher Education partnership are identified in Appendix (C):

1. One institutional membership on the Jefferson Higher Education Center Advisory Committee
   a. The PIE Advisory Board shall consist of a representative from JCC, including the Dean for Curriculum and Instruction, one representative from each higher education partner, and members of the community.
   b. The purpose of the PIE Advisory Board will be to identify, recommend and advise on programs to be offered.
2. Access to shared reception services
3. Access to copying services
   a. JCC shall provide duplicating services for Empire State College faculty, when needed. Copyright laws shall be followed at all times.

7/19/2010
4. Access to conference/meeting space  
   a. Rooms needed for activities related to course offerings, e.g. recruiting, faculty meetings, faculty/student conferences, will be provided on a space available basis and consistent with JHEC’s operating needs.  
   b. Space provided on a first come/first served basis.  
5. Access to videoconferencing  
   a. Rooms requested for videoconferencing will be accommodated on a space available basis. Requests for videoconferencing must be coordinated with the Dean for Continuing Education. An additional videoconferencing charge plus technology support will apply.  
6. Access to shared marketing and promotion  
   a. Ensure success of the Initiative by communicating its value and benefits with identified target markets, particularly prospective students.  
   b. Participate in short-term strategies to disseminate information about the Initiative and long-term marketing plans that provide ongoing recruitment, promotion, and retention efforts  
   c. JCC will provide the following:  
      i. A link on its website to appropriate sections/pages on Empire State College’s website.  
      ii. A full page in its Fall, Spring and Summer Schedule Bulletin (or similar piece) in which Empire State College can promote its educational programs and services.  
      iii. Additional shared marketing opportunities shall be based on a cost-share basis for items such as print, radio, TV, mailing.  
      v. Inclusion in the Jefferson Insider (or similar piece).  
   d. Additional marketing and promotion materials may incur additional costs.  
7. Institutional representatives will provide to Jefferson Community College, enrollment figures required for reporting purposes.  
8. Empire State College agrees that programs offered will be non-duplicative in respect to other higher education partners that have agreed to the terms of the Jefferson Higher Education Initiative Agreement.  
9. Individual mailing - Bulk mailing (200 pieces of same mailing) charges will be the responsibility of the partner.  
10. Access to the JCC fitness center per center’s participant agreement.  
11. Opportunity to participate in a “2+2” transfer scholarship program.  
12. Access to expanded library service hours and reference librarian.  
13. Access to the JCC Child Care Center.  
15. SUNY Card issued to students and the ability to load Cannon Cash.  
16. Textbooks available through the JCC Bookstore.  
17. Student access to open computer labs.  
18. Food service in the facility.  

**FACILITY USE:**  

Facility use by Empire State College. JCC shall provide up to 1 general/smarts classroom or conference room (excludes computer classrooms) and 5 offices.  

1. JCC will provide dedicated office space for exclusive use by Empire State College-JCC Program Coordinators including telephone, internet connections and computers.  
2. First priority access to dedicated classroom space. JCC reserves the right for room use if the room is not in use.
3. In case of class cancellation, space reverts back to JCC. Rooms may be rescheduled based on availability.

4. JCC shall have the right to enter upon the premises at reasonable hours to inspect the same, provided JCC shall not thereby unreasonably interfere with Empire State College business on the premises.

5. Empire State College will comply with the rules of the Building adopted and altered by JCC from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by JCC to Empire State College in writing.

6. JCC will provide Empire State College the Campus Emergency Response plan and will notify Empire State College of any changes made to the plan.

7. Facility use provisions include:
   a. Utilities
   b. Snow removal
   c. Parking
   d. Internet
   e. Phone
   f. Security
   g. Common reception area maintenance
   h. Interior build out/accessories/fixtures
   i. Facilities support – i.e. housekeeping, maintenance
   j. Computers

**PROGRAMS AND INSTRUCTION:**

1. Programs to be offered by Empire State College:
   a. With the signing of this agreement, Empire State College is authorized to continue to deliver individualized degree programs in the College’s Areas of Study, as well to continue to deliver the existing Pathways Program in Early Childhood Studies, without additional approvals.
   b. See Appendix (A).

