

DUTCHESS COMMUNITY COLLEGE  
Minutes  
Board of Trustees Meeting  
June 22, 2021

Trustees Present: Mr. Michael Francis Dupree, Chair; Ms. Sheila Appel, Ms. Angela Flesland, Mr. Daniel P. Kuffner, Mr. Timmian Massie, Mr. A. Gregg Pulver, Mr. William R. Steinhaus, and Ms. Kaitlyn Cohn, Student Trustee  
Dr. Ellen Gambino, Acting President

Absent: Ms. Lisa Ghartey

I. The meeting was called to order at 7:39 p.m. by Chairperson Dupree.

II. Roll Call by Ms. Beasimer, quorum present.

III. Approval of Agenda:

Ms. Appel made a motion to accept the agenda; the motion was seconded by Mr. Kuffner.

Mr. Kuffner made a motion to amend the agenda to add Resolution #2021-41; the motion to amend was seconded by Mr. Dupree, voted on and carried by a vote of 7 yes, 1 no (Mr. Massie) and 0 abstentions.

The agenda as amended was voted on and approved by a vote of 7 yes, 1 no (Mr. Massie) and 0 abstentions.

IV. Public Comment

There were no requests to address the Board.

V. Consideration of Minutes of Meetings

Mr. Massie made a motion to accept the minutes of May 18, 2021, May 25, 2021, May 27, 2021, and June 4, 2021 as distributed. The motion was seconded by Ms. Appel, voted on and carried by a vote of 7 yes, 0 no, and 1 abstention (Mr. Steinhaus).

VI. Educational Presentation

A presentation on the Middle States Self-Study was given by Susan Rogers, Associate Dean of Academic Affairs; Scott Schnackenberg, Director of Institutional Research Planning and Assessment; and Michael Hall, a Professor in the Department of Behavioral Sciences.

The College has started the process of preparing a Self-Study document in preparation for its evaluation and reaccreditation by the Middle States Commission on Higher Education (MSCHE). The current Strategic Plan has been extended to provide guidance and priorities for the Self-Study.

Timeline:

- Fall 2020 - 9 College employees attended the Self-Study Institute
- January/February 2021 – Discussions with the MSCHE VP Liaison
- Fall 2021 – Self-Study preparation visit from MSCHE VP
- January 2022 – Selection of site visit chair process begins
- Fall 2022 – Team chair preliminary visit
- Spring 2023 – Onsite evaluation visit by MSCHE team
- June or November 2023 – Reaccreditation action by MSCHE

The Board of Trustees is an integral part of the process. The Strategic Plan and Institutional Goals, which are approved by the Board, provide guidance on the priorities of the Self-Study. The Board has representation on the Steering Committee and the Working Group addressing institutional goals. The Board will meet with the MSCHE VP Liaison and evaluation team.

The priorities of the Self-Study, which are based on the goals outlined in the Strategic Plan, are: 1) Excellence in student achievement and learning, 2) Strategic academic offerings and utilization of resources to secure institutional longevity and sustainability in service to our students and alumni, and 3) Promoting diversity, equity, and inclusive excellence.

There are seven standards that the College must meet:

- Mission and Goals
- Ethics and Integrity
- Design and Delivery of the Student Learning Experience
- Support of the Student Experience
- Educational Effectiveness Assessment
- Planning, Resources, and Institutional Improvement
- Governance, Leadership, and Administration

A Steering Committee and eight working groups (one for each standard and one for evidence inventory) have been formed. Accomplishments to date include:

- Extension of the Strategic Plan to determine priorities for the Self-Study
- A draft of the Self-Study design
- A draft of the charge for the Working Groups
- A draft of the communication plan
- Creation of internal and external web presence
- Initial check-in meeting with MSCHE VP (Sean McKitrick)
- Appointments of Working Group Chairs & Steering Committee
- Creation of Working Groups
- Working Groups met with the Self-Study Co-chairs to discuss the charge of the committee and working plan

- Steering Committee met to review the Self-Study Design draft and the working plan for 2021-2022

The next steps include:

- Finalizing and submitting the Self-study Design draft
- Creating nomenclature & structure of the Evidence Inventory
- Scheduling campus meetings with our MSCHE VP Liaison
- Providing written summer update to Steering Committee
- Scheduling a welcome back and kick-off for working groups

Working plan for the 2021-2022 academic year:

- Campus visit by MSCHE VP Liaison
- Finalizing Self-Study Design following feedback from VP Liaison
- Initial outlines, expanded outlines, chapter drafts and presentations from working groups
- Populating the Evidence Inventory
- Revisions and comments from Steering Committee to the working groups
- Continued communication with, and input from, campus constituencies as successive drafts are compiled

2022-2023 academic year activities:

- Site visit by Evaluation Team Chair
- Finalize and submit Self-Study Report
- Finalize and submit Evidence Inventory
- On-site Evaluation Team visit
- Commission action

## VII. COMMITTEE REPORTS

It is noted for the minutes that all of the resolutions that are presented to the Board for approval are reviewed and discussed at committee meetings prior to the Board meeting.

### A. Finance and Facilities

#### 1. Approval of RFPs:

##### a. Campus Security Services

#### RESOLUTION NO. 2021-46

Mr. Massie offered the following resolution and moved its adoption:

WHEREAS, proposals were duly advertised and requested for Campus Security Services, and

WHEREAS, nine (9) proposals were received as a result of the solicitation and were opened and read aloud at 2:00 PM, May 10, 2021, and

WHEREAS, vendors provided prices as shown on the tabulation sheet attached to this resolution, and

WHEREAS, the bid received from Allied Universal Security Services meets the required specifications and the requesting department recommends this contract be awarded to Allied Universal Security Services, and  
WHEREAS, funds for the Purchase of Campus Security Services will be made available in the operational budgets associated with the terms of the contract, now, therefore, be it

RESOLVED, that, in accordance with specifications, a three-year contract for Campus Security Services be awarded to Allied Universal Security Services, Conshohocken, PA, in the amount of \$578,158.36/year, with an option to extend the contract for two additional one-year terms.

\* \* \* \* \*

Seconded by Mr. Kuffner

Resolution adopted unanimously

b. Website Redesign

RESOLUTION NO. 2021-60

Mr. Massie offered the following resolution and moved its adoption:

WHEREAS, proposals were duly advertised and requested for College Website Redesign, and

WHEREAS, eleven (11) proposals were received as a result of the solicitation and were opened on June 10, 2021, and

WHEREAS, vendors provided prices as shown on the tabulation sheet attached to this resolution, and

WHEREAS, the proposal received from Stamats Communications, Inc., meets the required specifications, the requesting department recommends this contract be awarded to Stamats Communications, Inc., and

WHEREAS, funds for the College Website Redesign are available from Federal Stimulus Dollars, now, therefore, be it

RESOLVED, that the contract for the purchase of the College Website Redesign and a three (3) year relationship, in accordance with the specifications, be awarded to Stamats Communications, Inc. Cedar Rapids, IA, in the amount \$596,900.00 dollars.

