MISSION: SUNY Erie Community College meets the needs of a diverse student body and contributes to regional economic vitality by providing high-quality, flexible, affordable and accessible educational programs committed to student success.

VISION: SUNY Erie Community College will serve as an innovative learning resource by striving for universal access to lifelong learning, catalyzing economic and cultural development, and supporting a diverse and mobile student body.

I. 9:00 a.m. - Organizational Functions

A. Roll Call:
   - Timothy Callan
   - John V. Elmore
   - Todd P. Hobler
   - Leonard Lenihan, Chair
   - Kathleen M. Masiello, Secretary
   - Jeffrey W. Stone
   - Susan Swarts
   - Danise C. Wilson, Vice Chair
   - Tokunbo Adebayo, Student Trustee

B. Call to Order

PUBLIC RECOGNITION: SUNY Erie Athletics
- Men’s Swimming and Diving
- Women’s Swimming and Diving
- Men’s Basketball

II. Consent Agenda

Unless objections are raised, the following items are proposed to be adopted and approved by consent. Some of these items address issues which have been discussed by the Board in the past and/or are routine operational matters which do not involve new policy decisions. Other consent items are derived from provisions in existing, prior-approved labor contracts, capital construction programs or other Trustee initiatives. The consent agenda is presented for adoption as a single agenda item. Specific items may be removed by request of any Board member for discussion as a part of the regular agenda. The remaining items should then be adopted as a single agenda. Board approval of the Consent Agenda is required.
1. BOT Minutes – March 28, 2019 – Pg.5
2. Fees for Service requested for the Workforce Development (1) Community Education and (2) Corporate Training departments – Pg. 17
3. Advanced Studies Agreement requested between SUNY Erie and Iroquois High School by the Advanced Studies program – Pg. 19
4. Affiliation Agreements (five) requested by the SUNY Erie Division of Health Sciences with: Cancer Care of WNY, Concierge Dental Group, Select Rehabilitation, Town of Tonawanda Police Department-Emergency Medical Unit, and UPMC Chautauqua at WCA on behalf of the academic programs of Dental Assisting certificate; Emergency Medical Services Provider certificate, Emergency Medical Technology/Paramedics certificate and A.A.S. degree; Occupational Therapy Assistant A.A.S. degree; and Radiation Therapy Technology A.A.S degree – Pg. 24
5. SUNY Program Revision Proposal: Changes to an Existing Program (Form 3A) for the North Campus programs of (1) Environmental Science A. S. degree and (2) Mechatronics certificate – request approval to submit curricula changes – Pg. 67
6. Talent Management Agenda – Pg. 83

Potential Motion:
Request for a Motion to approve the Consent Agenda, Items #1 - 6

III. 9:10 a.m. - Committee Briefings

I: Financial Health: Chair, Tim Callan
For The Board’s Approval:
1. SUNY Erie 2019-2020 Draft Budget – Pg. 85
2. Executive Summary – Student Activity Fee Allocations Committee Recommendations – Pg. 121

Potential Motion:
Request for a Motion to approve the Financial Health Agenda Items #1 - 2

For The Board’s Information:
1. SUNY Erie – Auditors Communication for the Years Ended August 31, 2018 and 2017 – Pg. 123
2. SUNY Erie – Management Letter for the Year Ended August 31, 2018 – Pg. 138
3. SUNY Erie – Financial Statements for the Years Ended August 31, 2018 and 2017 – Pg. 142

II: Policy & Governance: Chair, Kate Masiello
For The Board’s Approval:
1. BOT Bylaws Draft to be Approved 04.25.2019 – Pg. 220

Potential Motion:
Request for a Motion to approve the Policy & Governance Agenda Item #1

For The Board’s Information:
1. Athletics Participation Policy – Pg. 245
2. Advisory Groups Policy – Pg. 247
III: Advancement: Chair, Kate Masiello
For The Board’s Approval:
1. ECC Foundation Operating Agreement – Pg. 250

Potential Motion:
Request for a Motion to approve the Advancement Agenda Item #1

IV: Strategic Planning and Assessment:

V: Student Success and Diversity: Co-Chairs, Susan Swarts and Danise Wilson
For The Board’s Approval:
1. Advisory Council appointments requested by SUNY Erie for the Library Resource Center and for the Associate of Applied Science degree program of Paralegal – Pg. 281
2. Agreement requested between SUNY Erie and the County of Erie through the Erie County Department of Social Services for the purchase of Youth Engagement Services (YES) — Renewal – Pg. 300
3. Agreement requested between SUNY Erie and Hobsons to acquire the student success software Starfish by piggyback on SUNY a Master Services Agreement T003328 – Renewal – Pg. 356

Potential Motion:
Request for a Motion to approve the Student Success and Diversity Agenda Items #1 - 3

For The Board’s Information:
1. MINUTES – March 12, 2019 – Student Success and Diversity – Pg. 399

IV. 9:40 a.m. - Report of the Chair

A. General Report/Updates
   a. Resolution – SUNY Board Chairman H. Carl McCall, Retirement – Pg. 404

B. Ad Hoc Committee Reports
   a. Marketing – Chair, Len Lenihan
   b. Technology
   c. Curriculum – Chair, Todd Hobler
   d. Talent Management – Chair, Susan Swarts

V. Report of the President

A. General Report/Updates
VI. 10:00 a.m. - Student Trustee Report

VII. College Senate Report

VIII. Affiliated Entities Report

IX. 10:30 a.m. - Old Business

X. New Business

XI. Executive Session, if requested

RESOLVED, that the Board of Trustees of Erie Community College conduct an Executive Session pursuant to Public Officers Law §105, subsection (e): collective negotiations pursuant to Article 14 of the Civil Service Law and (f): the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline suspension, dismissal or removal of a particular person or corporation.

Potential Motion:
Request for a Motion to go into Executive Session

XII. 11:00 a.m. - Monthly Learning Opportunities

• JMZ Presentation – Comprehensive Academic and Facilities Master Plan Update – Pg. 401

XIII. 12:00 p.m. - Schedule of Next Month’s Meeting

The next meeting of the SUNY Erie Board of Trustees Informational/ Educational Session scheduled for Thursday, May 30, 2019 at 9:00 a.m. at SUNY Erie City Campus.

XIV. Adjournment

Potential Motion:
Request for a Motion to adjourn the meeting
MISSION:
SUNY Erie Community College meets the needs of a diverse student body and contributes to regional economic vitality by providing high-quality, flexible, affordable and accessible educational programs committed to student success.

VISION:
SUNY Erie Community College will serve as an innovative learning resource by striving for universal access to lifelong learning, catalyzing economic and cultural development, and supporting a diverse and mobile student body.

I. ORGANIZATIONAL FUNCTIONS

A. ROLL CALL:
   Leonard Lenihan, Chair
   Kathleen M. Masiello, Secretary
   Dennis Murphy
   Susan Swarts
   Danise C. Wilson, Vice Chair
   Tokunbo Adebayo, Student Trustee

   EXCUSED/ABSENT: Trustees Callan, Elmore and Hobler

   OTHERS PRESENT:
   Dan Hocoy, President
   Doug Scheidt, Provost & EVP of Academic & Student Affairs
   Michael Pietkiewicz, EVP Advancement and Efficiencies
   Penelope Howard, CFO & SVP of Administration and Finance
   Kellie LaPiana, Assistant to the Board of Trustees
   Allison McCarthy, Assistant to the President
   Tracey Cleveland, AVP Human Resources
   Tracy Archie, Chief Diversity Officer
   Nora Clark, VP of Student Affairs
   Fabio Escobar, VP IRAAP
   Steven Smith, VP Enrollment Management
B. Call to Order

The meeting was called to order at 9:10 a.m. With six (6) Trustees present, a quorum was declared.

II. Consent Agenda

Unless objections are raised, the following items are proposed to be adopted and approved by consent. Some of these items address issues which have been discussed by the Board in the past and/or are routine operational matters which do not involve new policy decisions. Other consent items are derived from provisions in existing, prior-approved labor contracts, capital construction programs or other Trustee initiatives. The consent agenda is presented for adoption as a single agenda item. Specific items may be removed by request of any Board member for discussion as a part of the regular agenda. The remaining items should then be adopted as a single agenda. Board approval of the Consent Agenda is required.

1. BOT Minutes – February 7, 2019
2. SUNY Forms submittal to SUNY requests:
   a. SUNY Form 1A “Program Announcement: Undergraduate Degree Proposal” for the South Campus A.O.S. degree and certificate programs in Automotive Service Technician Cooper
   b. SUNY Form 5 “Proposal to Deactivate and/or Discontinue a Program” for the North Campus A.A.S. degree program of Environmental Technology GeoScience – request approval to submit
3. Dual Admission Program Agreement requested between SUNY Erie and St. John Fisher College by SUNY Erie’s Advanced Studies department
4. Single Event License Agreement requested between SUNY Erie and the Buffalo Bills, LLC for Law Enforcement Training Academy (LETA) use of space and facilities within the building and grounds of New Era Field – renewal

Motion to Approve the Consent Agenda, Items #1-4
Moved: Trustee Masiello; Second: Trustee Murphy; Action: Motion passed (6 – 0)

III. Committee Briefings

I: Financial Health: Chair, Tim Callan

For The Board’s Approval:

Penny Howard, CFO & SVP of Administration and Finance, and Tracey Cleveland, AVP Human Resources, presented the following three items that have been vetted and moved forward from the Financial Health Committee for the Board's approval.

1. RFP for Compensation and Classification Study

Motion to Approve the RFP for Compensation and Classification Study
Moved: Trustee Masiello; Second: Trustee Murphy; Action: Motion passed (6 – 0)

2. RFP for Signage and Wayfinding
Motion to Approve the RFP Signage and Wayfinding
Moved: Trustee Wilson; Second: Trustee Masiello; Action: Motion passed (6 – 0)

3. Resolution – Treasurer of the College

Motion to Approve the Resolution – Treasurer of the College
Moved: Trustee Swarts; Second: Trustee Murphy; Action: Motion passed (6 – 0)

For The Board’s Information:
1. SUNY Erie Audit Draft Management Letter
2. SUNY Erie Draft Financial Statements
3. Finance Dashboards
4. Supplier Report
5. Petty Cash February 2019
6. Facility Rentals
7. Employer Liability Maximum Monitoring Report
8. Monthly Vacancy Report
9. SUNY Erie Capital Projects Report

Trustee Murphy questioned if the Financial Health Committee reviewed and accepted the presentation from the independent accountants. Penny Howard stated that they did. Trustee Murphy asked if action was taken. Ms. Howard said she believed so. Trustee Murphy also asked what kind of briefing and highlights the Board should have regarding the volumes of numbers presented in the report they received. Ms. Howard asked if the Board would like the audit firm to make a presentation and answer questions. Trustee Murphy noted that one of the key components of Board service is for Trustees to understand the financial health of the institution. Trustee Murphy noted that the independent auditor’s review and the Management letter that accompanies it are key information items the Board must review and digest. Ms. Howard stated she will reach out to the auditors and arrange for them to address the Board. Trustee Masiello stated that because the auditors recommend policies, Trustees should hear their reasoning and their recommendations, which will then be taken to the Policy Committee for review.

The January 15, 2019 Financial Health Minutes were presented to be received and filed.

II: Policy & Governance: Chair, Kate Masiello
For The Board’s Approval:

Trustee Masiello presented the following three Board policies that have been vetted and moved forward from the Policy and Governance Committee for the Board’s approval.

1. Hiring Policy

Trustee Masiello requested that the Hiring Policy will be amended to read:

*The Board of Trustees will review and accept or approve as appropriate the recommendation offered by the appropriate Committee at each business meeting of the Board of Trustees.*

Motion to Amend the Hiring Policy
Moved: Trustee Murphy; Second: Trustee Adebayo; Action: Motion passed (6 – 0)

Chair Lenihan thanked Trustee Masiello for making the language in this policy more evergreen and for all her efforts. Trustee Masiello noted that this proposed policy, as is true of all the recommendations of the
Policy Committee, is the result of the efforts of the hard work of the entire Committee and thanked them for their efforts.

Motion to Approve the Hiring Policy as amended
Moved: Trustee Murphy; Second: Trustee Adebayo; Action: Motion passed (6 – 0)

2. Spend Authority Delegation Policy

Motion to Approve the Spend Authority Delegation Policy
Moved: Trustee Masiello; Second: Trustee Murphy; Action: Motion passed (6 – 0)

3. Resolution Executive Spending Authorization to $30,000

Trustee Wilson requested that this Resolution be amended to require that the spending amount of $30,000 be reported to the Board, perhaps via the Budget and Audit Committee and recorded in the Board of Trustees Minutes. Penny Howard reported that currently the Financial Health Committee is informed via the Vendor Report all spending over $10,000. Ms. Howard stated that this is the process they use to report what is being spent to the Trustees. Trustee Wilson recommended that the Vendor Report be shared with the Board in whole, rather than presenting a verbal report to the Board and sharing the entire report with just the Financial Health Committee.