2. The Empire State College coordinator will accomplish all administrative requirements relating to the programs; cooperate with JHEC in program promotion and publicity; and make arrangements to provide all textbooks and instructional materials for Empire State College provided courses through the Empire State College bookstore. Students enrolled in JCC courses will purchase required texts and supplies through the JCC bookstore.

3. JCC cannot guarantee any specific number of students for the courses.

4. Empire State College reserves the right to cancel classes for reasons such as low enrollment.

5. Individual class cancellations by partner institutions must be reported to the Dean for Continuing Education.

**AGREEMENT ON PROGRAM(S):**

A. It is agreed that Empire State College will offer the program(s) and student support at JCC sites in the curriculum areas specified in Appendix (B), Program Selection Procedures. Empire State College further agrees to offer requisite courses in a timely manner such that a full-time student who has earned an associate degree at JCC following the standard transfer curriculum may generally earn a bachelor’s degree in that program in a two to four year period, recognizing that certain courses may have to be scheduled at other locations from time to time or under special circumstances.
1. For the purposes of smooth transfer, the completed associate degree is the preferred requirement for the JCC/Empire State College undergraduate initiative program.
2. JCC and partner institutions will coordinate and review articulation, transfer, and counseling services on a regular basis.
3. Once in place, the continuation of degree programs under this agreement will be determined by either party consistent with the Termination of Agreement, unless special arrangements are made and attached to this agreement.

**PAYMENT:**

In consideration of the services provided by JCC, Empire State College agrees to pay JCC the sum of $10,004 annually for the leased space for five offices and the use of a smart classroom or conference room. Four equal payments of $2,501 will be made on or before the following dates: August 1st, November 1st, February 1st, and May 1st. Please refer to Appendix D – Letter of Agreement.

**PLANNING:**

Empire State College shall notify JCC’s Dean for Continuing Education of their need for classroom space (including classrooms, science labs, and/or any other special use space) by the following dates: Fall semester must be made by April 1st, Winter session must be made by September 1st, Spring semester must be made by October 1st. Requests for Summer session must be made by April 1st.

**LATE CHANGES:**

Requests for space to accommodate late changes or additions in the Empire State College course schedule during any academic semester or session shall be made in a timely manner to JCC’s Dean for Continuing Education.

**CLASS CANCELLATION BY JCC:**

Empire State College classes held at the JCC campus or the Jefferson Higher Education Center will be cancelled when JCC classes are cancelled due to inclement weather, emergencies, etc. When JCC is closed for scheduled holidays, support services may not be available. It is the responsibility of Empire State College to notify their students of cancellation.

**CLASS CANCELLATION BY PARTNER:**

Empire State College class changes will be communicated to JCC at 315-786-2233 or via email at jbettinger@sunyjefferson.edu.

**COMPUTER SERVICES/INSTRUCTIONAL TECHNOLOGY:**

A. Instructional Technology will create up to 50 wireless student accounts per semester at no additional charge. Course lists for ALL Empire State College classes to be held at JCC, shall be provided to Dean for Continuing Education at least two (2) weeks prior to the start date for creation of wireless accounts.

a. Empire State College accounts will be deleted by JCC at the end of each term.
b. Wireless accounts at JCC exclude email accounts. Email for Empire State College students shall be provided by Empire State College.