\* \* \* \* \*

Seconded by Mr. Kuffner

Resolution adopted unanimously

c. Classroom Technology Upgrades

RESOLUTION NO. 2021-47

Mr. Massie offered the following resolution and moved its adoption:

WHEREAS, bids were duly advertised and requested for the Remote Learning Audio/Visual Classroom Upgrades, and

WHEREAS, bids were received as a result of the solicitation and were publicly opened and read aloud at 2:00 PM, June 10, 2021, and

WHEREAS, vendors provided prices as shown on the tabulation sheet attached to this resolution, and

WHEREAS, the bid received from Hudson Valley Audio Visual, meets the required specifications, and

WHEREAS, funds for the Remote Learning Audio/Visual Classroom Upgrades are available from Federal Stimulus Dollars, now, therefore, be it

RESOLVED, that the contract for the Remote Learning Audio/Visual Classroom

Upgrade, and in accordance with the specifications, be awarded to Hudson Valley Audio Visual, in Gardiner, NY, in the amount of \$472,566.

\* \* \* \* \*

Seconded by Ms. Appel

Resolution adopted unanimously

2. Approval of Tuition and Fee Schedule for 2021-2022

RESOLUTION NO. 2021-48

Mr. Massie offered the following resolution and moved its adoption:

WHEREAS, a Tuition and Fee Schedule and Refund Policy are prepared each year following the guidelines of the State University of New York, and

WHEREAS, the Board of Trustees reviews the Tuition and Fee Schedule and the Refund Policy as part of the annual budget process, and

WHEREAS, it is necessary for the Board of Trustees to approve these fees each year, now, therefore, be it

RESOLVED, that the Tuition and Fee Schedule and the Refund Policy for fiscal year 2021-2022, which are attached and shall be made part of the official minutes of this meeting, are hereby approved.

\* \* \* \* \*

Seconded by Ms. Appel

Resolution adopted unanimously

3. Approval of Operating Budget for Fiscal Year 2021-2022

RESOLUTION NO. 2021-49

Mr. Massie offered the following resolution and moved its adoption:

WHEREAS, the Annual Operating Budget Request of Dutchess Community College for the period September 1, 2021 through August 31, 2022 has been developed in accordance with guidelines furnished by the State University of New York, and

WHEREAS, the requirement for operating expenditures has been determined to be \$58,359,670, now, therefore, be it

RESOLVED, that the Operating Budget for Dutchess Community College for the fiscal year September 1, 2021 through August 31, 2022, in the amount of \$58,359,670 with anticipated funding from the County of Dutchess by appropriation from fiscal year 2022 of \$16,787,898, is hereby approved.

\* \* \* \* \*

Seconded by Ms. Appel

Resolution was adopted by a vote of 7 yes, 0 no, and 1 abstention (Mr. Steinhaus)

4. Acceptance of Audit for Fiscal Year 2019-2020

RESOLUTION NO. 2021-50

Mr. Massie offered the following resolution and moved its adoption:

WHEREAS, the Dutchess Community College Board of Trustees has a responsibility to conduct business according to prudent, professional, and accepted practices, and

WHEREAS, the Financial Statements of Dutchess Community College for the fiscal year ending August 31, 2020 were reviewed by the outside auditing firm of Bonadio & Co. LLP, and

WHEREAS, in the opinion of the independent auditors, the financial statements of the College conform with generally accepted accounting practices in all respects, and

WHEREAS, the Board Finance and Facilities Committee has reviewed the audit with representatives of Bonadio & Co. LLP and recommends that the Board of Trustees accept the audit for fiscal year 2019-2020, and

WHEREAS, the members of the Board of Trustees have received copies of the audit for review, now, therefore, be it

RESOLVED, that, based upon the recommendation of the Finance and Facilities Committee, the Board of Trustees hereby accepts the independent auditor's report for the fiscal year 2019-2020.

\* \* \* \* \*

Seconded by Mr. Kuffner

Resolution adopted unanimously

5. Approval of Five-year Capital Plan for 2022-2026

RESOLUTION NO. 2021-51

Mr. Massie offered the following resolution and moved its adoption:

WHEREAS, the County of Dutchess and the State University of New York require the submission of a project list and estimated costs of capital construction and improvement projects for a five-year period, and

WHEREAS, the educational, administrative and support needs for rehabilitation, preservation and improvement of facilities have been reviewed and related to the specific projects and priorities as indicated on the attached list, now, therefore, be it

RESOLVED, that the campus facilities projects listed on the attached document, which is to be made part of the minutes of this meeting, are hereby approved as Dutchess Community College's Five-year Capital Projects Plan for the period 2022-2026.

\* \* \* \* \*

Seconded by Ms. Appel

Resolution adopted unanimously

B. Personnel and Community Relations

1. Approval of Professional Staff Appointments

RESOLUTION NO. 2021-52

Ms. Flesland offered the following resolution and moved its adoption:

BE IT RESOLVED, that, based upon the recommendation of the Acting President of the College, the following appointments to the professional staff of Dutchess Community College are hereby approved:

Tenure-track Faculty

Ireta Hunter, Instructor of Nursing, Department of Nursing, for the 2021-2022 academic year, at an annual salary of \$61,024

Michele Tierney, Assistant Professor of Nursing, Department of Nursing, for the 2021-2022 academic year at an annual salary of \$80,270

Temporary, Full-time Faculty

John Howell, Instructor of Music, Department of Performing, Visual Arts and Communications, for the 2021-2022 academic year, at an annual salary of \$56,554

Alyssa Zinzi, Instructor of Human Services, Department of Behavioral Sciences, for the 2021-2022 academic year, at an annual salary of \$56,554

\* \* \* \* \*

Seconded by Ms. Appel

Resolution adopted unanimously

2. Approval of Unpaid Leave of Absence

RESOLUTION NO. 2021-53

Ms. Flesland offered the following resolution and moved its adoption:  
WHEREAS, Dr. Weldon McWilliams, an Associate Professor in the Department of History, Government and Economics, has requested a one-year unpaid leave of absence in compliance with Section 5.14 of the 2016-2020 collective bargaining agreement with Dutchess United Educators, now, therefore, be it

RESOLVED, that, based upon the recommendation of the Acting President of the College, the Board of Trustees hereby grants Dr. McWilliams an unpaid, one-year, non-renewable leave of absence, and be it

FURTHER RESOLVED, that, should Dr. McWilliams decide not to return to his current position at Dutchess Community College, he shall inform the College in writing no later than March 1, 2022 of his intent not to return.

\* \* \* \* \*

Seconded by Mr. Pulver

Resolution not approved by a vote of 0 yes, 7 no, and 1 abstention (Ms. Cohn)

Roll call vote:

Ms. Appel – no

Mr. Kuffner – no

Ms. Cohn – abstained

Mr. Massie – no

Mr. Dupree – no

Mr. Pulver – no

Ms. Flesland – no

Mr. Steinhaus – no

3. Approval of Early Retirement/Granting of Emeritus Status

RESOLUTION NO. 2021-54

Ms. Flesland offered the following resolution and moved its adoption:  
BE IT RESOLVED, that, based upon the recommendation of the Acting President of the College, the early retirement of Carol Helion, Executive Assistant, is hereby approved to be effective July 23, 2021, and be it  
FURTHER RESOLVED, that approval is granted to pay the appropriate benefits earned, and be it

FURTHER RESOLVED, that, in recognition of her dedicated service to Dutchess Community College, she be granted emeritus status upon her retirement, and be it

FURTHER RESOLVED, that the Board of Trustees extends its sincere

appreciation to Ms. Helion for her valuable contribution to the College's educational program during her tenure and wishes her the very best in her retirement and future endeavors.