Trustee Wilson made a motion to Amend the Resolution Executive Spending Authorization to $30,000
Moved: Trustee Wilson; Second: Trustee Murphy

Motion to Approve the amended Resolution Executive Spending Authorization to $30,000
Moved: Trustee Wilson; Second: Trustee Murphy; Action: Motion passed (6 – 0)

4. Sexual Misconduct Policy

Motion to Approve the Sexual Misconduct Policy
Moved: Student Trustee Adebayo; Second: Trustee Swarts; Action: Motion passed (6 – 0)

The following two items were tabled for later action:

5. Resolution Regarding Waiver of 30-Day Notification for Revision of Bylaws
6. BOT Bylaws Draft to be Approved 03.28.19

Chair Lenihan requested that items #5-6 be tabled until the April 25, 2019 Board Meeting

For The Board’s Information:

Trustee Masiello presented one managerial policy for the Board’s acceptance, which has been vetted and recommended by the Policy and Governance Committee.

1. Consensual/Romantic Relationship Policy
2. MINUTES – January 11, 2019 – Policy and Governance
3. MINUTES – February 8, 2019 – Policy and Governance

The January 11, 2019 and February 8, 2019 Policy and Governance Minutes were presented to be received and filed.
III: Advancement: Chair, Kate Masiello

For The Board’s Information:
1. MINUTES – November 9, 2018 – Advancement
2. MINUTES – December 14, 2018 – Advancement
3. MINUTES – February 8, 2019 – Advancement

Trustee Masiello reported that the Advancement Committee has been working on the Gala, the ECC Foundation’s major fundraiser. Trustee Masiello asked that every Board Member consider participating and urged them to become members of the Gala Committee and to share their networks with the Gala Committee.

Trustee Masiello noted that work continues on drafting and finalizing the MOU between the College and the ECC Foundation.

The November 9, 2018, December 14, 2018 and February 8, 2019 Advancement Minutes were presented to be received and filed.

IV: Strategic Planning and Assessment: Chair, Dennis Murphy

For The Board’s Information:
1. MINUTES – November 7, 2018 – Strategic Planning and Assessment

Trustee Murphy reported that at its March 13, 2019 meeting of the members of the Strategic Planning and Assessment Committee determined that their meetings can now be held quarterly. Trustee Murphy noted that the Secretary for all Committees will be distributing each Committee’s descriptions for the members’ review each year. CAP items were distributed to each Committee for annual review. Each Committee must report relevant CAP compliance items each year.

Trustee Murphy reported that he and President Hocoy met with JMZ when they were in town and he reported their conversation to the Board.

The November 7, 2018 Strategic Planning and Assessment Committee Minutes were presented to be received and filed.

V: Student Success and Diversity: Co-Chairs, Susan Swarts and Danise Wilson

For The Board’s Approval:
1. Advisory Council appointments requested by SUNY Erie for the associate degree programs of Business Administration, Electrical Engineering and Nursing

Motion to Approve the Advisory Council Appointments
Moved: Trustee Swarts; Second: Trustee Wilson; Action: Motion passed (6 – 0)

2. Memorandum of Understanding (MOU) requested between SUNY Erie and Horizon Health Services, Inc., by Student Affairs for students in need of behavioral health care

Motion to Approve the MOU between SUNY Erie and Horizon Health Services
Moved: Trustee Adebayo; Second: Trustee Murphy; Action: Motion passed (6 – 0)
Trustee Wilson read the following report on Academic Dismissal:

A new policy was approved by the BOT which changed the standards by which students are academically dismissed. The changes will result in fewer students being dismissed and more being placed on Academic Probation. Dave Arlington and his IT staff worked with the Academic Standards team to update all the programming. A new effort is underway to provide intervention to students on Academic Probation. 13 staff members (Counselors/Mentors) were assigned a cohort of probationary students to work with in Fall 2018. The number of staff involved has increased to 22 staff members who have been assigned a cohort during Spring 2019. They are utilizing Starfish to build success plans for each probationary student. Data will be tracked on the success of these interventions. We have data on two cohorts now, enabling us to track progress and make adjustments as needed.

Following Spring 2018, 1137 students were placed on Academic Probation 1. 421 (or 37%) returned in Fall 2018. Of those 421, 164 (39%) moved to Good Standing for Spring 2019. 257 (24%) moved to Probation 2 for Spring 2019. Of those 257, 115 (45%) registered for Spring 2019.

Following Fall 2018, 1087 students were placed on Academic Probation 1. 526 (48%), returned in Spring 2019.

For The Board’s Information:
1. Commission on Dental Accreditation (CODA) February 26, 2019 regarding Status: Approval without Reporting Requirements
2. MINUTES – December 5, 2018 – Student Success and Diversity
3. MINUTES – January 23, 2019 – Student Success and Diversity
4. MINUTES – February 20, 2019 – Student Success and Diversity

The December 5, 2018, January 23, 2019 and February 20, 2019 Student Success Planning and Assessment Minutes were received and filed.

IV. Report of the Chair

A. General Report/Updates

Chair Lenihan reported that on February 28, 2019 the Board had an Informational/Educational meeting regarding discussion of potential Bylaws changes regarding the committee structure. Chair Lenihan reported that changes to the four Committees will be addressed at the April 25, 2019 Board Meeting. Chair Lenihan reported that the Budget and Audit and Strategic Planning committees will now meet quarterly. The Policy and Governance Committee is expected to move to quarterly meetings eventually, but until further notice they will continue to meet monthly, due to the number of policies that need to be reviewed and drafted. The Student Success Committee expects to meet bi-monthly.

B. Ad Hoc Committee Reports

a. Marketing – Chair, Len Lenihan

Chair Lenihan reported that a meeting was held in February with the newly structured Marketing Committee which will be meeting quarterly. Chair Lenihan reported that during the February Marketing
Committee Meeting, Paula Sandy, Director of Marketing and Communications, reported on how they are shifting the expense of SUNY Erie’s advertising budget from traditional TV/Radio to more online avenues. Chair Lenihan stressed the importance of being able to reach students with our advertising. The next Marketing meeting will be in May. Chair Lenihan commended Paul Sandy for doing a great job with Marketing for SUNY Erie.

b. Technology – Chair, Dennis Murphy

Trustee Murphy reported that as an Ad Hoc Committee, the Technology Committee does not intend to meet at any scheduled time but will meet if there are items that need Board attention. Trustee Murphy reported that Meena Lakhavani, CIO and VP CITS, gave a presentation at the February Informational/Educational meeting for the Board on Workday regarding updates and the progress to date. Trustee Murphy noted that Ms. Lakhavani informed them that that we are on target and are within the budget that was estimated. Workday Grant and Staff Recruiting modules have been added for implementation and were not part of the initial College requirements but are additions that add to ongoing Workday subscription cost.

c. Curriculum – Chair, Todd Hobler

No Report
d. Talent Management – Chair, Susan Swarts

No Report

V. Report of the President

A. General Report/Updates

President’s Report to the Board of Trustees
March 28, 2019

Current Enrollment:
Spring 2019 headcount is down 418 heads over Spring 2018, representing a 3.86% headcount drop; Spring 19: Headcount 10,399; Spring 18: Headcount 10,817

Spring 2019 FTE is down 5.34% (-205.02 FTE) over the same period in Spring 2018; Spring 19 FTE: 3,635.75; Spring 18 FTE: 3,840.77

Advanced Studies Enrollment:
Advanced Studies over this past year has yielded 40 additional courses, 85 additional seats filled, an increase of 7 FTE and an increase of $67,000 in gross revenue over the 2017-18 academic year. Staff is examining ways to build on this momentum.

Current Persistence:
For the Spring 2019 term, Fall to Spring Persistence is at 64.7% vs. the Spring 18 term at 64.51%, a slight increase.

President Hocoy noted that Trustee Masiello requested that he discuss advocacy for community colleges in the State Budget. Dr. Hocoy reported that as of Tuesday of this week, both the Senate and Assembly passed their first budget bills regarding debt services. The remaining bills which include all the
provisions concerning SUNY operations and funding are still in negotiations. President Hocoy discussed the FTE funding models being supported by each of the three branches of state government; Executive, Senate and Assembly. He reported that the College has been busy lobbying with our elected officials and noted that a sample copy of the letters that were mailed to the Legislators was sent to all Trustees earlier this morning. Dr. Hocoy previously sent out a punch list to the Trustees to use for discussions with people of influence, helping to ensure a consistent message.

Proposed Enrollment Strategies: Recruitment, Retention & Program Development

1. RECRUITMENT

- **Advanced Studies**
  President Hocoy has been personally visiting high schools, their principals, superintendents and counselors to make sure they are aware of all that SUNY Erie has to offer their students.

  A team is currently examining where we may have room to increase course offerings. In addition to Math and English there is a desire to add courses like Intro to Industrial Tech, Biotech, and College Success Skills.

  We are also working to expand our Advanced Studies offerings into districts where we don’t currently have a presence. President Hocoy recently met with Superintendent Kriner Cash and his team to discuss providing Advanced Studies in Buffalo Public Schools. We are currently looking into seeking funding for this purpose.

Trustee Wilson referred to the Recruitment Report and technology programs and stated that she sees a few holes in the pipeline that should be addressed. She understands that we are concerned about FTE’s and their financial impact, but in addition to offering technology courses to students we need to provide support services to students focusing on credits and helping them find a home at SUNY Erie. She further stated that there has to be something in place to plug the pipeline holes so SUNY Erie becomes a student’s first choice. The entire SUNY Erie team needs to understand that this is our only chance to make a good first impression. Prospective students evaluate the institution when making their decision about where to attend college. President Hocoy stated that the College is addressing this by combining our Admissions staff with our Advanced Studies Team.

Student Trustee Adebayo referred to a program at UB called Taurus whereby students coming into the College can plug in their course and see how it articulates with the College. He noted that we have the technology and expressed hopes that we could provide this same service to our students.

- **Recruitment into terminal, career-focused certificates and associates degrees**
  We have a new Focus in Recruitment into terminal, career-focused certificates & Associates Degree programs. This is the unique niche for SUNY Erie without competition from the 4-year institutions.

  With these programs, we are:
  - Targeting recruitment into under-enrolled programs while filling empty seats in job-ready programs (e.g., HVAC).
  - Expanding capacity in existing, in-demand programs (e.g., Auto Tech, Health Information Technology)

- **Program Development**
We are looking at new program development in the areas of Micro-credentials, Certificates & In-Demand Degrees that are responsive to student and employer demand

- The first course in the Facebook Digital Marketing Certificate through Continuing Education is expected to launch this summer with the second course currently slated for a September launch.
- We are currently working on Homeland Security and Welding Certificates, as well as an Auto AOS Degree

Examining our shifting demographic means we need to continue working toward more flexible options for working adults

- Over this next year, we will continue the Expansion & Enhancement of Online Offerings, especially examining those programs that are currently 75% online that could be shifted to a 100% online format to make it easier for students to complete their coursework.
- We are also exploring Multiple Start Dates Within a Term to accommodate student schedules and are hoping for a Fall 2020 Projected Start with this project

2. RETENTION

Keeping in mind our principle of “Students First”, we are taking a number of steps to help our students stay on track toward degree completion:

- We are currently engaging in a COMPLETE REDESIGN of our Advisement Model. It will now be a seamless integration of the whole student life cycle, from admissions to graduation.
- We are using Early Alerts & follow-up to identify students struggling with academic or personal challenges and reaching out to strategize solutions with the student while there is still time to remediate the semester.
- We are encouraging the use of these academic supports like tutoring and peer mentoring to students who currently don’t take advantage of the services.
- Recognizing that financial challenges are one of the three main reasons for attrition, we are working on models for payment plans and completion/emergency loans. For fall 2019 registration, we will be doing an awareness campaign surrounding OER/AIM courses for students.

Athletics

- Our swimming and diving and men’s basketball teams excelled on the national stage in the past few weeks.
- In Swimming and Diving, the women’s team took home the top spot in the NJCAA Tournament for non-scholarship programs in a tie with Monroe Community College, while on the men’s side, sophomore Jonathon Pilat set the bar by breaking four school records during the championships.
- This past weekend, the men’s basketball team ended their amazing season with a 4th place finish at the NJCAA Division 3 National Championships.
- Congratulations to our Athletic Director Steve Mullen, as well as our coaches and our athletes on their achievements.

Chair Lenihan requested that the Board recognize these athletes. President Hocoy requested that Kellie LaPiana, Assistant to the Board, Allison McCarthy, Assistant to the President and Steve Smith, VP Enrollment Management, organize something by the end of the semester.
Academic Affairs

- Two SUNY Erie PTK Honor Students made the All-USA Academic Teams. Congratulations to Ahmad Rashid, who made the first team and Kelly Rivera, who made the third team.
- The Annual Spring Arts Festival will be held at North Campus on May 1 and will include a one-act comedy titled The Whatsit, a joyous romp about time travel by Jon Jory.
- The Annual Open Studios Symposium will be held at South Campus April 8th through the 11th. Activities will include debates, art studio exhibits and competitions, and poetry readings with open mic.
- Congratulations to North Campus English Professor Perry Nicholas whose poem 'Where Did They Go?' appeared in the March issue of the prestigious Chronogram, a Hudson Valley arts journal.
- At the request of County Executive Poloncarz, the One Stop Career Center held a job fair at the South Campus on February 20. The 60 businesses that participated reported 276+ interviews are anticipated (based on employer evaluations received) as a result of the job fair.
- In collaboration with FeedMore WNY, a new food pantry opened at City Campus on February 25. The pantry is staffed by SUNY Erie One Stop employees and is serving approximately 40 students per week. We anticipate opening additional pantries at the North and South campuses in the next few months.