B. Instructor name, contact information, and employee identification number for ALL Empire State College courses to be held at JCC, shall be provided to the Dean for Continuing Education at least two (2) weeks prior to the start date for creation of wireless accounts. Any changes to these course lists shall be provided to the Dean for Continuing Education on an ongoing basis. A naming convention for ID creations shall be created and provided to Empire State College,

a. Empire State College students shall be allowed access to the services available in the Open Access Computer Resource Center (the Open Lab) during its regular operating hours. Regular operating hours are posted in the open lab and are subject to change.

b. JCC shall provide access to technical support during the hours of operation of the distance learning room. Empire State College faculty and students shall contact the Help Desk (x2262) for any technology problem resolution.

c. Empire State College students wishing to have wireless access to the Internet on the JCC campus must provide proof of current virus protection software installed, a wireless network card, and sign a wireless access agreement. Empire State College students shall bring their portable computers to the JCC Instructional Technology department for installation, setup and signature of the wireless agreement.

d. If equipment and/or software is not available at JCC and is required for a Empire State College class, such equipment and/or software shall be obtained by JCC and Empire State College will be charged a one-time special fee to be determined by mutual agreement on a case-by-case basis. Empire State College shall provide a list of required equipment and software to the Director of Instructional Technology at JCC following the same schedule for making room requests for courses to JCC, as stated above.

ACCESSIBILITY:

Empire State College shall be responsible for documenting and providing services for students in their programs with special needs. Adaptive technology, such as JAWS, which exists in public areas such as the Open Lab and the Library, is accessible for use by Empire State College students.

LIBRARY:

Empire State College students, faculty, and staff shall have access to services available at the Melvil Dewey Library site. Off-campus access to library services for Empire State College students, faculty, and staff shall be provided through the Empire State College library.

e. JCC shall provide library services at no extra charge to Empire State College students, faculty, and staff including:

i. Interlibrary loan requests for Empire State College students, faculty, and staff for library materials through the Melvil Dewey Library electronically from a remote location without coming to campus. Where JCC incurs a cost, that cost will be passed on to the requestor.

ii. Access to all electronic databases, including the Internet, from the Melvil Dewey Library public stations.

iii. Adherence to services provided under the SUNY open-access policy and for community users.

iv. Reserve service for Empire State College faculty who teach at JCC will be managed through Empire State College. Empire State College faculty will place their requests with Library staff in Empire State College who will then make arrangements with JCC's Library staff.
v. Empire State College will adhere to all applicable copyright laws for any materials placed on reserve.

Note: Empire State College students, faculty, and staff also shall have access to library resources through Empire State College's library website.

MISCELLANEOUS:

Empire State College will not offer any classes that would normally be taught at either the freshman or sophomore levels or have been offered by JCC in the past three (3) years without prior written approval from the Vice President for Academic Affairs.

As part of the agreement, Empire State College will purchase through JCC, 4 desks; 4 desk chairs and 4 side chairs for placement in the Empire State College office suite. In addition, Empire State College will provide for the computers and printer in the Empire State College office suite. JCC will provide furniture for use in the one general partner office.

RESPONSIBILITY FOR PLANNING AND EXECUTING EDUCATIONAL PROGRAM:

Empire State College will assume full responsibility for the planning and execution of an educational program, including programming, administration and promulgation of the requirements for the matriculation, promotion and graduation. The partner institution will be responsible for providing equipment and instructional materials unique to specific needs.

STAFFING:

Empire State College agrees to provide administrative, clerical, and advising personnel necessary to provide for academic advisement, counseling, registration collection of tuition and fees, financial aid and program promotion.

RULES AND REGULATIONS:

JCC shall provide all applicable JCC rules and regulations with directions as to compliance to Empire State College. Empire State College is required to distribute to the students participating in its programs.

STUDENT DISCIPLINE:

Empire State College shall provide to JCC, procedures for reporting problems with students. JCC will provide to Empire State College, procedures for reporting problems with students.