\* \* \* \* \*

Seconded by Mr. Kuffner

Resolution adopted unanimously

4. Acceptance of Retirement/Granting of Emeritus Status

RESOLUTION NO. 2021-55

Ms. Fiesland offered the following resolution and moved its adoption:

BE IT RESOLVED, that, based upon the recommendation of the Acting President of the College, the retirement of Professor Camilo Rojas, Department of Performing, Visual Arts and Communications, is hereby granted, effective August 20, 2021, and be it

FURTHER RESOLVED, that approval is granted to pay the appropriate benefits earned, and be it

FURTHER RESOLVED, that, Professor Rojas be granted emeritus status upon his retirement, and be it

FURTHER RESOLVED, that the Board of Trustees extends its appreciation to Professor Rojas for his contributions to the College's educational program during his tenure and wishes him the very best in his retirement and future endeavors.

\* \* \* \* \*

Seconded by Mr. Pulver

Resolution adopted unanimously

C. Board Policy

1. Revision to Firearms and Weapons on Campus Policy

RESOLUTION NO. 2021-56

Mr. Kuffner offered the following resolution and moved its adoption:

WHEREAS, in keeping with good governance practices, the Board of Trustees Policy Committee reviews Board and College administrative policies on a regular basis, and

WHEREAS, the Policy Committee has reviewed the Policy on Firearms and Weapons on Campus to ensure it is appropriate to meet the needs of our security model, and

WHEREAS, based upon this review, it has been determined that the Board Policy on Firearms and Weapons on Campus needs to be revised, now, therefore, be it

RESOLVED, that, based upon the recommendation of the Policy Committee and review by the Board of Trustees, the revised Policy on Firearms and Weapons on Campus, which is attached and shall be made part of the official minutes of this meeting, is hereby approved, and be it

FURTHER RESOLVED, that this policy shall be effective immediately, and, be it

FURTHER RESOLVED, that the Board reconsider this policy again within five years or earlier should it be determined revisions are needed prior to the scheduled review date.

\* \* \* \* \*

Seconded by Mr. Pulver

Resolution adopted unanimously



VIII. Report of the Student Trustee

Ms. Cohn did not have a formal report. She expressed her appreciation for having had the opportunity to serve as the Student Trustee for the past year.

IX. Report of the Chairperson

- A. Chairperson Dupree reported on the official opening of DCC@Fishkill. He said the event was very well-organized, and he thanked all of the staff who were involved in making this event successful. Attendees included representatives from the State, County, Board of Trustees, Chamber of Commerce, faculty and staff. Everyone was impressed by the technologically-advanced classrooms.
- B. Mr. Dupree reminded everyone that the ribbon-cutting for DCC's Aviation Education Center at the Hudson Valley Regional Airport will take place on Thursday, June 24, at 2:00 p.m. Lieutenant Governor Kathleen Hochul, Chancellor Jim Malatros, and County Executive Marc Molinaro are scheduled to speak at the event.
- C. Approval of Contract with the Dutchess Community College Association

RESOLUTION NO. 2021-57

Mr. Dupree offered the following resolution and moved its adoption:

WHEREAS, the Dutchess Community College Association was incorporated on October 6, 1958 to further the purposes of Dutchess Community College, and WHEREAS, the DCC Association has contracted with the College Board of Trustees to render all necessary services for the operation of the College's bookstore, dining and vending services, day care center, residence hall, and student athletic activities and services, and

WHEREAS, the current DCC Association Agreement with the College expires on June 30, 2021, now, therefore, be it

RESOLVED, that, on behalf of the College, the Board of Trustees hereby authorizes and approves the attached contract between the DCC Association and Dutchess Community College, which shall be made part of the official minutes of this meeting, for a five-year period beginning July 1, 2021 and terminating on June 30, 2026.

\* \* \* \* \*

Seconded by Mr. Massie

Resolution adopted unanimously

D. Extension of Human Resources Consultant Contract

Resolution #2021-41 was tabled at the May 25, 2021 Board of Trustees meeting. Mr. Dupree made a motion to remove said resolution from the table for a vote. The motion was seconded by Mr. Pulver, voted on and approved by a vote of 7 yes, 1 no (Mr. Massie) and 0 abstentions.

RESOLUTION NO. 2021-41

Mr. Dupree offered the following resolution and moved its adoption:

WHEREAS, the position of Associate Vice President of Human Resources is

vacant, and  
WHEREAS, Ruth Spencer has been serving as Human Resources Consultant since the position became vacant, and  
WHEREAS, the College's contract with Ms. Spencer will end on June 30, 2021, now, therefore, be it  
RESOLVED, that, based upon the recommendation of the Acting President of the College, Ruth Spencer's contract is hereby extended for the period July 1, 2021 through August 31, 2021, at a weekly rate of \$2,450.

\* \* \* \* \*

Seconded by Mr. Pulver

Resolution adopted by a vote of  
6 yes, 1 no (Mr. Massie) and  
1 abstention (Mr. Steinhaus)

Roll call vote:

Ms. Appel – yes  
Ms. Cohn – yes  
Mr. Dupree – yes  
Ms. Flesland – yes

Mr. Kuffner – yes  
Mr. Massie – no  
Mr. Pulver – yes  
Mr. Steinhaus – abstained

E. Resolution of Commendation for Student Trustee Kaitlin Cohn

RESOLUTION NO. 2021-58

Mr. Dupree offered the following resolution and moved its adoption:  
WHEREAS, Ms. Kaitlyn Cohn has completed her term as Student Trustee on the Board of Trustees of Dutchess Community College, and  
WHEREAS, Ms. Cohn has served as a member of the Board of Trustees from 2020 to 2021, all of the time representing the best interests of the students of Dutchess Community College, and  
WHEREAS, Ms. Cohn's participation as the student member of the Board of Trustees greatly enhanced the ability of the Board to better serve the students at Dutchess Community College, and  
WHEREAS, the Board of Trustees recognizes and commends Ms. Cohn for her dedication as the student member of the Board, now, therefore, be it  
RESOLVED, that the Board of Trustees extends its appreciation to Ms. Cohn for her dedication and commitment to the excellence of Dutchess Community College, and be it  
FURTHER RESOLVED, that the Board of Trustees approves this resolution in recognition of Ms. Cohn's outstanding service to Dutchess Community College and extends its best wishes to her for success in all her future endeavors.