Enrollment Management

- Career Services is hosting its annual Career and Internship Fairs April 2nd through the 4th. The fairs are open to students, alumni and community members. More than 70 employers are expected to participate.
- The Enrollment management directors are participating in a twelve-month customer service improvement program that is designed to help identify knowledge gaps and improve the hand-off process between offices.
- In an effort to provide better customer service, a change in procedure enabled Financial Aid to start the intake process for the 2019-20 federal financial aid applications 3 weeks earlier this year. Doing this allows our students more time to react should they need to provide additional documentation to complete their application.
- In collaboration with ITS and IRAAP, Enrollment Management has been developing the student side of Workday to ensure we are on target to transition student enrollment to Workday for the fall 2020 semester.

Student Services

- SUNY Erie is hosting SUNY’s Got Your Back from 10 a.m. to 2 p.m. today in the South Campus cafeteria to raise awareness about issues related to sexual violence. SUNY Erie students, faculty and staff are filling approximately 1,000 backpacks with toiletries to donate to local community agencies that provide services to survivors of domestic and sexual violence.

Human Resources:

- Human Resources will expand Workday processes to eliminate paper forms for additional duties, extended hours and overtime this month. The Department’s recent training offerings for faculty and staff have included workplace civility, recognition, and accountability.

Equity, Diversity and Inclusion
• The Equity and Diversity office will be submitting a proposal to participate in SUNY’s new PRODiG initiative. This initiative aims to increase the representation of historically underrepresented faculty at SUNY, including underrepresented minority and women faculty in STEM fields.

• A statement on SUNY Erie’s commitment to supporting and sustaining a diverse and inclusive educational environment that helps students realize their full potential is included on this month’s agenda for Board approval. It is necessary that diversity, equity and inclusion become values practiced at every level of the organization from recruitment, teaching, and student development, to community engagement and outreach.

President Hocoy noted that there needs to be an amendment in the statement. Tracy Archie, Chief Diversity Officer, reported that faculty and staff needed to be added to the statement. The amended statement reads:

_We commit to supporting students, faculty and staff in developing their understanding, awareness and recognition of the power of diversity, equity and inclusion._

At this time, President Hocoy respectfully requested that a Board vote be taken to accept the amended statement for inclusion in SUNY Erie’s values and goals.

a. Equity, Diversity and Inclusion Statement

**Motion to Approve the amended Equity, Diversity and Inclusion Statement**
Moved: Trustee Masiello; Second: Trustee Wilson; Action: Motion passed (6 – 0)

Student Trustee Tokunbo Adebayo had questions regarding Northland for President Hocoy. President Hocoy gave an update on the situation. Trustee Wilson and Student Trustee Adebayo suggested having a separate meeting offline to discuss issues related to Northland.

VI. **10:00 a.m. - Student Trustee Report**

Tokunbo Adebayo, Student Trustee, gave special thanks to Tracy Gast, AVP of College Safety and Security, and Anthony Gadley, Principal Security Officer, for working with SGA to continue to make the College safe without making our campuses seem “police state-like”. Student Trustee Adebayo reported that SGA is working with Nora Clark, VP of Student Affairs, to transfer to a more legacy based model for Student Government to have a more consistent flow that will help for the future. Student Trustee Tokunbo Adebayo reported that when speaking with different stakeholders in the institution he feels that sometimes when it comes to students’ success the College sometimes gets stuck in old ways and are unwilling to pivot and find new solutions. Trustee Adebayo candidly but respectfully challenged every professional in this room to pivot and not just give up in the face of challenge. He then quoted Jim Carrey, “Do not make fear-based decisions disguised as practicality.”

VII. **College Senate Report**

Colleen Quinn, Chair, College Senate, reported on the following items: Buffalo Equity Roundtable, Academic Integrity Taskforce, College Senate nominations and SUNY OER. The next meeting is scheduled for Tuesday, April 9th at 2:30 p.m. at North Campus.
VIII. Affiliated Entities Report

No Report

IX. 10:30 a.m. - Old Business

X. New Business

Trustee Masiello repeated her request to Trustees to consider joining the Foundation’s Gala Committee.

XI. Executive Session, if requested

RESOLVED, that the Board of Trustees of Erie Community College conduct an Executive Session pursuant to Public Officers Law §105, subsection (e): collective negotiations pursuant to Article 14 of the Civil Service Law and (f): the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline suspension, dismissal or removal of a particular person or corporation.

Chair Lenihan stated he will not ask for an Executive Session

XII. 11:00 a.m. - Monthly Learning Opportunities

Chair Lenihan stated that the SUNY Erie Trustees and the ECC Foundation will be holding a Joint Meeting immediately following this meeting.

XIII. 12:00 p.m. - Schedule of Next Month’s Meeting

The next meeting of the SUNY Erie Board of Trustees is scheduled for Thursday, April 25, 2019 at 9:00 a.m. at SUNY Erie South Campus.

XIV. Adjournment

There being no further business to come before this body, upon a motion duly made, seconded and carried, the meeting was adjourned at 11:12 a.m.

Respectfully Submitted,

__________________________
Kate Masiello, Board Secretary

11:15 a.m. - SUNY Erie/ ECC Foundation Joint Meeting

An Informational/Educational Meeting between the SUNY Erie Trustees and the ECC Foundation was held at this time. No action was taken.
ECC Board of Trustees
Executive Summary

Date: April 25, 2019
Subcommittee: Consent Agenda

Agenda Item: Fees for Service requested for the Workforce Development (1) Community Education and (2) Corporate Training departments
This item is: For Board's Approval
Backup Documentation: Attached to this document

Background Information:
The addition of new Fees for Service instructors will provide (1) additional expertise and potential for new and improved classes in non-credit training opportunities specifically related to Community Education where instructors will provide expertise to the Clean Energy Workforce Education Collaborative project grant (developed jointly by SUNY Erie with Buffalo State College as the lead applicant and in cooperation with Jamestown Community College, Herkimer Community College and Niagara County Community College); and (2) in Corporate Training, new instructors will provide additional expertise in Project Management, Emergency Management and Information Technology course offerings.

Reasons for Recommendation:
This request will provide additional and new Fees for Services instructors for the: (1) Community Education department’s Clean Energy Projects and will provide industry expertise for the Clean Energy Workforce Development curriculum development and instruction; and (2) Corporate Training department for emergency management and information technology training classes as well as project management and leadership training.

Fiscal Implications:
(1) The Community Education Department was awarded a $160,000 Performance Improvement Fund grant “Clean Energy Workforce Development Opportunity Program/Project.” (2) The Corporate Training Department will have the potential to offer additional offerings to its corporate clients in Project Management and Information Technology, with an expected impact of $5,000 in the current fiscal year. Additional expertise will enhance the depth of instructors utilized to deliver classes for the department’s current NYSDOL Hazard Abatement Board grant, funded for $133,624 in the current year.

Consequences of Negative Action:
Loss of revenue and the inability to meet customer requests for training and grant outcomes.

Steps Following Approval:
Development of new programming and training opportunities for individuals and corporate clients.

Contact Information If Any Questions:
Doug Scheidt, Ph.D., Provost and Executive Vice President
Phone: (716) 851-1500 / email: scheidt@ecc.edu

John Slisz, Director of Professional Development and Workforce Training, City Campus
Phone: (716) 851-1851 / email: slisz@ecc.edu
### Fees for Service April 2019

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<th>State</th>
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<td>Ashley Regan</td>
<td>185 Washington Avenue</td>
<td>Kenmore</td>
<td>NY</td>
<td>Clean Energy Curriculum Development and Instruction</td>
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<td>ENTECH Engineering Inc.</td>
<td>PO Box 871</td>
<td>Block Island</td>
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<td>Clean Energy Curriculum Development and Instruction</td>
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<td>Solar Energy International</td>
<td>39845 Mathews Lane</td>
<td>Paonia</td>
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<td>Clean Energy Curriculum Development and Instruction</td>
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<td>Thomas G. Ferrentino</td>
<td>74 Suzette Drive</td>
<td>Buffalo</td>
<td>NY</td>
<td>Emergency Management and Information Technology training</td>
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<tr>
<td>Trinity Leadership Consulting, LLC</td>
<td>3840 East Robinson Rd</td>
<td>Amherst</td>
<td>NY</td>
<td>Project Management and Leadership training</td>
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ECC Board of Trustees

Executive Summary

Date: April 25, 2019

Subcommittee: Consent Agenda

Agenda Item: Advanced Studies Agreement requested between SUNY Erie and Iroquois High School by the Advanced Studies program

This item is for: For Board’s Approval

Backup Documentation: Attached to this document

Background Information:
This agreement will provide an opportunity for Iroquois High School students to receive SUNY Erie course credit for the designated courses they are enrolled in at the high school.

Reasons for Recommendation:
To provide college credit to high school students and a seamless transition between secondary and post secondary educational institutions. The Advanced Studies agreement template was agreed to by the FFECC and the college. Addendums designating specific courses and high school instructors will be prepared as they are identified and approved by the high school principal and Advanced Studies coordinator.

Advanced Studies Enrollment

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<tr>
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<td>3,086</td>
<td>2,774</td>
<td>2,669</td>
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<tr>
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<td>11.2% &gt;</td>
<td>3.9% &gt;</td>
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<tr>
<td>FTE</td>
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<td>316</td>
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<td>% of change</td>
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<td>20.2% &gt;</td>
<td>16% &lt;</td>
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Fiscal Implications:
Increase full-time equivalent (FTE) and the potential for enrollment of students into degree and certificate programs as matriculated students.

Consequences of Negative Action:
Loss of potential student enrollment.

Steps Following Approval:
At the end of each course, SUNY Erie faculty will submit grades through Web Advisor. SUNY Erie’s Advanced Studies coordinator will follow up at the high school with Advanced Studies lecturer(s) and students and will also register interested students for SUNY Erie courses per agreement.

Contact Information If Any Questions:
Douglas M. Scheidt, Ph.D., Provost and Executive Vice President
Phone: (716) 851-1500/email: scheidt@ecc.edu
SUNY ERIE COMMUNITY COLLEGE

ADVANCED STUDIES
AGREEMENT

with

Iroquois High School

SUNY Erie Community College is committed to offering quality college-level coursework to interested and qualified high school students in order to enhance student learning in high school and better prepare students for the transition into the first year of college.

In the event that the school district chooses to offer SUNY Erie credit courses for high-school students taught in the high school by an SUNY Erie authorized high school teacher, the best quality experience will be provided through a collaborative effort between the faculty of the school district and the college. The following procedures shall apply:

1. Every year the Faculty Federation of Erie Community College President will appoint an Advanced Studies Committee consisting of four FFECC members, with representation from all three campuses. This committee will meet with the Advanced Studies coordinator, the appropriate academic supervisor, and the Vice President for Enrollment Management or designee, and will be responsible for an annual review of the Advanced Studies program, for assuring that all provisions of this agreement are upheld, for reviewing agreements or contracts with the high schools, and for assisting the Advanced Studies coordinator in communicating with the academic departments.

2. The Advanced Studies coordinator will annually poll all department chairs regarding their interest in providing Advanced Studies courses to high school students. Only those Academic Units who express interest shall provide such courses.

3. Specific Advanced Studies classes may be requested by the Advanced Studies coordinator to all the department chairs in the appropriate Academic Unit; or the Unit may propose such classes to the coordinator. Each class must be approved in writing by all the chairs in the Unit before they are offered to high school students. Additional sections of the same course must be similarly approved. Following the model of articulation agreements, these decisions may be reviewed by the chairs of the academic unit yearly. The Unit may choose not to run a previously approved course in the following semester by the schedule-submission deadline for that semester.

4. The appropriate College academic unit will be the unit that offers the course at the campus that is closest in distance to the high school that is requesting the ECC course. If no one from that campus is interested in being the lead teacher, then the class may be offered to the Unit departments on the other campus.
5. The quality of the Advanced Studies class will be reviewed periodically by any or all of the following means:
   a. Review of course materials, assignments and expectations of students by the department lead faculty member.
   b. Peer observations: The sponsoring department will designate a full-time faculty member of record whose name will be assigned to the course on the Course Schedule. This lead teacher will be designated by using the FFECC contractual method of selecting overload. The lead teacher will be responsible for all record keeping aspects of the course. These responsibilities include: orientation of the high school teacher, review of all instructional materials, course outline, class syllabus, examinations or other assessments, the capstone activity for the class, submission of all final grades for the class, coordination with SUNY Erie administrative officers, and, in cooperation with the high school teacher, assignment of final grades. This lead teacher is responsible for the content and quality of the course; for assuring that the Advanced Studies class is taught at a college level; that laboratories and other facilities, equipment and materials are appropriate to the college course; and that the class is in all respects equivalent to the course as taught at the College. A minimum of one site visit per class must be conducted by the lead teacher each semester, and the site visit form filled out and signed by the lead teacher and the department chair, and submitted to the Advanced Studies office by the end of the class. The high school will be expected to make accommodations to allow this to happen.

6. The maximum number of students in a high school Advanced Studies class will be determined by the class size used on the lead teacher’s campus for that course.

7. The lead teacher will receive one (1) contact hour credit for the assignment of each dual credit course per site. When multiple sections of a course occur, the lead teacher will receive one-half (1/2) contact hour credit for each additional section for the same course with the same high school teacher. Each new course and each new high school teacher assigned will constitute a one (1) full new contact hour.

8. In the case where a high school is granted written approval by the Academic Unit to extend instruction of the SUNY Erie course to match their one-year course, the lead teacher will receive payment of one (1) contact hour in either the Fall or Spring semester, as chosen by the lead teacher.