GOOD FAITH:

The parties hereto recognize that in the performance of this contract, the greatest benefits will be derived by promoting the interests of both parties, and each of the parties do, therefore, enter into this contract with the intention of cooperating with the other in carrying out the terms of this contract, and each party agrees to interpret its provisions insofar as it may legally do so, in such a manner as will best promote the interests of both and render the highest service to the public.
TERM OF AGREEMENT:

This contract is in effect for the 2010-2011 fiscal year and may be renewed upon written consent of both parties. Renewal discussions will start no later than April 15 of each academic year. Each installment payment shall be due in advance on the first day of each calendar month during the facility use term to Jefferson Community College, 1220 Coffeen St., Watertown, NY 13601.

MODIFICATION:

This agreement may be modified upon request of either party and with agreement of the other at any time.

ASSIGNMENT:

Neither party shall assign, transfer, convey, encumber or otherwise dispose of this agreement or the right, title or interests therein, without the prior consent in writing from the other party.

NOTICE:

Any notice to parties hereunder must be in writing signed by the party giving it and shall be served either personally or by registered mail addressed as follows:

To Empire State College:
Alan R. Davis
President
SUNY Empire State College
Two Union Avenue
Saratoga Springs, New York, 12866

To Jefferson Community College:
Carole A. McCoy
President
Jefferson Community College
1220 Coffeen Street
Watertown, New York 13601

or to such other addressee as may be hereafter designated by notice. All notices become effective only when received by the addressee. All inquiries relating to this contract shall be directed to the Office of the Vice President for Administration & Finance.

JURISDICTION:

This agreement shall be interpreted according to the laws of the State of New York. JCC and Empire State College shall comply with all laws, rules, orders, regulations and requirements of federal, state and municipal governments applicable hereto.

INDEPENDENT CONTRACTORS:

The relationship of Empire State College to JCC arising out of this agreement shall be that of an independent contractor.

7/19/2010


**RECORDS:**

Empire State College reserves the right to examine the JCC books and records pertaining to this contract.

**TERMINATION:**

The parties to this agreement mutually reserve the right to terminate the contract upon ninety (90) days written notice to the other party.

**AUTHORIZATION:**

In witness whereof, the parties hereto have executed this agreement the day and year above written.

Empire State College  
Dr. Alan Davis, President  
Empire State College  
Two Union Avenue  
Saratoga Springs, NY 12866

Jefferson Community College  
Dr. Carole A. McCoy, President  
Jefferson Community College  
1220 Coffeen Street  
Watertown, NY 13601

*July 20, 2010*  
Date

*7/23/10*  
Date
APPENDIX A

ARTICULATION AGREEMENT
APPENDIX B

PROGRAM SELECTION PROCEDURES

Colleges and universities interested in offering new programs at JCC sites may submit letters of interest at any time to the JCC President. The letter should include the name of the program, degree level and planned start date. Formal proposals are due by October 1st for spring implementation and by June 1st for fall implementation. Proposals should address the following:

1. Overview
   a. Describe the program in general, its history, mission and goals.
   b. Indicate any accreditation of the main campus parent program and, also, whether any accreditation approvals are necessary for this proposed off-campus program.

2. Curriculum
   a. Describe the proposed program curriculum including course numbers/codes, number of credit hours, course titles, course descriptions and a minimum two-year schedule showing when all courses required for program completion are planned for delivery at JCC sites.
   b. For bachelor’s completion programs, identify the lower division courses that JCC provides and those courses that do not currently exist in the JCC catalog. A program articulation agreement with JCC will be required for all bachelor level programs of study.
   c. Indicate any anticipated or desired use of courses from other Initiative institutions in the proposed program.
   d. Describe the proposed format of courses: day, evening, weekend, accelerated, summer and/or any combination of these formats and delivery method (distance, classroom, hybrid).
   e. Describe the intended student body (working adults, seniors, displaced workers, etc.) and the delivery strategy to meet the needs of the students (cohort/full time, cohort/part time, open enrollment/full time, open enrollment/part time).