\* \* \* \* \*

Seconded as a whole

Resolution adopted unanimously

F. Resolution of Commendation for Trustee Timmian Massie

RESOLUTION NO. 2021-59

Mr. Dupree offered the following resolution and moved its adoption:  
WHEREAS, Mr. Timmian Massie will retire from the Board of Trustees of Dutchess Community College after five years of distinguished service, and  
WHEREAS, during his tenure on the Board, Mr. Massie served with distinction in various leadership positions, including Chair of the Finance and Facilities

Committee and Board liaison to the DCC Association, and  
WHEREAS, Mr. Massie was always well-informed about, and involved in, Board deliberations and consistently provided sage counsel, and  
WHEREAS, Mr. Massie has been integrally involved in the affairs of the Board of Trustees and his leadership has resulted in an improved educational environment for both students and faculty, and  
WHEREAS, the Board of Trustees wishes to recognize and commend Mr. Massie for his years of unwavering and devoted service to Dutchess Community College as a member of the Board of Trustees, now, therefore, be it  
RESOLVED, that the Board of Trustees hereby extends its appreciation to Mr. Massie for his dedication and commitment to the excellence of Dutchess Community College, and be it  
FURTHER RESOLVED, that Mr. Massie be granted emeritus status, and be it  
FURTHER RESOLVED, that the Board of Trustees hereby approves this resolution on the occasion of Mr. Massie's retirement from the Board.

\* \* \* \* \*

Seconded as a whole

Resolution adopted unanimously

- G. Chairman Dupree officially welcomed former County Executive Steinhaus as a new member of the Board of Trustees. Mr. Steinhaus replaces Trustee Emeritus Betsy Brown.
- X. Report of the Acting President
- A. Acting President Gambino acknowledged the retirement of Carol Helion, who is retiring after 44 years at the College, the last six of which she served as Dr. Gambino's Executive Assistant.
- B. Dr. Gambino commended Susan Rogers, Michael Hall and Scott Schnackenberg for their leadership on the Middle States Self-Study. She also thanked all of the members of the Steering Committee and working groups for their commitment to this important work.
- C. Mr. Scott Schnackenberg gave an update on enrollment. 1,622 students enrolled for the summer sessions, which is 2.3% less than last year at an equivalent point in time. However, total credits (8,603) are up by 3.9%. We are 967 credits above our budgeted/enrollment goal for the term.
- For the fall semester, there are 2,002 students enrolled for 22,628 credits, which is a decline of 18.5% in the number of students and a decline of 19.8% in the number of credits compared to the same point in time last year. Our goal for fall is to be down between 8-9%. Last year at this time, we were 35% below the prior year, but enrollment increased and we ended up at a 12% decline.
- D. Dr. Gambino reported on HSE enrollment. Summer enrollment increased by 39% from pre-pandemic numbers.
- E. Acting President Gambino gave an update on the College's partnership with Canton, which has the support of the Chancellor. A significant amount of curriculum work has been completed, including Applied Psych Pathways and

Criminal Justice. Engineering is on pause due to equipment issues. A new nursing articulation is in place and Public Health is ongoing.

Both the College and Canton have had meetings with the Provost's Office regarding curriculum issues.

The process is driven largely by Canton, and the Chancellor has asked Canton to get six four-year schools to sign off on the partnership. SUNY will be taking the lead on working with NYSED on the process since it is a model that could be used at other institutions. Since we are still waiting for progress from SUNY, it is unlikely that start-up will be this fall.

- F. Dr. Gambino informed Board members that she will be participating in the Aspen Fellowship Network Equity & Anti-Racism Institute in partnership with the USC Race & Equity Center. USC will host a learning session each month for the next six months.
- G. Acting President Gambino thanked Bridgette Anderson for the excellent job she did overseeing the creation of the DCC@Fishkill site. She also thanked everyone who participated in the grand opening of the site, including those who served as hosts in the classrooms and tour guides, as well as those who organized the event.
- H. Dr. Gambino announced that the ribbon cutting for the new Aviation Education Center, which is located at the Hudson Valley Regional Airport, will take place on Thursday, June 24.

XI. Other Business

There was none.

XII. Date of Next Meeting

Chairman Dupree announced that the next meeting of the Board of Trustees is scheduled for July 13, 2021. However, he noted that, since we had a June meeting, the July meeting may be canceled.

XIII. Adjournment

There being no further business to discuss, a motion was made by Mr. Massie, seconded by Ms. Cohn, voted on, and duly carried, to adjourn the meeting. The meeting adjourned at 8:58 p.m.

Respectfully submitted,

Linda M. Beasimer  
Executive Assistant

**DUTCHESS COMMUNITY COLLEGE  
POUGHKEEPSIE, NY**

**RFP-DCC-01-2021 Security Services  
BID OPENING MAY 10, 2021 @ 2:00PM**

	<b>Allied Universal</b>	<b>Securitas</b>	<b>Andy Frain Services, Inc.</b>	<b>MG Security Services</b>	<b>Blue Eagle Security, Inc</b>	<b>Wisdom Protective Services</b>	<b>Beau Dietl &amp; Assoc</b>	<b>Blue Shield Security &amp; Protection</b>	<b>BlueChip Pros, Security</b>		
<b>DAY SHIFT 8-4</b>											
Control Center Operator	\$ 21,823.36	\$ 26,449.28	\$ 27,073.28	\$ 24,502.40	\$ 23,029.76	\$ 23,088.00	\$ 24,136.32	\$ 20,800.00	\$ 24,901.76		
Campus Guard	\$ 21,041.28	\$ 25,625.60	\$ 23,329.28	\$ 23,254.00	\$ 22,197.76	\$ 23,088.00	\$ 23,553.92	\$ 20,800.00	\$ 23,179.52		
Dorm Campus Guard	\$ 34,720.80	\$ 41,888.00	\$ 38,134.40	\$ 38,012.00	\$ 36,284.80	\$ 37,740.00	\$ 38,501.16	\$ 34,000.00	\$ 37,889.60		
<b>EVENING SHIFT 4-12</b>											
Control Center Operator	\$ 21,823.36	\$ 26,449.28	\$ 27,073.28	\$ 24,502.40	\$ 23,029.76	\$ 23,088.00	\$ 24,136.32	\$ 20,800.00	\$ 24,901.76		
Campus Guard	\$ 21,041.28	\$ 25,625.60	\$ 23,329.28	\$ 23,254.00	\$ 22,197.76	\$ 23,088.00	\$ 23,553.92	\$ 20,800.00	\$ 23,179.52		
Campus Guard	\$ 34,394.40	\$ 41,888.00	\$ 38,134.40	\$ 38,012.00	\$ 36,284.80	\$ 37,740.00	\$ 38,501.16	\$ 34,000.00	\$ 37,889.60		
Campus Guard	\$ 34,394.40	\$ 41,888.00	\$ 38,134.40	\$ 38,012.00	\$ 36,284.80	\$ 37,740.00	\$ 38,501.16	\$ 34,000.00	\$ 37,889.60		
Dorm Campus Guard	\$ 34,720.80	\$ 41,888.00	\$ 38,134.40	\$ 38,012.00	\$ 36,284.80	\$ 37,740.00	\$ 38,501.16	\$ 34,000.00	\$ 37,889.60		
<b>OVERNIGHT 12-8</b>											
Control Center Operator/Dorm	\$ 76,381.76	\$ 92,218.28	\$ 94,756.48	\$ 85,758.40	\$ 80,604.16	\$ 80,808.00	\$ 84,477.12	\$ 72,800.00	\$ 87,256.16		
Site Supervisor	\$ 83,690.88	\$ 101,133.76	\$ 98,775.04	\$ 89,398.40	\$ 93,882.88	\$ 87,214.40	\$ 93,329.60	\$ 72,800.00	\$ 93,184.00		
Campus Guard	\$ 48,152.16	\$ 41,888.00	\$ 53,388.16	\$ 53,216.80	\$ 50,798.72	\$ 52,836.00	\$ 53,902.24	\$ 47,600.00	\$ 53,045.44		
Dorm Campus Guard											
<b>DCC South</b>											
Campus Guard	\$ 50,580.00	\$ 61,280.00	\$ 56,080.00	\$ 55,900.00	\$ 53,360.00	\$ 55,500.00	\$ 56,620.00	\$ 50,000.00	\$ 55,720.00		