9. Advanced Studies courses will appear on the lead teachers’ Load Report Form. Contractual limitations on the amount of overload taken by a teaching faculty member will apply to these contact hours as well.

10. Student Opinion surveys of the course and the instructor will be administered, per course, by the lead teacher.

11. The college department chair will collaborate with the high school administration on course related matters.

12. The Advanced Studies coordinator will arrange for the assignment of College “lead teachers” only through the appropriate department chair or through the unit-wide Appointments committee chair for the Academic Unit. Opportunities to be the lead teacher for specific Advanced Studies classes must be offered by the appropriate academic department to all of the full-time faculty in the department each semester by seniority, according to that department’s course-selection procedure. Lead teachers must be full-time faculty members; however, if no current full-time faculty members
are available, the department with unit-wide approval may offer the assignment to a retired faculty member or part-time faculty from the Unit.

13. The high school principal will identify eligible students. All College prerequisites for students taking the course will be enforced, including appropriate math and English levels, and any other applicable academic policies and regulations, as stipulated in the SUNY Erie College Catalog. Eligible students will be restricted to high school juniors and seniors.

14. The appropriate College academic unit will provide a course outline for each Advanced Studies course, outlining the topics and depth of coverage for each Advanced Studies course. At the start of each course, the lead teacher and the high school teacher will provide to students an SUNY Erie class syllabus outlining topics, coverage, objectives and methods of evaluation of student performance. (Samples will be provided by the college.) All these class syllabi will be kept on file by the appropriate academic unit and the Advanced Studies office.

15. Assessment of student learning in the course will be comparable to on-campus offerings. When appropriate, the College lead teacher, in consultation with the high school teacher, and with the review of the appropriate academic department chair will design a “capstone activity” for the class (final exam, final project, term paper, etc.,) which will determine at least 25% of the student’s final grade. These capstone activities will be kept on file by the College academic department. In the event that there are students in the class who are not enrolled as SUNY Erie students, but are receiving only school credit for the same class, there must be clear differences both in the course content and the learning assessment instruments (tests etc.) for the two groups of students (high school and college students). These differences must be spelled out in the class syllabus.

16. Advanced Studies classes will parallel the equivalent classes taught at the College. The standard format will be single-semester classes. Fall classes will begin at the start of the high school year and end by the last day in January. Spring classes will not begin instruction until after New Year’s Day. The College’s last day to withdraw from the class will be enforced.

17. All high school students will be registered for Advanced Studies classes by the first day of the fourth week of the College’s semester, at which time a list of all registered high school students for each class will be available to the lead teacher, the appropriate academic department chair, and the FFECC Vice President of the campus.

18. In the event of an extended absence of five (5) consecutive days or more by the high school teacher, the college lead teacher will provide instructional support for the substitute teacher in the high school.

19. Textbooks and supplements for Advanced Studies classes will be either the same materials as those used in the course taught at the college, or comparable materials of equivalent quality which are approved by the appropriate academic department.

20. The course will be recorded on the SUNY Erie college transcript in the same manner as all other college courses.

21. This Advanced Studies Agreement will be reviewed annually and can be withdrawn by either party in writing with one semester’s prior notice.

22. The college’s Advanced Studies program and its administrators, as well as the school
districts and other sponsoring community colleges, will follow the SUNY guidelines regarding geographic service areas to ensure the quality of dual-credit courses around the State.

23. Any deviations from the procedures specified in this agreement must be approved in writing both by the Academic Unit chairs and by the FFECC Advanced Studies Committee.

SUNY Erie Signatures

Dan Hocoy, PhD
President

Douglas Scheidt, PhD
Provost and Executive Vice President

Date

Iroquois High School Signature

Douglas Scofield
Superintendent

Date

Dean Ramirez
Principal

Date
ECC Board of Trustees
Executive Summary

Date: April 25, 2019
Subcommittee: Consent Agenda

Agenda Item: Affiliation Agreements (five) requested by the SUNY Erie Division of Health Sciences with: Cancer Care of WNY, Concierge Dental Group, Select Rehabilitation, Town of Tonawanda Police Department-Emergency Medical Unit, and UPMC Chautauqua at WCA on behalf of the academic programs of Dental Assisting certificate; Emergency Medical Services Provider certificate, Emergency Medical Technology/Paramedics certificate and A.A.S. degree; Occupational Therapy Assistant A.A.S. degree; and Radiation Therapy Technology A.A.S degree

This item is: For Board’s Approval
Backup Documentation: Attached to this document

Background Information:
In order to provide students with needed competencies and standards of proficiency required for degree completion, the Health Sciences division Vice Provost P.J. Wiles recommends clinical Affiliation Agreements (five) with Cancer Care of WNY, Concierge Dental Group, Select Rehabilitation, Town of Tonawanda Police Department-Emergency Medical Unit and UPMC Chautauqua at WCA.

The agreements are on behalf of the four academic programs of Dental Assisting certificate assistant professor/department head Amy Anderson; Emergency Medical Technology department chair Joseph Gonter for their Emergency Medical Services Provider Certificate, Emergency Medical Technology/Paramedic certificate and Emergency Medical Technology/Paramedic A.A.S. degree; Occupational Therapy Assistant A.A.S. degree professor/department head Evelyn Post Dunn and Radiation Therapy Technology A.A.S. degree professor/department head Jean Wood.

Reasons for Recommendation:
To provide students access to required clinical, technical and educational experience and training directly related to the successful completion of curricula.

Fiscal Implications:
Required course(s) for student graduation.

Consequences of Negative Action:
Students would not have access to required clinical learning experiences.

Steps Following Approval:
Review and approval by SUNY Erie Legal Counsel Leslie Ortiz Fogg, Assistant County Attorney, Erie County.

Contact Information If Any Questions:
Patrick J. Wiles, Vice Provost of Health Sciences, North Campus
Phone: (716) 851-1901/email: wiles@ecc.edu
Erie Community College Affiliation Agreement

This agreement is made as of this 3/21/11 (DATE,) by and between ERIE COMMUNITY COLLEGE, an educational institution part of a municipal corporation of the State of New York, namely, the County of Erie [hereinafter referred to as “ECC”], and (enter name) Cancer Care of WNY, an individual, partnership, limited liability company, corporation or other organization doing business in the State of New York [hereinafter referred to as the “HOST”].

WITNESSETH

WHEREAS, ECC and the HOST are desirous of developing a program pursuant to which ECC students may make use of some or all of the HOST’s facilities for the purpose of enabling said students to gain field clinical, technical and educational experience and training directly related to and/or required for successful completion of the ECC courses or programs in which the students are enrolled, and

WHEREAS, the HOST is willing to afford assigned ECC students access to the HOST’s facilities for such purpose, upon the terms and conditions set forth herein, and to accept said students without regard to sex, race, color, disability, national and ethnic origin, age, sexual orientation, religion or creed.

NOW, THEREFORE, ECC and the HOST, in consideration of the covenants contained herein, hereby mutually agree and intend to be legally bound as follows:

1. The HOST will afford assigned ECC students access to the HOST’s facilities, at the location(s) identified in the Appendix(ces) annexed hereto, for the purpose of enabling said students to gain field clinical, technical and educational experience and training directly related to and/or required for successful completion of the ECC courses or programs in which the students are enrolled. Such
access shall include one or more meeting rooms or conference areas for the assigned ECC students and the ECC faculty/instructors designated in the Appendix (ces).

2. The HOST will make known to the designated ECC faculty/instructors all rules, regulations and procedures of the HOST to be applicable to the assigned ECC students and ECC will be responsible for ensuring that the assigned ECC students are informed as to such policies and of their need to comply with same. The information provided by the HOST and explained by ECC Faculty/Instructors to ECC Students will include information relevant to the HOST's policies and procedures with regard to the Health Insurance Portability and Accountability Act (HIPAA).

3. The HOST will have the right to require the removal of any assigned ECC student or designated ECC faculty/instructor who fails to comply with the HOST's rules, regulations and procedures or whose condition or conduct jeopardizes the well-being or safety of any patient or employee of the HOST or any other person.

4. ECC will instruct the assigned students as to their ethical and legal obligations relative to confidentiality and to respect and preserve the presumptively confidential nature of all information which the students may obtain while gaining field clinical, technical and educational experience and training at the HOST's facilities, whether obtained from patients/significant others, another student, any staff or records of the HOST or otherwise. ECC will include in this instruction of the students specific reference to HIPPA and any special requirements of HIPPA relative to the student's training at the HOST's facility.

5. ECC's designated faculty/instructors and assigned students shall not be deemed employees of the HOST nor shall any monetary consideration be paid by or to the HOST relative to the field clinical, technical and educational experience and training provided under this Agreement.

6. ECC will neither publish nor cause to be published any material related to the field clinical, technical and educational experience and training provided under this Agreement without prior written approval of the HOST.
7. The **HOST** will have the right to limit the number of **ECC** students who may be assigned to participate in the field clinical, technical and educational experience and training to be provided under this Agreement.

8. The designee **ECC** faculty/instructors and the **HOST** designee will jointly agree, as indicated in the Appendix(ces), in advance of each semester or other applicable student training rotation, as to the number of students to be assigned by **ECC** and accepted by the **HOST** and as to the specific dates, hours and facilities for upcoming field clinical, technical and educational experience and training.

9. Except as otherwise specifically provided herein, including Appendix(ces), neither **ECC** nor the **HOST** shall be financially responsible for expenses incurred by the assigned **ECC** students, including, but not limited to, all housing, meals and transportation to and from **ECC** and/or the **HOST**’s facilities.

10. Insofar as may be required under applicable law or regulation, **ECC** will see to it that every assigned **ECC** student has undergone a physical examination of sufficient scope so as to ensure that the said students do not assume their duties at the **HOST**’s facilities unless free from any health impairment which poses a risk to patients or otherwise interferes with the performance of said duties.

11. The **HOST** will make emergency medical care available to any designated **ECC** faculty or instructor or assigned **ECC** student who may become ill or incapacitated or who may be injured while at the **HOST**’s facilities. Said faculty, instructors and students shall be responsible for seeking and obtaining all other emergency medical care.

12. **ECC**, through the county of Erie is largely self-insured with regard to automobile liability, general liability, medical malpractice liability and workers’ compensation matters. In the event that the **HOST** receives notice of any claim arising out of or related to the field clinical, technical and educational experience and training provided under this Agreement, the **HOST** will immediately give notice thereof to **ECC**, through its designated faculty/instructor.

13. Notwithstanding its largely self-insured status, **ECC** does maintain a School Policy for Healthcare Provider Students which affords $1 million each claim/$3 million aggregate professional
liability insurance coverage to those ECC students, and their ECC faculty and advisors, who provide healthcare-related services. Where healthcare-related services are provided by assigned ECC students at the HOST’s facilities, ECC will cause an insurance certificate evidencing such coverage to be issued to the HOST and will keep such coverage in place so long as ECC students are assigned to the HOST’s facilities.

14. During all time periods when ECC students are assigned to the HOST’s facilities, the HOST will maintain in force and effect policies of general liability, automobile liability, professional liability and workers’ compensation insurance. The HOST will also provide ECC with evidence of such insurance coverages, on ACORD or equivalent insurance certificate forms, and copies of said insurance certificates will be attached to this Agreement.

15. The HOST agrees to defend, indemnify and hold harmless ECC, to include the County of Erie, and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from actions or omissions, materials provided, services rendered or other performance of or by the HOST, its agents, employees or volunteers, pursuant to this Agreement. ECC, to include the County of Erie, agrees to defend, indemnify and hold harmless the HOST and its agents and employees from and against all claims, damages, losses and causes of action arising out of or resulting from actions or omissions, materials provided, services rendered or other performance of or by ECC, its agents, employees or volunteers, pursuant to this Agreement.

16. With regard to any field clinical, technical and educational experience and training involving the provision by assigned ECC students of healthcare services to patients:
   A. The HOST will maintain overall supervision of all such patient care, including any required medical direction.
   B. A professional staff member of the HOST may intervene in such patient care at any time and any manner deemed necessary, as dictated by the circumstances, so as to safeguard patient(s), including without limitation the issuance of emergency medical direction to the ECC student(s) or the resumption by the HOST of the provision of such care to patient(s).
   C. ECC students will be instructed to immediately request guidance and direction from either a professional staff member of the HOST or an ECC faculty/instructor where the student becomes unsure as to how to proceed with the care of a patient or where a patient’s
condition appears to the student to require the immediate attention of a professional staff member of the HOST.

D. The designated ECC faculty/instructors will provide orientation to the HOST’s professional staff relative to the courses or programs in which the assigned ECC students are enrolled and the students’ previous field clinical, technical and educational experience and training.

E. The professional staff of the HOST will provide orientation to the designated ECC faculty/instructors, and to the assigned ECC students, including without limitation the HOST’s procedures as to fire and safety evacuation, body substance isolation, safe use of tools and equipment, permitted entry and exit points for the HOST’s facilities, available locker or changing rooms, restricted or prohibited access areas and any requirements as to attire or the display of photo or other identification.

17. ECC and the HOST agree that each will comply with all applicable laws, rules, and regulations with respect to the performance of this Agreement.

18. Except as may otherwise be set forth in the Appendix(ce)s, and unless sooner terminated as set forth in paragraph “19”, this Agreement will commence as of the date first written above, will continue in full force and effect for a period of one (1) year and will thereafter continue in full force and effect until terminated as set forth in said paragraph “19”.