3. Faculty and staff
   a. Provide adequate and relevant information on the faculty and key program personnel.
   b. Describe staffing plans including anticipated use of in-person, regular faculty, in-person, adjunct faculty; and expected use of interactive technologies and other distance delivery techniques.
   c. Indicate any opportunities for JCC faculty to teach upper-division offerings on an adjunct basis including a description of selection criteria.
   d. Include the last three years of on-campus student enrollment trends for this program and recent off-campus student enrollment trends, if applicable.

4. Program support
   a. Provide plans for on-site student support: admissions, financial aid, academic advising, career counseling and placement and other support activities at the JCC program site.
   b. Indicate what library, computer/data, laboratory facilities and equipment and media services support will be available from your department or institution and what support is needed from JCC.
   c. Describe the relevant academic units/units’ experience in providing off-campus degree programs; resources available to the academic unit(s) to deliver this program and evidence of administrative support.
d. Specify university and program admission criteria, anticipated enrollment levels, minimum and maximum enrollment levels, any limitations on transfer credits and current, applicable tuition and fee rates.

5. Implementation
   a. Provide plans and timelines for recruitment/marketing activities to verify adequacy of student base.
   b. Provide a work plan detailing the necessary tasks and anticipate timelines to prepare the program for delivery at JCC sites.

Note: Representatives from a proposing institution are strongly encouraged to communicate with existing partners about their proposal prior to submission to encourage cooperative efforts and avoid duplication. Evidence of pre-proposal discussion among existing partners will help ensure a thorough and timely review of the proposal’s viability at JCC.
ASSOCIATED COSTS

Baseline provision costs:

$8,244 fiscal year, which includes support for:

- Access to shared reception services
- Access to increased library hours
- Shared space access (i.e. – conference rooms; adjunct office)
- Shared space maintenance
- Shared partner benefits as outlined under Working Relationship section

Additional costs per partner request:

Dedicated office/work space:

- $500 per office per year

Scheduled classroom space:

- $1260 per smart classroom per semester
- $630 per classroom per semester
- $630 per smart classroom per summer session
- $315 per classroom per year

Shared marketing per partner agreement:

- Cost based on percentage of total cost per media/marketing piece billed directly to Empire State College.

Technical support:

- $28 per hour for service provided beyond provisions as identified in the Memorandum of Agreement

Scheduled conference/meeting space:

- $750 per calendar year

Student wireless accounts in excess of 50:

- $20 per student

Total Cost to Empire State College:

- $10,004 or $2,501 per quarter contingent upon date of occupancy of JHEC space.

7/19/2010
APPENDIX D

Letter of Agreement

Empire State College desires to continue the relationship it has had with Jefferson Community College. Empire State College acknowledges the efforts Jefferson Community College has made to provide space for the unit of the college in the Extended Learning Center on the Jefferson Community College campus and further acknowledges the costs associated with providing and maintaining 687 square feet of office space, one general partner office and the use of one smart classroom. To that end and with the agreement of Jefferson Community college, Empire State College agrees to contribute the amount of $10,004 annually which includes the cost of this space at $12 per sq. ft., the use of one smart classroom or conference room valued at $1260, the use of one general partner office valued at $500 and inclusion in the Jefferson Higher Education Center partnership. Services included in this payment are: utilities, cleaning, maintenance, technology connections and Higher Education Center support. The annual contribution to offset these and other associated costs will be paid by Empire State College to Jefferson Community College in quarterly amounts of $2,501 upon presentation of a payment voucher to:

Empire State College
Attention: Charley Summersell
Director of Procurement
111 West Avenue
Saratoga Springs, NY 12866

The effective date of this Letter of Agreement is August 1, 2010. This agreement will be reviewed annually and will continue in effect until either party notifies the other of its intent to terminate. Such notification should be in writing and should provide 90 days advance notice.

The signatures on this page indicate acceptance of the terms and conditions stipulated above.

Signed:

Carole A. McCoy
President
Jefferson Community College

Date:

7/23/10

Signed:

Paul Tucci
Vice President for Administration
Empire State College

Date:

July 19, 2010

7/19/2010