PROPOSALS OPENED BY: \_\_\_\_\_

BID TABULATION RECORDED BY : \_\_\_\_\_

**DUTCHESS COMMUNITY COLLEGE  
POUGHKEEPSIE, NY**

Evening Campus Guard	\$ 40,464.00	\$ 49,280.00	\$ 44,864.00	\$ 44,720.00	\$ 42,688.00	\$ 44,400.00	\$ 45,296.00	\$ 40,000.00	\$ 44,576.00		
Family Partnership											
Campus Guard	\$ 18,916.92	\$ 23,038.40	\$ 20,973.92	\$ 20,906.60	\$ 19,956.64	\$ 20,757.00	\$ 21,175.88	\$ 18,700.00	\$ 20,839.28		
Additional Staffing	\$ 36,012.96	\$ 43,859.20	\$ 39,928.96	\$ 41,142.88	\$ 37,992.32	\$ 39,516.00	\$ 40,313.44	\$ 39,650.00	\$ 39,672.64		
<b><u>TOTAL</u></b>	<b><u>\$ 578,158.36</u></b>	<b><u>\$ 684,399.40</u></b>	<b><u>\$ 662,109.28</u></b>	<b><u>\$ 638,603.88</u></b>	<b><u>\$ 614,876.96</u></b>	<b><u>\$ 624,343.40</u></b>	<b><u>\$ 644,499.40</u></b>	<b><u>\$ 560,750.00</u></b>	<b><u>\$ 642,014.48</u></b>		

PROPOSALS OPENED BY: \_\_\_\_\_

BID TABULATION RECORDED BY : \_\_\_\_\_

<b>RFP-DCC-11-2021</b>												
<b>WEBSITE REDESIGN PROPOSAL</b>			<b>OPENING DATE: JUNE 10, 2021, 2021</b>									
		<b>Stamats Cedar Rapids IA</b>	<b>Beacon Greensboro NC</b>	<b>Cyfuture Inc Apex NC</b>	<b>idfive Baltimore MD</b>	<b>Cheeky Monkey Kelowna BC Canada</b>	<b>newumeric Technologies Corp lewis Center OH</b>	<b>Horus Group Private Limited Rowlett TX</b>	<b>Opin Digital Corp Saratoga Springs NY</b>	<b>Peapod Design Norwalk CT</b>	<b>Prometsource Chicago IL</b>	<b>Miller Media 7</b>
Content Management System		<i>Multi CMS: Drupal, Wordpress, OU, Cascade</i>	<i>Drupal only</i>	<i>WordPress only</i>	<i>Drupal only</i>	<i>WordPress only</i>	<i>OmniUpdate only</i>		<i>Drupal only</i>	<i>Wordpress only</i>	<i>Drupal only</i>	
CMS recommendation		includes	none	none	none	none	none	none	none	none	none	none
Discovery/strategy phase		\$ 175,400.00	\$ 58,050.00		\$ 50,250.00	\$ 26,250.00	\$ 11,432.00	\$ 10,000.00	\$ 212,109.00		\$ 29,900.00	\$ 50,000.00
Design		\$ 94,200.00	\$ 47,925.00			\$ 18,900.00	\$ 53,538.00	\$ 35,000.00		\$ 75,500.00	\$ 30,420.00	\$ 45,592.08
Develop			\$ 66,335.00	\$ 185,440.00	\$ 145,500.00	\$ 60,375.00	\$ 42,257.00	\$ 93,000.00			\$ 83,980.00	
Implement			\$ 48,000.00					\$ 29,000.00				
Test & Migration			\$ 9,000.00	\$ 31,200.00	\$ 99,000.00	\$ 5,250.00	\$ 15,920.00	\$ 15,000.00		\$ 9,500.00	\$ 65,494.00	
Deliver												
Hosting				\$ 6,150.00						\$ 32,400.00		\$ 6,014.52
Project Mgmt												
Support and Maintenance		\$ 49,800.00		\$ 22,253.00					\$ 31,810.00	\$ 500.00	\$ 43,654.00	\$ 490,711.00
Contingency												
Ongoing relationship		\$ 277,500.00	\$ 105,000.00	\$ 34,466.00	\$ 99,000.00	\$ 90,000.00	\$ 43,200.00	\$ 92,250.00	\$ 105,300.00	\$ 112,500.00	\$ 101,250.00	
<b>Total</b>		<b>\$ 596,900.00</b>	<b>\$ 334,310.00</b>	<b>\$ 279,509.00</b>	<b>\$ 393,750.00</b>	<b>\$ 200,775.00</b>	<b>\$ 166,347.00</b>	<b>\$ 274,250.00</b>	<b>\$ 349,219.00</b>	<b>\$ 230,400.00</b>	<b>\$ 354,698.00</b>	<b>\$ 592,317.60</b>
RFB OPENED BY: _____				BID TABULATION RECORDED BY: _____								
COMMENTS: _____												
_____												

**DUTCHESS COMMUNITY COLLEGE  
POUGHKEEPSIE, NY**

<b>RFP-DCC-10-2021</b>					
<b>AUDIO VISUAL REMOTE CLASSROOM UPGRADES</b>			<b>PROPOSAL OPENING DATE: June 10, 2021</b>		<b>TIME: 2:00 PM</b>
	Vendor		Vendor		
	<b>**Hugh's TV &amp; Commuication**</b>		<b>Hudson Valley Audio Visual</b>		
<b>BASE BID 1:</b>					
1. Main Campus Twenty-seven (27) classrooms, DCC Fishkill ten (10) classrooms, DCC Hudson Valley Regional Airport Two (2) classrooms	\$ 293,893.94	\$ 472,566.00			
<b>BASE BID 2</b>					
1. Main Campus Twenty-seven (27) classrooms, DCC Fishkill ten (10) classrooms	\$ 278,495.33	\$ 448,678.00			
<b>ALTERNATES</b>					
1. MAIN CAMPUS: PRICE PER CLASSROOM FOR QUANTITIES OF THIRTY (30) UP TO FIFTY (50)	\$ 7,535.74	\$ 12,194.00			
1. DCC Fishkill: PRICE PER CLASSROOM; FOR QUANTITIES OF ELEVEN (11) UP TO TWENTY-FIVE (25)	\$ 7,656.40	\$ 11,944.00			
	\$ 587,581.41	\$ 945,382.00			
RFB OPENED BY: _____		BID TABULATION RECORDED BY: _____			
COMMENTS: **** Hugh's bid rejected..did not meet specifications****					