19. This Agreement may be terminated by either party for any reason upon ninety (90) days prior written notice addressed to the other as set forth Appendix, provided, however, that no such termination on the part of the HOST shall take effect prior to the conclusion of the student training rotation during which such notice of termination is given.

20. This Agreement may be modified only upon the further mutual consent of ECC and the HOST and then only by means of another writing, approved and executed in a similar fashion to the approval and execution of this Agreement.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The illegality or non-enforceability of any provision of this Agreement shall not affect the validity of remaining provisions.
22. This Agreement supersedes all prior understandings and agreements between the parties, both written and oral.

23. This Agreement may not be assigned in whole or in part without the prior written consent of the parties.

ERIE COMMUNITY COLLEGE

By: Dr. Daniel Hocoy
ECC President
Date: ____________________________

APPROVED AS TO CONTENT:

[Signature]
Patrick J. Wiles, VP Health Science
Date: 3/02/19

APPROVED AS TO FORM:

[Signature]
Leslie Ortiz Fogg
Assistant County Attorney, Erie County
Date
Doc. # ____________________________

Name of Site
Cancer Care of Western New York

By: [Signature]
Date: August 27, 2018

APPROVED AS TO CONTENT:
[Signature]
Department Head/Chair
Date: 10/22/18
**CERTIFICATE OF LIABILITY INSURANCE**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Charles J. Sellers & Co., Inc.
4300 Camp Rd.
P.O. Box 460
Athol Springs, NY 14010

**INSURED**
Great Lakes Physicians, P.C. DBA Cancer Care of Western New York
3085 Harlem Rd Ste 360
Cheektowaga, NY 14225

**INSURER A:** Sentinel Ins. Company Ltd.
11000

**INSURER B:** Hartford Casualty Insurance Company
29424

**INSURER D:** Cheektowaga, NY 14225

**INSURER E:**

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| A | AUTOMOBILE LIABILITY | |
| | ANY AUTO | |
| | OWROYED AUTO ONLY | |
| | HIRER AUTO ONLY | |
| | NON-OWNED AUTO'S | |
| | LIMITS | |
| | COMBINED SINGLE LIMIT | 1,000,000 | |
| | BODILY INJURY | (Per person) | |
| | BODILY INJURY (Per Accident) | | |
| | PROPERTY DAMAGE | (Per accident) | |

| | UMBRELLA LIABILITY | |
| | EXCESS LIABILITY | |
| | CLAIMS-MADE | |
| | DED | RETENTION $ 10,000 | |
| | LIMITS | |
| | PER OCCURRENCE | 15,000,000 | |
| | AGGREGATE | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

- **JACORD 101,** Additional Remarks Schedule, may be attached if more space is required.
- **Location 1:** 3085 Harlem Road, Cheektowaga, NY
- **Location 2:** 4041 Southwestern Blvd, Orchard Park, NY 14127
- **County of Erie and Erie Community College** as included as an additional insured per form CG 20 26 04 13. Coverage on a primary and non-contributory basis for work or activities performed re for the following policy numbers 01SBWRG3769, 01UEGZB1104, and 01XHGZW4902.

**CERTIFICATE HOLDER**
County of Erie and Erie Community College
4041 Southwestern Blvd.
Orchard Park, NY 14127

**CANCELLATION**

**APATTI**

10/26/2018
SUNY ERIE Affiliation Agreement

This agreement is made as of this February 5, 2019 by and between SUNY ERIE, an educational institution part of a municipal corporation of the State of New York, namely, the County of Erie [hereinafter referred to as “SUNY ERIE”], and Concierge Dental Group, an individual, partnership, limited liability company, corporation or other organization doing business in the State of New York [hereinafter referred to as the “HOST”].

WITNESSETH

WHEREAS, SUNY ERIE and the HOST are desirous of developing a program pursuant to which SUNY ERIE students may make use of some or all of the HOST’s facilities for the purpose of enabling said students to gain field clinical, technical and educational experience and training directly related to and/or required for successful completion of the SUNY ERIE courses or programs in which the students are enrolled, and

WHEREAS, the HOST is willing to afford assigned SUNY ERIE students access to the HOST’s facilities for such purpose, upon the terms and conditions set forth herein, and to accept said students without regard to sex, race, color, disability, national and ethnic origin, age, sexual orientation, religion or creed.

NOW, THEREFORE, SUNY ERIE and the HOST, in consideration of the covenants contained herein, hereby mutually agree and intend to be legally bound as follows:

1. The HOST will afford assigned SUNY ERIE students access to the HOST’s facilities, at the location(s) identified in the Appendix(ces) annexed hereto, for the purpose of enabling said students to gain field clinical, technical and educational experience and training directly related to
and/or required for successful completion of the SUNY ERIE courses or programs in which the students are enrolled. Such access shall include one or more meeting rooms or conference areas for the assigned SUNY ERIE students and the SUNY ERIE faculty/instructors designated in the Appendix (ces).

2. The HOST will make known to the designated SUNY ERIE faculty/instructors all rules, regulations and procedures of the HOST to be applicable to the assigned SUNY ERIE students and SUNY ERIE will be responsible for ensuring that the assigned SUNY ERIE students are informed as to such policies and of their need to comply with same. The information provided by the HOST and explained by SUNY ERIE Faculty/Instructors to SUNY ERIE students will include information relevant to the HOST’s policies and procedures with regard to the Health Insurance Portability and Accountability Act (HIPAA).

3. The HOST will have the right to require the removal of any assigned SUNY ERIE student or designated SUNY ERIE faculty/instructor who fails to comply with the HOST’s rules, regulations and procedures or whose condition or conduct jeopardizes the well-being or safety of any patient or employee of the HOST or any other person.

4. SUNY ERIE will instruct the assigned students as to their ethical and legal obligations relative to confidentiality and to respect and preserve the presumptively confidential nature of all information which the students may obtain while gaining field clinical, technical and educational experience and training at the HOST’s facilities, whether obtained from patients/significant others, another student, any staff or records of the HOST or otherwise. SUNY ERIE will include in this instruction of the students specific reference to HIPPA and any special requirements of HIPPA relative to the student’s training at the HOST’s facility.

5. SUNY ERIE’s designated faculty/instructors and assigned students shall not be deemed employees of the HOST nor shall any monetary consideration be paid by or to the HOST relative to the field clinical, technical and educational experience and training provided under this Agreement.
6. SUNY ERIE will neither publish nor cause to be published any material related to the field clinical, technical and educational experience and training provided under this Agreement without prior written approval of the HOST.

7. The HOST will have the right to limit the number of SUNY ERIE students who may be assigned to participate in the field clinical, technical and educational experience and training to be provided under this Agreement.

8. The designee SUNY ERIE faculty/instructors and the HOST designee will jointly agree, as indicated in the Appendix(ces), in advance of each semester or other applicable student training rotation, as to the number of students to be assigned by SUNY ERIE and accepted by the HOST and as to the specific dates, hours and facilities for upcoming field clinical, technical and educational experience and training.

9. Except as otherwise specifically provided herein, including Appendix(ces), neither SUNY ERIE nor the HOST shall be financially responsible for expenses incurred by the assigned SUNY ERIE students, including, but not limited to, all housing, meals and transportation to and from SUNY ERIE and/or the HOST's facilities.

10. Insofar as may be required under applicable law or regulation, SUNY ERIE will see to it that every assigned SUNY ERIE student has undergone a physical examination of sufficient scope so as to ensure that the said students do not assume their duties at the HOST's facilities unless free from any health impairment which poses a risk to patients or otherwise interferes with the performance of said duties.

11. The HOST will make emergency medical care available to any designated SUNY ERIE faculty or instructor or assigned SUNY ERIE student who may become ill or incapacitated or who may be injured while at the HOST's facilities. Said faculty, instructors and students shall be responsible for seeking and obtaining all other emergency medical care.

12. SUNY ERIE, through the county of Erie is largely self-insured with regard to automobile liability, general liability, medical malpractice liability and workers' compensation matters. In the event that the HOST receives notice of any claim arising out of or related to the field clinical,
technical and educational experience and training provided under this Agreement, the HOST will immediately give notice thereof to SUNY ERIE, through its designated faculty/instructor.

13. Notwithstanding its largely self-insured status, SUNY ERIE does maintain a School Policy for Healthcare Provider Students, which affords $1 million each claim/$3 million aggregate professional liability insurance coverage to those SUNY ERIE students, and their SUNY ERIE faculty, and advisors, who provide healthcare-related services. Where healthcare-related services are provided by assigned SUNY ERIE students at the HOST's facilities, SUNY ERIE will cause an insurance certificate evidencing such coverage to be issued to the HOST and will keep such coverage in place so long as SUNY ERIE students are assigned to the HOST's facilities.

14. During all time periods when SUNY ERIE students are assigned to the HOST's facilities, the HOST will maintain in force and effect policies of general liability, automobile liability, professional liability and workers' compensation insurance. The HOST will also provide SUNY ERIE with evidence of such insurance coverages, on ACORD or equivalent insurance certificate forms, and copies of said insurance certificates will be attached to this Agreement.

15. The HOST agrees to defend, indemnify and hold harmless SUNY ERIE, to include the County of Erie, and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from actions or omissions, materials provided, services rendered or other performance of or by the HOST, its agents, employees or volunteers, pursuant to this Agreement. SUNY ERIE, to include the County of Erie, agrees to defend, indemnify and hold harmless the HOST and its agents and employees from and against all claims, damages, losses and causes of action arising out of or resulting from actions or omissions, materials provided, services rendered or other performance of or by SUNY ERIE, its agents, employees or volunteers, pursuant to this Agreement.

16. With regard to any field clinical, technical and educational experience and training involving the provision by assigned SUNY ERIE students of healthcare services to patients:

   A. The HOST will maintain overall supervision of all such patient care, including any required medical direction.
B. A professional staff member of the HOST may intervene in such patient care at any time and any manner deemed necessary, as dictated by the circumstances, so as to safeguard patient(s), including without limitation the issuance of emergency medical direction to the SUNY ERIE student(s) or the resumption by the HOST of the provision of such care to patient(s).

C. SUNY ERIE students will be instructed to immediately request guidance and direction from either a professional staff member of the HOST or an SUNY ERIE faculty/instructor where the student becomes unsure as to how to proceed with the care of a patient or where a patient’s condition appears to the student to require the immediate attention of a professional staff member of the HOST.

D. The designated SUNY ERIE faculty/instructors will provide orientation to the HOST’s professional staff relative to the courses or programs in which the assigned SUNY ERIE students are enrolled and the students’ previous field clinical, technical and educational experience and training.

E. The professional staff of the HOST will provide orientation to the designated SUNY ERIE faculty/instructors, and to the assigned SUNY ERIE students, including without limitation the HOST’s procedures as to fire and safety evacuation, body substance isolation, safe use of tools and equipment, permitted entry and exit points for the HOST’s facilities, available locker or changing rooms, restricted or prohibited access areas and any requirements as to attire or the display of photo or other identification.

17. SUNY ERIE and the HOST agree that each will comply with all applicable laws, rules, and regulations with respect to the performance of this Agreement.

18. Except as may otherwise be set forth in the Appendix(ices), and unless sooner terminated as set forth in paragraph “19”, this Agreement will commence as of the date first written above, will continue in full force and effect for a period of one (1) year and will thereafter continue in full force and effect until terminated as set forth in said paragraph “19”.

19. This Agreement may be terminated by either party for any reason upon ninety (90) days prior written notice addressed to the other as set forth Appendix, provided, however, that no such termination on the part of the HOST shall take effect prior to the conclusion of the student training rotation during which such notice of termination is given.
20. This Agreement may be modified only upon the further mutual consent of SUNY ERIE and the HOST and then only by means of another writing, approved and executed in a similar fashion to the approval and execution of this Agreement.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The illegality or non-enforceability of any provision of this Agreement shall not affect the validity of remaining provisions.

22. This Agreement supersedes all prior understandings and agreements between the parties, both written and oral.

23. This Agreement may not be assigned in whole or in part without the prior written consent of the parties.

SUNY ERIE

By: Dr. Dan Hocoy, President
SUNY ERIE

Date: __________________________

APPROVED AS TO CONTENT:

By: Patrick J. Wiles, Vice Provost
Health Sciences Division
March 11, 2019

APPROVED AS TO FORM:

By: Leslie Ortiz-Fogg
Assistant Erie County Attorney
Legal Counsel for SUNY ERIE

HOST

By: Dr. Benjamin D. Oppenheimer

Date: __________________________

APPROVED AS TO CONTENT:

By: Amy A. Anderson
Dental Assisting Program
2/28/19

By: Amy A. Anderson, Dept. Head

Dental Assisting Program

Date
APPENDIX TO SUNY ERIE AFFILIATION AGREEMENT

HOST
Concierge Dental Group
33 Melrose Road
Williamsville, NY 14221

SUNY ERIE
Dental Assisting Department
6205 Main Street
Williamsville, NY 14221

BY: Dr. Benjamin D. Oppenheimer
HOST COORDINATOR(S)/DESIGNEE

Amy A. Anderson, Dept. Head
6205 Main Street, Room S100G
Williamsville, NY 14221

716-851-1369 / andersona@ec.edu

BY: Amy A. Anderson
ECC FACULTY/INSTRUCTORS

Any written notice to be given either by the HOST to ECC or by ECC to the HOST, and any exchange of written communications, shall be directed and addressed, at minimum, to the persons and to the non e-mail mailing addresses first listed below.

Dr. Benjamin D. Oppenheimer
33 Melrose Road
Williamsville, NY 14221
716-838-3838 / www.conciergedentalgroup.com

Amy A. Anderson, Dept. Head
SUNY ERIE Dental Assisting Department
6205 Main Street, Room S100G
Williamsville, NY 14221
716-851-1369 / andersona@ec.edu

ANTICIPATED ASSIGNED STUDENT ROTATION NUMBERS, DATES & HOURS:

Fall Semester: Spring Semester: X Other:
Start/End Dates: Start/End Dates: January - May Dates:
Hours: Hours: 200 hours (NYS Dept. of Ed.) Hours:

APPAREL, INSTRUMENTS OR OTHER
ITEMS SUPPLIED BY STUDENTS/ECC
Uniforms / Eyewear

APPAREL, INSTRUMENTS OR
OTHER ITEMS SUPPLIED BY HOST
Personal Protective Equipment
Addendum to SUNY ERIE Affiliation Agreement Appendix
Concierge Dental Group – Additional Host Locations

Dr. Jacqueline Szczupakowski
5245 Transit Road
Clarence, NY 14221
716-418-7272
# Certificate of Liability Insurance

**Producer:** FOGEL AGENCY, INC.  
13 SOUTH CAYUGA ROAD  
WILLIAMSVILLE, NY 14221  
FOGEL AGENCY INC.  

**Insured:** CONCIERGE DENTAL GROUP PLLC  
33 MELROSE ROAD  
WILLIAMSVILLE, NY 14221

**Insurance Company:** THE HARTFORD  

**Certificate Number:** 015BARE5897  

**Date:** 02/21/2019  

**Coverages:**

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<th>Type of Insurance</th>
<th>Additional Limits</th>
<th>Policy Number</th>
<th>Policy Effective Date</th>
<th>Policy Expired Date</th>
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<td>05/01/2019</td>
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<tr>
<td></td>
<td>Non-Owned Autos</td>
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<tr>
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<td>Umbrella Liab</td>
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<td>019BARE5897</td>
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<td>05/01/2019</td>
<td>2,000,000</td>
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<td>Occurrence</td>
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<td>General Aggregate</td>
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<td>Any Prop or Part</td>
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<td>Executive Officer/Member Excluded:</td>
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<td>05/01/2018</td>
<td>05/01/2019</td>
<td>500</td>
</tr>
</tbody>
</table>

**Certificate Holder:** SUNYERI  

**Cancellation:**

**Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.**

**Authorized Representative:**

**Daniel E. Fogel**

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STATE OF NEW YORK - WORKERS' COMPENSATION BOARD
ESTADO DE NUEVA YORK - JUNTA DE COMPENSACIÓN OBRERA
NOTICE OF COMPLIANCE
AVISO DE CUMPLIMIENTO
TO EMPLOYEES
A EMPLEADOS
IMPORTANT INFORMATION FOR EMPLOYEES WHO ARE INJURED OR SUFFER AN OCCUPATIONAL DISEASE WHILE WORKING.
1. By posting this notice and information concerning your rights as an injured worker, your employer is in compliance with the Workers' Compensation Law.
2. If you do not notify your employer within 30 days of the date of your injury your claim may be disallowed, so do so immediately.
3. You are entitled to obtain first aid or other necessary medical treatment and should do so immediately.
4. You may choose any doctor, podiatrist, chiropractor or psychologist referred by a medical doctor that accepts NY State Workers' Compensation patients and is Board authorized. However, if your employer is involved in a certified preferred provider organization (PPO) you must first be treated by a provider chosen by your employer and your employer must give you a written statement of your rights concerning further medical care.
5. You should tell your doctor to file copies of medical reports concerning your claim with the Workers' Compensation Board and with your employer's insurance company which is indicated at the bottom of this form.
6. You may be entitled to lost time benefits if your work-related injury keeps you from work for more than seven days, compels you to work at lower wages or results in permanent disability to any part of your body. You may be entitled to rehabilitation services if you need help returning to work.
7. You should not pay any medical providers directly. They should send their bills to your employer's insurance carrier. If there is a dispute, the provider must wait until the Board makes a decision before it attempts to collect payment from you. If you do not pursue your claim or the Board rules that your injury is not work-related, you may be responsible for payment of the bills.
   a. You are entitled to be represented by an attorney or licensed representative but it is not required. If you hire a representative, you do not pay him/her directly. Any fee will be set by the Board and will be deducted from your award.
9. If you have difficulty in obtaining a claim form or need help in filling it out, or if you have any questions or problems about a work-related injury, contact any office of the Workers' Compensation Board.

NYS Workers' Compensation Board
Centralized Mailing
P O Box 5205
Binghamton, NY 13902-5202
Customer Service Line: 877-532-4996

Statewide Fax: 877-533-0337

Workers' Compensation benefits, when due, will be paid by (Los beneficios de Compensación Obrera, cuando debidos, serán pagados por):

Name of employer (Nombre del patrono)
BENJAMIN D OPPENHEIMER DDS

THIS NOTICE MUST BE POSTED CONSPICUOUSLY IN AND ABOUT THE EMPLOYER'S PLACE OR PLACES OF BUSINESS.

Failure by an employer to post this notice in and about the employer's place or places of business may result in a $250 penalty for each violation.

Form WC 88 31 14 Q Printed in U.S.A.
STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
NOTICE OF COMPLIANCE
New York State Disability Benefits

Disability Benefits For Employees

1. If you are unable to work because of an illness or injury, not work-related, you may be entitled to receive weekly benefits from your employer, his or her insurance carrier, or from the Special Fund for Disability Benefits.

2. To claim benefits you must file a claim form within 30 days from the first date of your disability, but in no event more than 26 weeks from such date.

3. Complete claim form DB-450 (Notice and Proof of Claim for Disability Benefits) You may obtain the form from your employer, his or her insurance carrier, your health provider, any Unemployment Insurance Office, the Workers' Compensation Board's website (www.wcb.ny.gov) or any office of the Board.

   IMPORTANT: Before filing your claim, your health provider must complete the "Health Care Provider's Statement" on the form showing your period of disability.

   - If you are employed, or have been unemployed for four weeks or less when your disability begins, send the completed form to your employer or the insurance carrier named below.
   - If you have been unemployed more than four weeks when your disability begins, send the completed form to the Workers' Compensation Board, Disability Benefits Bureau, 328 State Street, Schenectady, New York 12305.

4. You are entitled to be treated by any physician, chiropractor, dentist, nurse-midwife, podiatrist or psychologist of your choice. However, unlike workers' compensation, your medical bills will not be paid unless your employer and/or union provide for the payment of such bills under a Disability Benefits Plan or Agreement.

5. If you are ill or injured during the time you are receiving Unemployment Insurance Benefits, file a claim for Disability Benefits as soon as you sustain the injury or illness, by following the instructions outlined above.

6. If you are out of work in excess of seven days, your employer is required to send you a Disability Benefits Statement of Rights (Form DB-271S).

7. You may not take disability benefits at the same time as paid family leave benefits. The total amount of disability and paid family leave in a 52 week period cannot exceed 26 weeks.

8. Other information about disability benefits may be obtained by writing or calling the Workers' Compensation Board.

INSERT NAME, ADDRESS AND TELEPHONE NUMBER OF INSURER OR MAIN OFFICE OF AUTHORIZED NEW YORK SELF-INSURER
HARTFORD LIFE AND ACCIDENT
P.O. Box 2999, Hartford, CT 06104

Policy #: LNY713199 Effective From: 11-01-2018 to 09-30-2019

☑ Statutory ☐ Under a Plan or Agreement

Class(es) of Employees Covered:
All employees eligible under New York State Disability Benefits Law

NYS Workers' Compensation Board
Customer Service: (877) 632-4996
www.wcb.ny.gov

PRESCRIBED BY THE CHAIR, WORKERS' COMPENSATION BOARD
THIS NOTICE MUST BE POSTED CONSPICUOUSLY IN AND ABOUT THE EMPLOYER'S PLACE OR PLACES OF BUSINESS.
Employers must post DB-120 so that all classes of their employees know who will pay their benefits.

DB-120 (11-17) THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

PRODUCER
Walsh Outfield Companies, Inc.
201 Main St
Buffalo, NY 14203

INSURED
Jackie Szczepaniak, DDS
246 Sunnyside Trail
Williamsburg, NY 14221

CONTACT
Michelle Mack
PHONE: (716) 352-7359
FAX: (716) 847-1360
E-MAIL: mmack@walshins.com

INSURED AFFORDING COVERAGE: FORTRESS INSURANCE CO.

COVERAGE

CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAYOUTS.

<table>
<thead>
<tr>
<th>INSURER</th>
<th>POLICY TYPE</th>
<th>INSURANCE COVERAGE</th>
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<td>Commercial General Liability</td>
<td>Each Occurrence</td>
<td>$5,000,000</td>
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<tr>
<td>A Malpractice</td>
<td>Automobile Liability</td>
<td>Bodily Injuries</td>
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<tr>
<td>A Malpractice</td>
<td>Umbrella Liability</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CANCELLATION

Proof of coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Edward Walsh Jr.

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

file:///C:/Users/anderson/AppData/Local/Microsoft/Windows/INetCache/Content.Outlook/... 3/17/2019
AFFILIATION AGREEMENT

This Affiliation Agreement ("Agreement") is entered into this 14th day of May, 2018, by and between Select Rehabilitation, LLC ("Select Rehabilitation") and SUNY Erie Community College ("School").

RECITALS

WHEREAS, Select Rehabilitation is engaged in the business of providing comprehensive physical, occupational, and speech therapy services with qualified licensed professionals in a variety of geriatric clinical settings; and

WHEREAS, School desires that certain of its students enrolled in all its health-related programs and who have satisfactorily completed the relevant prerequisites of the School's education program (individually and collectively referred to as "Student" or "Students") be afforded the opportunity to have practical learning and clinical experiences at Select Rehabilitation ("Program"); and

WHEREAS, Select Rehabilitation recognizes the need for, and desire to aid in the educational development of ancillary health professionals in keeping with its mission of enriching the region with trained healthcare professionals.

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

I. School's Duties and Responsibilities

1. School shall be responsible for planning and determining the adequacy of the educational experience of Students in theoretical training, basic skills, professional ethics, attitude and behavior, and will screen and certify the eligibility of the Student and assign to Select Rehabilitation only those Students who have satisfactorily completed the prerequisites of the School's education program. School is responsible to determine the amount of academic credit, grading system and criteria to earn credits and grades upon completion.

2. School shall procure or require the Student to procure and maintain, at its or the Student's sole cost and expense, general and professional liability insurance covering the acts and/or omissions of its Students participating in the Program, or otherwise require its Students to carry and maintain, at their sole cost and expense, professional liability insurance in the minimum amount of $1,000,000 for each occurrence and $3,000,000 aggregate covering all acts and activities undertaken pursuant to this Agreement as a condition of participation in the Program. Evidence of insurance shall be furnished to Select Rehabilitation prior
to the Student’s commencement in the Program and as otherwise requested by Select Rehabilitation.

3. School shall designate a member of its faculty to coordinate the Program ("School Coordinator") with a designated member(s) of Select Rehabilitation.

4. School shall provide Select Rehabilitation with the names and other pertinent information about each Student to be assigned to Select Rehabilitation at least two (2) weeks before the beginning date of the Student's assignment with Select Rehabilitation and as mutually agreed establish the daily/hourly onsite commitment.

5. School shall cause to be provided to Select Rehabilitation all Student health reports required by Select Rehabilitation prior to the Student's commencement of the Program.

6. To the extent required by federal law, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. Section 132d ("HIPAA") and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as “HIPAA Requirements”. The parties agree not to use or further disclose any Protected Health Information or Individually Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement.

7. School shall advise Students that they are responsible for: (i) complying with the School's policies, procedures, standards and practices; (ii) complying with Select Rehabilitation's policies, procedures, standards and practices including strict confidentiality with respect to Select Rehabilitation's financial, marketing and technical information; (iii) bearing their own cost of transportation, parking, meals, lodging and miscellaneous expenses related to their participation in the Program; (iv) reporting for Program activities on time; (v) maintaining their own health records and providing their own health insurance coverage; (vi) maintaining the confidentiality of patient and client records and information; and (vii) meeting Select Rehabilitation's health screening requirements prior to beginning the Program and providing Select Rehabilitation with proof that such health screening requirements have been met.

8. School shall certify the Student shall have the appropriate educational background and skills consistent with the advertised internship requirements for participation. School shall withdraw and terminate a Student's placement with Select Rehabilitation upon Select Rehabilitation's request if Select Rehabilitation determines, in its sole discretion, that: (i) the Student fails to comply with any of Select Rehabilitation's policies, procedures, standards and practices; (ii) the Student fails to comply with Select Rehabilitation's proper channels of
School hereby represents and warrants that School is not and at no time has been excluded from participation in any federally funded health care programs, including Medicare and Medicaid. This representation includes the faculty, employees and students of School who will participate in the Program pursuant to this Agreement. School hereby agrees to immediately notify Select Rehabilitation if it or any of its participating faculty, employees or students are threatened or excluded from any federally funded health care program, including Medicare and Medicaid. In the event that School or any of its participating faculty, employees or students are excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of the Agreement it is determined that School is in breach of this requirement, Select Rehabilitation, at its sole option, may terminate the Agreement as of the effective date of such exclusion or breach.