**DUTCHESS COMMUNITY COLLEGE**  
**Tuition and Fee Schedule**  
**2021-2022**

Tuition New York State residents who are residents of the sponsorship area or non-residents of the sponsorship area who present a Certificate(s) of Residence:

Full – Time:		\$2,225
	(per semester)	
Part – Time:		\$185
	(per credit hour)	

Tuition New York State residents who are not residents of the sponsorship area and do not present a Certificate(s) of Residence:

Full – Time:		\$4,450
	(per semester)	
Part – Time:		\$370
	(per credit hour)	

Tuition Non-New York State Residents:

Full – Time:		\$4,450
	(per semester)	
Part – Time:		\$370
	(per credit hour)	

Discounted tuition for off-peak, off-site courses as determined by College officials in compliance with NYS Education Law:

	Per Credit Hour Equivalent	TBD
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***MANDATORY FEES***

Description	Charge	Per	Service Rendered
College Fee	5.00 Full-time 5.00 Part-time	Per Credit	Participation in Student Activities and Athletics (Fall and Spring Semester Only)
Technology Fee	13.00 Full-time 13.00 Part-time	Per Credit	

***OTHER FEES***

Description	Charge	Per	Service Rendered
Aviation Science: Pilot			
Private	16,000**	Semester	Flight School
Instrument C172R	14,500**		
Commercial Special	16,350**		
Commercial Special	11,840**		
Aviation Maintenance Technician			
Lab Fees	864/11,232	Course/Year	Supplies and Equipment
Tool Kit	2,000	1 <sup>st</sup> Semester	
Chromebook	324	1 <sup>st</sup> Semester	

Description	Charge	Per	Service Rendered
Helicopter Fees	8,500 – 35,500**	Semester	Lab Fees
Background Check Fee***	105.00	One-time Fee	Allied Health, Nursing, Paramedic, Medical Lab Technology/Phlebotomy Students
Ceramic Materials Fee	40.00	Applicable Course	Materials & Equipment
CLEP Exam	87.00 35.00	Exam Service Fee	Standardized Exams
Conduct Fines	50.00 – 150.00	Per offense and conduct charges	Violations of the Campus Code of Conduct
Course/Lab Fees	17.00 – 40.00	Applicable Course	Supplies and Equipment
Dantes Exam Fee	85.00 35.00	Exam Service Fee	Standardized Exams
Equipment Breakage Fee	10.00 – 50.00	Applicable Item	Chemistry Equipment Damaged or Lost
Exercise Science	199.00	Exam	ESW 203/204/205 – Personal, Strength and Nutritional Training Certifications
ID Card Replacement	5.00	Replacement	Issue Duplicate Card
ID Card Replacement (Housing)	25.00	Replacement	Issue Duplicate Card
Late Payment Fee	50.00	Once per semester	Late Payment of Account Balance.
Late Registration	10.00*	Semester	Registration After Regular Registration Periods
Library Fines	0 – 5.00	Per Infraction	Overdue Book Charge
Lost Book Fee	50.00		Lost Charge
Overdue Reserve Book	50.00		Lost Charge
Playaway	50.00		Lost Charge
Audio Cables/Playaway	10.00		Lost Charge
Earbuds/Playaway	10.00		Lost Charge
Headphones (Films)	35.00		Lost Charge
Kindle	Replacement Cost		Lost Charge
iPod	Replacement Cost		Lost Charge

<b>Description</b>	<b>Charge</b>	<b>Per</b>	<b>Service Rendered</b>
DVDs/Video	75.00 or Replacement Cost		Lost Charge
Lost Article Fee	10.00 – 250.00	Applicable Item	Physical Education Equipment Damaged or Lost
Matriculation Fee	30.00	Upon	One-time Fee
Music Lab Fee			
Individual Lesson Lab Fee	1,125.00	Course	MUS 210/211
Individual Lesson Lab Fee	375.00	Course	MUS 14x, 16x, 24x, 26x
Non-Student Testing Fee	35.00	Exam	Tests to Other College and University Students
Nursery School	2,300.00	Year	Laboratory Nursery School
Open Educational Resources (OER)	5.00	Semester	Course Materials
Paramedic Lab Fee	75.00	Semester	Supplies and Equipment PAR 106
Pearson Vue	35.00	Exam	Standardized Exams
Physical Education Completion	225.00	Course	Rock Climbing & Certificate of Completion PED 118
Professional Liability Insurance	12.00*/35.00*	Year	Insurance Coverage for Health Technology Students
Proficiency Exam Fee	35.00*	Exam	Administer and Grade Test
Reclaim My Math	20.00	Session	Remedial Mathematic Academic Instruction
Red Cross Certification	5.00*/10.00*/30.00*	Applicable Courses	Red Cross Certification and Proficiency
Replacement Diploma Fee	15.00	Replacement	
Returned Check Fee	25.00*	Check	Handling Charge
Second Degree Fee	15.00	Upon	

<b>Description</b>	<b>Charge</b>	<b>Per</b>	<b>Service Rendered</b>
SUNY International Student Health Insurance Plan	SUNY State-wide Rate	Year	
SUNY Learning Network Fee	25.00	Per Course	Access SUNY Learning Network
Traffic Fines	15.00, 25.00, 50.00	Per Infraction	Traffic Violation
Transcript Fee	8.00*	Per Copy	Copy of Transcript
Trip Fee	90.00	Per Trip	Study Abroad Fees
Tuition Payment Plan Deferment Fee	25.00 -45.00	Semester	Administrative Fee for Tuition Plan

**\*Not Refundable**

**\*\*Aviation fees are negotiated with flight school and may vary.**

**\*\*\*Payment made directly to Certified Background by student.**

**Additional costs related to housing and meals for Conklin Hall are established by the Dutchess Community College Association Board of Directors.**

## **Tuition and College Fee Refund Policy**

Refunds for tuition and fees will be granted upon submission of an add/drop form to the ACT Center or via your DCC email (send to ACT@sunydutchess.edu); the date of your request determines your tuition responsibility.

Refunds will be made according to the following schedule:

	Full Semester	8-wk term or less
Prior to first day	100%	100%
During 1 <sup>st</sup> week	75%	25%
During 2 <sup>nd</sup> week	50%	0%
During 3 <sup>rd</sup> week	25%	0%
After 3 <sup>rd</sup> week	0%	0%

### **Withdrawal Policy for Recipients of Federal Title IV Grants and Loans**

This policy is per the U.S. Department of Higher Education and applies to students who receive assistance under Title IV funding and/or to parents who receive the Federal Parent PLUS Loans for their children. Title IV funding for the purpose of this policy includes Federal Pell Grants, Stafford Loans, PLUS Loans, Federal Supplemental Educational Opportunity Grants (FSEOGs), and Federal Perkins Loans.

If a student withdraws or stops attending Dutchess Community College, either officially or unofficially, during the first 60% (approximately first 10 weeks) of the semester, a calculation is completed to determine how much Title IV funding has been earned. The earned amount is based on the percentage of the semester the student has completed. If the student has received (been disbursed) more Title IV funds than has been earned, the excess unearned funds must be returned to the Federal Department of Higher Education by the school and/or the student.

### **Delinquent Accounts**

Students with delinquent accounts with the College will be charged a \$50 late payment fee. Any students who have an unpaid balance may be assigned to a collection agency. The College will assign the outstanding balance plus any collection agency costs charged by the agency for collection. Depending on the type of account placed, such as first or second referral to the collection agency, these fees may be between 25% and 50% of the unpaid account balance.

### **Credit-Free or Workforce Development and Continuing Education Programs**

No refunds will be given to those students enrolled in Credit-Free or Workforce Development and Continuing Education programs after the first class meeting or first session of an event. All requests for refunds must be made in writing to the Provost.

DUTCHESS COUNTY/  
DUTCHESS COMMUNITY COLLEGE  
CAPITAL BUDGET REQUEST  
2022-2026

	Total Project	State Share	Sponsor Share Funding Sources		
			Capital Chargeback	Sponsor Bonded	Other
<b>2022</b>					
1 FF&E and Technology Replacements and Upgrades <sup>1</sup>	200,000	100,000	100,000		
2 Purchase Creek Road Property <sup>2</sup>	300,000	150,000			150,000
3 Sports Field Improvements	1,500,000	750,000		750,000	
4 Campus Site Repairs and Upgrades - Phase 2	1,500,000	\$ 750,000		750,000	
5 Plumbing and Utility Repairs <sup>3</sup>	1,000,000	500,000		500,000	
<b>Total 2022</b>	<b>\$ 4,500,000</b>	<b>\$ 2,250,000</b>	<b>\$ 100,000</b>	<b>\$ 2,000,000</b>	<b>\$ 150,000</b>
<b>2023</b>					
1 FF&E and Technology Replacements and Upgrades <sup>1</sup>	200,000	100,000	100,000		
2 Campus Site Repairs and Upgrades - Phase 3	TBD**				
3 Campus Infrastructure Phase 3 - Construction <sup>4</sup>	780,800	390,400		390,400	
4 Washington Hall Improvements and Repairs	2,501,730	1,250,865		1,250,865	
5 Dutchess Hall Renovations	2,807,200	1,403,600		1,403,600	
6 Hudson Hall Upgrades and Renovations	3,415,500	1,707,750		1,707,750	
7 Falcon Hall Upgrades and Renovations	11,190,000	5,595,000		5,595,000	
<b>Total 2023</b>	<b>\$ 20,895,230</b>	<b>\$ 10,447,615</b>	<b>\$ 100,000</b>	<b>\$ 10,347,615</b>	<b>\$ -</b>
<b>2024</b>					
1 FF&E and Technology Replacements and Upgrades <sup>1</sup>	200,000	100,000	100,000		
2 Taconic Hall Renovations	7,320,000	\$ 3,660,000		3,660,000	
3 Hudson Hall Renovations <sup>5</sup>	TBD				
<b>Total 2024</b>	<b>\$ 7,520,000</b>	<b>\$ 3,760,000</b>	<b>\$ 100,000</b>	<b>\$ 3,660,000</b>	<b>\$ -</b>
<b>2025</b>					
1 FF&E and Technology Replacements and Upgrades <sup>1</sup>	200,000	100,000	100,000		
2 Planning, Design, Improvements and Renovations - Various Buildings <sup>6</sup>	TBD***				
<b>Total 2025</b>	<b>\$ 200,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b>2026</b>					
1 FF&E and Technology Replacements and Upgrades <sup>1</sup>	200,000	100,000	100,000		
2 Planning, Design, Improvements and Renovations - Various Buildings <sup>6</sup>	TBD***				
<b>Total 2026</b>	<b>\$ 200,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b>GRAND TOTAL</b>	<b>\$ 33,315,230</b>	<b>\$ 16,657,615</b>	<b>\$ 500,000</b>	<b>\$ 16,007,615</b>	<b>\$ 150,000</b>

<sup>1</sup> Sponsor share to be funded through Capital Chargeback Funds.

<sup>2</sup> The sponsor share of the project will be funded through the DCC Association.

<sup>3</sup> Reallocate funding from existing IT Upgrades Phase 1 and Phase 2.

<sup>4</sup> To be finalized upon completion of the design of Sitework Phase 1.

<sup>5</sup> To be finalized upon completion of the Hudson Hall Feasibility Study and Comprehensive Academic and Facilities Master Plan.

<sup>6</sup> These projects will be finalized upon completion of the Comprehensive Academic and Facilities Master Plan.

## Firearms and Weapons Policy

The possession, use, sale, or storage of firearms and/or weapons on any property owned, rented, or leased by Dutchess Community College or at any college-sponsored activity is prohibited. Only police officers, law-enforcement officials, and College peace officers who are acting in accordance with the requirements of their position are exempt from this policy.

Weapons are identified as:

- anything defined as a weapon as set forth in New York State Penal Law, Section 265.00;
- any instrument, device, or object designed or specifically adapted for the purpose of inflicting physical harm or death;
- any instrument, device or object possessed, carried, or can reasonably be used for the purpose of causing injury, incapacitation, or inflicting or threatening physical harm or death;
- any replica or “fake” copy of a weapon which can, to a reasonable person, seem real;
- any instrument, device or object possessed with the intent to potentially use against someone.

Attachment to Board of Trustees Resolution #2021-56, dated June 22, 2021

## AGREEMENT

THIS AGREEMENT, made this        day of        , 2021, by and between the BOARD OF TRUSTEES OF DUTCHESS COMMUNITY COLLEGE (hereinafter referred to as the "COLLEGE"), and the DUTCHESS COMMUNITY COLLEGE ASSOCIATION, INC., a membership corporation organized under the Membership Corporation Law of the State of New York, having its offices in the Town of Poughkeepsie, County of Dutchess and State of New York (hereinafter referred to as the "ASSOCIATION").

### WITNESSETH:

WHEREAS, the College desires to make available to the students at Dutchess Community College dining services, a bookstore, residence halls, vending, and a day care center, and is desirous of contracting with the Association to render all necessary services in connection therewith, and

WHEREAS, the Association is incorporated as a membership corporation for the purpose, among others, of operating and conducting activities and services for the students, community, alumni, faculty and staff of Dutchess Community College,

NOW, THEREFORE, it is mutually agreed between the parties as follows:

1. The College will make available such necessary space and area at College locations for the conduct of a bookstore for the sale and trading of all books necessary and incidental to such College locations and for the sale of incidental and related items that ordinarily constitute the inventory of such bookstore.
2. The College will make available such necessary space and area at College locations for the conduct of the day care center.
3. The College will make available to the Association facilities and space at the College locations for the conduct of dining services, and such necessary equipment, furniture, glassware, dishes, tableware and cooking equipment as are now on the premises.
4. The College will work with the Association to facilitate the operation of residence halls.