School understands and agrees that School's personnel, faculty and students are not eligible for coverage under any of Select Rehabilitation's benefit plans or programs of whatever kind or nature, including without limitation, Select Rehabilitation's workers' compensation insurance and unemployment compensation insurance. School shall provide workers' compensation and unemployment compensation coverage as required by applicable law. Neither School nor Select Rehabilitation shall compensate Students for their activities during their participation in the Program.

School may not assign any rights or obligations under this Agreement without the prior written consent of Select Rehabilitation, LLC.

Health and Background Checks. Only those students who meet the academic and other qualifications for the clinical program shall be eligible for a rotation with the Clinical Facility. The University shall ensure that all students assigned have obtained all appropriate immunizations as may be required by the Clinical Facility. The University shall ensure that each student assigned to a rotation hereunder: (i) complies with the Rules, policies, procedures and requirements of the Clinical Facility; (ii) maintains a current acceptable physical examination report and immunization record; (iii) maintains a current tuberculosis (TB) skin test documenting a negative test for TB; (iv) maintains a current Hepatitis B immunization record or a signed waiver, if permitted by the Clinical Facility. The University acknowledges and agrees that the Clinical Facility may require copies of all immunization records and other health related information prior to accepting any student for a rotation under this Agreement, and may require that such students undergo an appropriate criminal background check.
II. Select Rehabilitation's Duties and Responsibilities

1. Select Rehabilitation shall have sole authority and control over all aspects of Select Rehabilitation's business, including client care and services.

2. Select Rehabilitation shall designate a member or members of its staff to be coordinator of this Program and function as clinical supervisor with whom the School's Program Coordinator is to communicate for the conduct of this Program, which may include the development of objectives, methods of instruction and other details of the clinical education.

3. Select Rehabilitation shall make available to Students an environment conducive to the learning process which conforms to Select Rehabilitation's customary procedures.

4. Select Rehabilitation shall be responsible for the Student's supervision when receiving clinical education from Select Rehabilitation under the Program.

5. Select Rehabilitation may, at any time, exclude from participation any Student if Select Rehabilitation determines, in its sole discretion, that: (i) the Student fails to comply with any of Select Rehabilitation's policies, procedures, standards and practices; (ii) the Student fails to comply with Select Rehabilitation's proper channels of communication; (iii) the Student's performance is not satisfactory; or (iv) the Student will not be able to successfully complete the Program.

6. Select Rehabilitation will provide School with information particular to Student's clinical assignment, including Select Rehabilitation's policies and procedures.

7. Select Rehabilitation shall have the sole authority to determine the number of Students per semester for participation in the Program, as well as the location, clinical areas and clients, patients and other particulars specific to the Student's assignment in the Program.

III. Term and Termination

1. This Agreement shall be effective for a term of one (1) year and supersedes any and all prior agreements between the parties related to clinical affiliation. Thereafter, this Agreement shall automatically renew for additional one (1) year terms unless either party gives the other written notice of termination prior to the expiration of the initial term or any successive terms, as the case may be.

2. Notwithstanding anything contained herein to the contrary, this Agreement may be terminated by either party for any reason upon thirty (30) days written notice.
IV. General Provisions

1. Each party agrees not to use the name of the other or any other affiliate in any promotional or advertising material, unless prior approval of the intended use is obtained by that party.

2. School and Select Rehabilitation shall be considered "independent entities" with respect to each other. None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between School and Select Rehabilitation, other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. School and Select Rehabilitation and any of their respective agents or employees shall not be construed to be the agent, employee, joint employee, or representative of the other. Neither School nor Select Rehabilitation shall have any express or implied rights or authority to assume or create any obligations or responsibility on behalf of or in the name of the other, nor waive or limit any defenses as to liability to each other or death or damage to property or persons, except as may otherwise be set forth in this Agreement.

3. The parties agree that each party is and shall be solely responsible for any claim or damage resulting from each party's own negligence, acts, or omissions.

4. In consideration of the implementation of this Agreement, each party hereby agrees to indemnify the other, its subsidiaries, affiliates, agents, officers, directors and employees and to save them harmless at all time from and against any and all general liability losses, damages, judgments, costs, charges, counsel fees, payments, expenses or other liabilities which may be sustained or incurred at any time(s) by reason or in consequence of any claim(s) including, but not limited to, any claims for personal injury, wrongful death or property damage, by whomsoever such claims may be asserted, arising out of or in consequence of its own acts or omissions, except for willful misconduct, related to the Clinical Education.

5. This Agreement does not create any third-party beneficiaries.

6. Any notice required or permitted by this Agreement must be in writing and be delivered personally or sent by certified mail, return receipt requested and postage prepaid, to the following:

If to School:
SUNY Erie North Campus - OTA Department
6205 Main St.
Williamsville, NY 14221
Attention: Debra Battistella

Mr. Douglas Scheidt
Provost
6205 Main Street
Williamsville NY 14221
(716) 851-1500

Ms. Penelope Howard
Executive Vice President Administration and Finance
716(851-1701)
If to Select Rehabilitation:

Select Rehabilitation, LLC
Attention: Beth Penner, HR Coordinator
2600 Compass Rd
Glenview, IL 60026
Phone 847-787-3430 ext. 335
Fax: 847-441-0734
campusrelations@selectrehab.com

7. The parties agree that in the performance of this Agreement, there will be no discrimination against any employee, student or person, on account of race, color, religion, sex, sexual orientation, ancestry, age, national origin, handicap or any other status protected by law.

8. The parties agree that this Agreement may only be revised or modified by written amendment signed by both parties.

9. This Agreement shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of New York.

Select Rehabilitation, LLC

By: 
Title: VP of HR
Date: 10/18/18

SCHOOL:

APPROVED AS TO CONTENT:

By: Evelyn Post - Dunn
Title: Department Head/Chair
Date: 10/11/18
SUNY ERIE

By:  Dan Hocoy
     SUNY ERIE President
Date:  

APPROVED AS TO CONTENT:

Patrick J. Whes
Vice Provost, Health Sciences

APPROVED AS TO FORM:

By:  Leslie Ortiz-Fogg, Assistant Erie County Attorney, Legal Counsel for SUNY ERIE

Name of Site

By:  
Date:  

APPROVED AS TO CONTENT:

Department Head/Chair

Date

By:  
Date
Doc. #
CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Missouri General Insurance Agency
Eagle Insurance
1227 Fern Ridge Parkway
Saint Louis, MO 63141

**CONTACT** Sally Hutchison
PHONE (314) 983-2388
FAX (314) 993-2837
EMAIL shutchison@missourigeneral.com

**INSURED**
Select PT, OT & SLP Rehabilitation NY, PLLC
2600 Compass Road
Glencoe, IL 60025

**COVERAGES**

| INSURER A: Lloyds |
| INSURER B: Phoenix Insurance |
| INSURER C: |
| INSURER D: |
| INSURER E: |
| INSURER F: |

**CERTIFICATE NUMBER:** WIF28F180201

**REVISION NUMBER:** 08/01/2018 08/01/2019

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**
County of Erie and Erie Community College
4041 Southwestern Boulevard
Orchard Park, NY 14127

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**
James W. Barendt

**ORIGINAL DOCUMENT ON FILE**

**ECC LEGAL AFFAIRS**

**ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.**
Erie Community College Affiliation Agreement

This agreement is made as of this February 1, 2018 by and between ERIE COMMUNITY COLLEGE, an educational institution part of a municipal corporation of the State of New York, namely, the County of Erie [hereinafter referred to as “ECC”], and TOWN OF TONAWANDA POLICE DEPARTMENT, EMERGENCY MEDICAL UNIT an individual, partnership, limited liability company, corporation or other organization doing business in the State of New York [hereinafter referred to as the “HOST”].

WITNESSETH

WHEREAS, ECC and the HOST are desirous of developing a program pursuant to which ECC students may make use of some or all of the HOST’s facilities for the purpose of enabling said students to gain field clinical, technical and educational experience and training directly related to and/or required for successful completion of the ECC courses or programs in which the students are enrolled, and

WHEREAS, the HOST is willing to afford assigned ECC students access to the HOST’s facilities for such purpose, upon the terms and conditions set forth herein, and to accept said students without regard to sex, race, color, disability, national and ethnic origin, age, sexual orientation, religion or creed.

NOW, THEREFORE, ECC and the HOST, in consideration of the covenants contained herein, hereby mutually agree and intend to be legally bound as follows:

1. The HOST will afford assigned ECC students access to the HOST’s facilities, at the location(s) identified in the Appendix(ces) annexed hereto, for the purpose of enabling said students to gain field, clinical, technical and educational experience and training directly related to and/or required for successful completion of the ECC courses or programs in which the students are enrolled.
Such access shall include one or more meeting rooms or conference areas for the assigned ECC students and the ECC faculty/instructors designated in the Appendix (ces).

2. The HOST will make known to the designated ECC faculty/instructors all rules, regulations and procedures of the HOST to be applicable to the assigned ECC students and ECC will be responsible for ensuring that the assigned ECC students are informed as to such policies and of their need to comply with same. The information provided by the HOST and explained by ECC Faculty/Instructors to ECC Students will include information relevant to the HOST’s policies and procedures with regard to the Health Insurance Portability and Accountability Act (HIPAA).

3. The HOST will have the right to require the removal of any assigned ECC student or designated ECC faculty/instructor who fails to comply with the HOST’s rules, regulations and procedures or whose condition or conduct jeopardizes the well-being or safety of any patient or employee of the HOST or any other person.

4. ECC will instruct the assigned students as to their ethical and legal obligations relative to confidentiality and to respect and preserve the presumptively confidential nature of all information which the students may obtain while gaining field, clinical, technical and educational experience and training at the HOST’s facilities, whether obtained from patients/significant others, another student, any staff or records of the HOST or otherwise. ECC will include in this instruction of the students specific reference to HIPPA and any special requirements of HIPPA relative to the student’s training at the HOST’s facility.

5. ECC’s designated faculty/instructors and assigned students shall not be deemed employees of the HOST nor shall any monetary consideration be paid by or to the HOST relative to the field, clinical, technical and educational experience and training provided under this Agreement.

6. ECC will neither publish nor cause to be published any material related to the field, clinical, technical and educational experience and training provided under this Agreement without prior written approval of the HOST.
7. The **HOST** will have the right to limit the number of **ECC** students who may be assigned to participate in the field, clinical, technical and educational experience and training to be provided under this Agreement.

8. The designee **ECC** faculty/instructors and the **HOST** designee will jointly agree, as indicated in the Appendix(ies), in advance of each semester or other applicable student training rotation, as to the number of students to be assigned by **ECC** and accepted by the **HOST** and as to the specific dates, hours and facilities for upcoming field, clinical, technical and educational experience and training.

9. Except as otherwise specifically provided herein, including Appendix(ies), neither **ECC** nor the **HOST** shall be financially responsible for expenses incurred by the assigned **ECC** students, including, but not limited to, all housing, meals and transportation to and from **ECC** and/or the **HOST**'s facilities.

10. Insofar as may be required under applicable law or regulation, **ECC** will see to it that every assigned **ECC** student has undergone a physical examination of sufficient scope so as to ensure that the said students do not assume their duties at the **HOST**'s facilities unless free from any health impairment which poses a risk to patients or otherwise interferes with the performance of said duties.

11. The **HOST** will make emergency medical care available to any designated **ECC** faculty or instructor or assigned **ECC** student who may become ill or incapacitated or who may be injured while at the **HOST**'s facilities. Said faculty, instructors and students shall be responsible for seeking and obtaining all other emergency medical care.

12. **ECC**, through the county of Erie is largely self-insured with regard to automobile liability, general liability, medical malpractice liability and workers' compensation matters. In the event that the **HOST** receives notice of any claim arising out of or related to the field, clinical, technical and educational experience and training provided under this Agreement, the **HOST** will immediately give notice thereof to **ECC**, through its designated faculty/instructor.

13. Notwithstanding its largely self-insured status, **ECC** does maintain a School Policy for Healthcare Provider Students which affords $1 million each claim/$3 million aggregate professional
liability insurance coverage to those ECC students, and their ECC faculty and advisors, who provide healthcare-related services. Where healthcare-related services are provided by assigned ECC students at the HOST's facilities, ECC will cause an insurance certificate evidencing such coverage to be issued to the HOST and will keep such coverage in place so long as ECC students are assigned to the HOST's facilities.

14. During all time periods when ECC students are assigned to the HOST’s facilities, the HOST will maintain in force and effect policies of general liability, automobile liability, professional liability and workers’ compensation insurance. The HOST will also provide ECC with evidence of such insurance coverages, on ACORD or equivalent insurance certificate forms, and copies of said insurance certificates will be attached to this Agreement.

15. The HOST agrees to defend, indemnify and hold harmless ECC, to include the County of Erie, and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from actions or omissions, materials provided, services rendered or other performance of or by the HOST, its agents, employees or volunteers, pursuant to this Agreement. ECC, to include the County of Erie, agrees to defend, indemnify and hold harmless the HOST and its agents and employees from and against all claims, damages, losses and causes of action arising out of or resulting from actions or omissions, materials provided, services rendered or other performance of or by ECC, its agents, employees or volunteers, pursuant to this Agreement.