5. It is understood and agreed that the use of the areas referred to above by the Association shall not be exclusive, and the College reserves the right to continue to use the assigned areas for its own purposes and requirements. Such College use, however, shall not unreasonably impair the conduct of services by the Association.
6. The College does hereby agree that the Association shall have the right to place about the College locations, at points agreed on between the College and the Association, vending machines for soda, candy, entertainment and such other products as are ordinarily dispensed through such vending devices or other machines to include identification card service for students and employees of the College. This right herein granted to the Association shall be an exclusive right during the term of this Agreement.
7. The Association agrees to perform all necessary services in the rendering of dining services at the College. The Association further agrees that all food and merchandise so sold in dining services shall meet the minimum standards as established herein or as subsequently established by the College or its designee.
8. The Association agrees to perform all necessary services and purchase all necessary equipment, furniture and supplies for the establishment and maintenance of a day care center. Salaries of personnel operating the center shall be paid by the Association from the operating revenues of the day care center. The Association further agrees that it will meet all pertinent standards and secure all necessary certification, if any, relative to the conduct of a day care center from the Dutchess County Department of Health, the New York State Department of Social Services or any other relevant agency.
9. The Association agrees to perform all necessary services and purchase all necessary equipment, furniture and supplies for the establishment and maintenance of residence halls. Salaries of personnel operating the residence halls shall be paid by the Association from the operating revenues of the residence halls. The Association further agrees that it will meet all pertinent standards and secure all

necessary certifications, if any, relative to the conduct of residence halls from the Dutchess County Department of Health or any other relevant agency.

10. It is agreed that the Association shall maintain independent records of all expenses and disbursements of any and every nature and of all income of any and every nature incurred in the operation of dining services, student athletic activities and services, vending, bookstore, residence halls, and a day care center. All funds received and disbursed during each period between July 1st and successive June 30th shall be accounted for as of that June 30th.

During the contract period, no part of the funds or receipts received from operations during the contract period shall be expended for any purpose other than a purpose directly related to the operation of dining services, student athletic activities and services, vending, bookstore, residence halls, and day care center. Profits or losses resulting from the services rendered by the Association shall be determined annually as of June 30th. The Association shall retain the actual net profits up to an amount equal to 10% of gross sales from dining services, bookstore, residence halls, vending and a day care center. If actual net profits from these operations exceed 10% of gross sales, the excess will be divided equally between the Association and the College. In the event of a net loss under this contract, the Association will assume the loss and it will not be entitled to compensation from the College.

11. The Association agrees that there shall be an annual audit of the accounts of the Association by a Certified Public Accountant appointed by the Association and that the standard fee for such audit services shall be a charge against the Association and shall be an item of expense chargeable against the Association to be used as a cost factor by said party in the determination of the net profit for the contract period. The Association does hereby agree to file with the College the result of the annual audit of accounts. Any payment due the College shall be made on January 1st immediately succeeding the June 30th annual audit date.
12. The Association agrees that, at the end of this contract period, all sums due the College under paragraph "10" of this Agreement shall be kept in a fund separate and

apart from all other funds of the Association until payment is made under paragraph "11" of this Agreement. The Association agrees to file with the College, on request, a statement of all disbursements from funds earned under this or prior contract covering the prior annual period of operations; such statement will include an itemization of the firms, corporations or individuals to whom such payments are made. In the event that there is no renewal of this contract, then all funds arising from this contract then remaining in the hands of the Association at the time of termination shall be immediately paid over to the College.

13. This contract shall be deemed to cover the period from July 1, 2021 through June 30, 2026, regardless of the date of its execution. In no event shall this agreement be automatically renewed.
14. The College hereby reserves the right to cancel this Agreement on one-hundred and eighty days' (180) notice. On such cancellation, all funds in the hands of the Association in the account established for the services hereunder shall be immediately paid over to the College. Such funds shall be first applied to the liquidation of all accounts payable and outstanding debt on the books of the Association applicable to this agreement, and any balance then remaining shall be divided equally between the Association and the College. In the event that such funds are not adequate to meet the outstanding obligations, all other funds and assets of the Association shall be made available for the purpose of paying such debts.
15. In the event that, subsequent to the execution of this agreement, regulations and limitations relating to the services to be performed should be prescribed by the State University or the laws of the State of New York, they shall immediately become and be a part of this agreement as though they were included herein.
16. The Association agrees to file with the College a certificate evidencing: 1) adequate workers' compensation; 2) an insurance policy naming itself, the College and the County as an additional insured covering public liability in the minimum amount of \$1,000,000.00, which policy shall have a property damage clause in the minimum

amount of \$500,000.00 and include the ordinary manufacturers' and products' clauses to insure itself, the College and the County adequately against liabilities; and 3) a fire insurance policy covering the contents of dining services, bookstore, residence halls, and the day care center.

17. The Association agrees to maintain and service and to keep in good repair, subject to normal use and wear, all facilities used by the Association and to replace all broken, damaged or destroyed equipment, furniture or material used by the Association in the operations conducted under this agreement.
18. The parties further agree that, pursuant to Resolution No. 25, dated November 24, 1987, of the College and Resolution No. 491 of 1987 of the County Legislature, the Association is permitted to contract with outside agencies for the operation of dining services and vending operations. It is understood and agreed that, in the event the services are subcontracted by the Association, the Association shall obtain certificates of insurance from the subcontractor(s) to comply with the insurance provisions set forth in paragraph "16" hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ACCEPTED:

DUTCHESS COMMUNITY COLLEGE  
BOARD OF TRUSTEES

DUTCHESS COMMUNITY COLLEGE  
ASSOCIATION, INC.

By \_\_\_\_\_  
Chairperson

By \_\_\_\_\_  
President

STATE OF NEW YORK             )  
  ) ss:  
COUNTY OF DUTCHESS )

On this            day of                                    , 2021, before me, the subscriber, personally appeared Michael Dupree, to me known, who being by me duly sworn, did depose and say:  
That he resides at Hyde Park, New York; that he is the Chairperson of the DUTCHESS  
COMMUNITY COLLEGE BOARD OF TRUSTEES, the corporation described in and  
which executed the foregoing instrument; that he knows the seal of said corporation; that  
the seal affixed to said instrument is such corporate seal; that it was so affixed by order of  
the Board of Trustees of said corporation; and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK             )  
  ) ss:  
COUNTY OF DUTCHESS )

On this            day of                                    , 2021, before me, the subscriber, personally appeared Ellen Gambino, to me known, who being by me duly sworn, did depose and say:  
That she resides at Poughkeepsie, New York; that she is the President of the DUTCHESS  
COMMUNITY COLLEGE ASSOCIATION, INC., the corporation described in and which  
executed the foregoing instrument; that she knows the seal of said corporation; that the seal  
affixed to said instrument is such corporate seal; that it was so affixed by order of the Board  
of Directors of said corporation; and that she signed her name thereto by like order.

\_\_\_\_\_  
Notary Public