16. With regard to any field, clinical, technical and educational experience and training involving the provision by assigned ECC students of healthcare services to patients:

A. The HOST will maintain overall supervision of all such patient care, including any required medical direction.

B. A professional staff member of the HOST may intervene in such patient care at any time and any manner deemed necessary, as dictated by the circumstances, so as to safeguard patient(s), including without limitation the issuance of emergency medical direction to the ECC student(s) or the resumption by the HOST of the provision of such care to patient(s).

C. ECC students will be instructed to immediately request guidance and direction from either a professional staff member of the HOST or an ECC faculty/instructor where the student becomes unsure as to how to proceed with the care of a patient or where a patient’s
condition appears to the student to require the immediate attention of a professional staff member of the HOST.

D. The designated ECC faculty/instructors will provide orientation to the HOST’s professional staff relative to the courses or programs in which the assigned ECC students are enrolled and the students’ previous field, clinical, technical and educational experience and training.

E. The professional staff of the HOST will provide orientation to the designated ECC faculty/instructors, and to the assigned ECC students, including without limitation the HOST’s procedures as to fire and safety evacuation, body substance isolation, safe use of tools and equipment, permitted entry and exit points for the HOST’s facilities, available locker or changing rooms, restricted or prohibited access areas and any requirements as to attire or the display of photo or other identification.

17. ECC and the HOST agree that each will comply with all applicable laws, rules, and regulations with respect to the performance of this Agreement.

18. Except as may otherwise be set forth in the Appendix(ies), and unless sooner terminated as set forth in paragraph “19”, this Agreement will commence as of the date first written above, will continue in full force and effect for a period of one (1) year and will thereafter continue in full force and effect until terminated as set forth in said paragraph “19”. Agreement will remain in effect, and reviewed for updates every five (5) years.

19. This Agreement may be terminated by either party for any reason upon ninety (90) days prior written notice addressed to the other as set forth Appendix, provided, however, that no such termination on the part of the HOST shall take effect prior to the conclusion of the student training rotation during which such notice of termination is given.

20. This Agreement may be modified only upon the further mutual consent of ECC and the HOST and then only by means of another writing, approved and executed in a similar fashion to the approval and execution of this Agreement.
APPENDIX
TO
ECC AFFILIATION AGREEMENT

NO. A

Town of Tonawanda Police Department
Emergency Medical Unit
1835 Sheridan Drive
Kenmore, NY 14223

Erie Community College
4041 Southwestern Blvd.
Orchard Park, NY 14127

HOST FACILITIES/LOCATIONS
List As Above

Joseph M. Gonter
Emergency Medical Technology
ECC South, Room 3130
716-851-1781
gonter@ecc.edu

Any written notice to be given by the HOST to ECC or by ECC to the HOST, and any exchange of written communications shall be directed and addressed, at a minimum, to the persons and to the non e-mail mailing addresses first listed above.
22. This Agreement supersedes all prior understandings and agreements between the parties, both written and oral.

23. This Agreement may not be assigned in whole or in part without the prior written consent of the parties.

ERIE COMMUNITY COLLEGE

By: Dr. Dan Hocoy
ECC President

Date: __________________________

APPROVED AS TO CONTENT:

Patrick J. Wiles, VP Health Science

Date 3/22/19

APPROVED AS TO FORM:

Leslie Ortiz Fogg
Assistant County Attorney, Erie County

Date

Doc. # ________________________

TOWN OF TONA WANDA POLICE
DEPARTMENT, EMERGENCY MEDICAL
UNIT

By: Joseph Emminger
Town Supervisor

Date 3/20/2018

APPROVED AS TO CONTENT:

Joseph M. Guiter, Department Chair

Date 3/20/2018
TOWN OF TONAWANDA

Self-Insurance Notice

This Notice will certify that, due to the unavailability or excessive cost of certain insurances as of September 15, 1985, the Town of Tonawanda has elected to become a self-insurer for liabilities formerly covered under policies of Automobile, Comprehensive General, Police Professional Liability and Workman's Compensation insurance.

In lieu of a Certificate of Insurance, please accept this Notice as evidence of the Town's intent to pay its legal obligations for meritorious Automobile, General, Police Professional Liability and Workman's Compensation claims made against it.

Payments for loss will be guaranteed by the full faith and credit of the Town or its districts, as applicable, and will be paid out of current budgeted funds or, if insufficient, from funded loss reserves or from the proceeds of Bonds which current laws permit the Town to issue to pay claims against it.

Marguerite Greco, Town Clerk
Town of Tonawanda

January 1, 2019 Through December 31, 2019
Erie Community College Affiliation Agreement

This agreement is made as of this \( \frac{9/18}{9/18} \) \( (\text{DATE,}) \) by and between ERIE COMMUNITY COLLEGE, an educational institution part of a municipal corporation of the State of New York, namely, the County of Erie [hereinafter referred to as “ECC”], and (enter name) \( \text{UPMC Chan\text{[signature]}} \) an individual, partnership, limited liability company, corporation or other organization doing business in the State of New York [hereinafter referred to as the “HOST”].

WITNESSETH

WHEREAS, ECC and the HOST are desirous of developing a program pursuant to which ECC students may make use of some or all of the HOST’s facilities for the purpose of enabling said students to gain field clinical, technical and educational experience and training directly related to and/or required for successful completion of the ECC courses or programs in which the students are enrolled, and

WHEREAS, the HOST is willing to afford assigned ECC students access to the HOST’s facilities for such purpose, upon the terms and conditions set forth herein, and to accept said students without regard to sex, race, color, disability, national and ethnic origin, age, sexual orientation, religion or creed.

NOW, THEREFORE, ECC and the HOST, in consideration of the covenants contained herein, hereby mutually agree and intend to be legally bound as follows:

1. The HOST will afford assigned ECC students access to the HOST’s facilities, at the location(s) identified in the Appendix(ies) annexed hereto, for the purpose of enabling said students to gain field clinical, technical and educational experience and training directly related to and/or required for successful completion of the ECC courses or programs in which the students are enrolled. Such
access shall include one or more meeting rooms or conference areas for the assigned ECC students and the ECC faculty/instructors designated in the Appendix (ces).

2. The HOST will make known to the designated ECC faculty/instructors all rules, regulations and procedures of the HOST to be applicable to the assigned ECC students and ECC will be responsible for ensuring that the assigned ECC students are informed as to such policies and of their need to comply with same. The information provided by the HOST and explained by ECC Faculty/Instructors to ECC Students will include information relevant to the HOST’s policies and procedures with regard to the Health Insurance Portability and Accountability Act (HIPAA).

3. The HOST will have the right to require the removal of any assigned ECC student or designated ECC faculty/instructor who fails to comply with the HOST’s rules, regulations and procedures or whose condition or conduct jeopardizes the well-being or safety of any patient or employee of the HOST or any other person.

4. ECC will instruct the assigned students as to their ethical and legal obligations relative to confidentiality and to respect and preserve the presumptively confidential nature of all information which the students may obtain while gaining field clinical, technical and educational experience and training at the HOST’s facilities, whether obtained from patients/significant others, another student, any staff or records of the HOST or otherwise. ECC will include in this instruction of the students specific reference to HIPAA and any special requirements of HIPPA relative to the student’s training at the HOST’s facility.

5. ECC’s designated faculty/instructors and assigned students shall not be deemed employees of the HOST nor shall any monetary consideration be paid by or to the HOST relative to the field clinical, technical and educational experience and training provided under this Agreement.

6. ECC will neither publish nor cause to be published any material related to the field clinical, technical and educational experience and training provided under this Agreement without prior written approval of the HOST.
7. The HOST will have the right to limit the number of ECC students who may be assigned to participate in the field clinical, technical and educational experience and training to be provided under this Agreement.

8. The designee ECC faculty/instructors and the HOST designee will jointly agree, as indicated in the Appendix( ces ), in advance of each semester or other applicable student training rotation, as to the number of students to be assigned by ECC and accepted by the HOST and as to the specific dates, hours and facilities for upcoming field clinical, technical and educational experience and training.

9. Except as otherwise specifically provided herein, including Appendix( ces ), neither ECC nor the HOST shall be financially responsible for expenses incurred by the assigned ECC students, including, but not limited to, all housing, meals and transportation to and from ECC and/or the HOST's facilities.

10. Insofar as may be required under applicable law or regulation, ECC will see to it that every assigned ECC student has undergone a physical examination of sufficient scope so as to ensure that the said students do not assume their duties at the HOST's facilities unless free from any health impairment which poses a risk to patients or otherwise interferes with the performance of said duties.

11. The HOST will make emergency medical care available to any designated ECC faculty or instructor or assigned ECC student who may become ill or incapacitated or who may be injured while at the HOST's facilities. Said faculty, instructors and students shall be responsible for seeking and obtaining all other emergency medical care.

12. ECC, through the county of Erie is largely self-insured with regard to automobile liability, general liability, medical malpractice liability and workers’ compensation matters. In the event that the HOST receives notice of any claim arising out of or related to the field clinical, technical and educational experience and training provided under this Agreement, the HOST will immediately give notice thereof to ECC, through its designated faculty/instructor.

13. Notwithstanding its largely self-insured status, ECC does maintain a School Policy for Healthcare Provider Students which affords $1 million each claim/$3 million aggregate professional
liability insurance coverage to those ECC students, and their ECC faculty and advisors, who provide healthcare-related services. Where healthcare-related services are provided by assigned ECC students at the HOST’s facilities, ECC will cause an insurance certificate evidencing such coverage to be issued to the HOST and will keep such coverage in place so long as ECC students are assigned to the HOST’s facilities.

14. During all time periods when ECC students are assigned to the HOST’s facilities, the HOST will maintain in force and effect policies of general liability, automobile liability, professional liability and workers’ compensation insurance. The HOST will also provide ECC with evidence of such insurance coverages, on ACORD or equivalent insurance certificate forms, and copies of said insurance certificates will be attached to this Agreement.

15. The HOST agrees to defend, indemnify and hold harmless ECC, to include the County of Erie, and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from actions or omissions, materials provided, services rendered or other performance of or by the HOST, its agents, employees or volunteers, pursuant to this Agreement. ECC, to include the County of Erie, agrees to defend, indemnify and hold harmless the HOST and its agents and employees from and against all claims, damages, losses and causes of action arising out of or resulting from actions or omissions, materials provided, services rendered or other performance of or by ECC, its agents, employees or volunteers, pursuant to this Agreement.

16. With regard to any field clinical, technical and educational experience and training involving the provision by assigned ECC students of healthcare services to patients:
   A. The HOST will maintain overall supervision of all such patient care, including any required medical direction.
   B. A professional staff member of the HOST may intervene in such patient care at any time and any manner deemed necessary, as dictated by the circumstances, so as to safeguard patient(s), including without limitation the issuance of emergency medical direction to the ECC student(s) or the resumption by the HOST of the provision of such care to patient(s).
   C. ECC students will be instructed to immediately request guidance and direction from either a professional staff member of the HOST or an ECC faculty/instructor where the student becomes unsure as to how to proceed with the care of a patient or where a patient’s
condition appears to the student to require the immediate attention of a professional staff member of the HOST.

D. The designated ECC faculty/instructors will provide orientation to the HOST’s professional staff relative to the courses or programs in which the assigned ECC students are enrolled and the students’ previous field clinical, technical and educational experience and training.

E. The professional staff of the HOST will provide orientation to the designated ECC faculty/instructors, and to the assigned ECC students, including without limitation the HOST’s procedures as to fire and safety evacuation, body substance isolation, safe use of tools and equipment, permitted entry and exit points for the HOST’s facilities, available locker or changing rooms, restricted or prohibited access areas and any requirements as to attire or the display of photo or other identification.

17. ECC and the HOST agree that each will comply with all applicable laws, rules, and regulations with respect to the performance of this Agreement.

18. Except as may otherwise be set forth in the Appendix(ices), and unless sooner terminated as set forth in paragraph “19”, this Agreement will commence as of the date first written above, will continue in full force and effect for a period of one (1) year and will thereafter continue in full force and effect until terminated as set forth in said paragraph “19”.

19. This Agreement may be terminated by either party for any reason upon ninety (90) days prior written notice addressed to the other as set forth Appendix, provided, however, that no such termination on the part of the HOST shall take effect prior to the conclusion of the student training rotation during which such notice of termination is given.

20. This Agreement may be modified only upon the further mutual consent of ECC and the HOST and then only by means of another writing, approved and executed in a similar fashion to the approval and execution of this Agreement.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The illegality or non-enforceability of any provision of this Agreement shall not affect the validity of remaining provisions.
22. This Agreement supersedes all prior understandings and agreements between the parties, both written and oral.

23. This Agreement may not be assigned in whole or in part without the prior written consent of the parties.

ERIE COMMUNITY COLLEGE

By: Dr. Daniel Hocoy
ECC President
Date: ________________________________

APPROVED AS TO CONTENT:

Patrick J. Wiles, VP Health Science
Date: ________________________________

APPROVED AS TO FORM:

Leslie Ortiz Fogg
Assistant County Attorney, Erie County
Date: ________________________________
Doc. # ________________________________

Name of Site

UPMC Chautauqua Cancer Tx Center

By: ________________________________

Date: 9/6/18

APPROVED AS TO CONTENT:

Damarra Kell
Department Head/Chair
Date: 9/6/18

Date

Janine West, Radiology Therapy
Dept. Head
10/18/18
CERTIFICATE OF INSURANCE

INSURER: Medical Liability Mutual Insurance Company

SERVICING OFFICE: 8 British American Blvd • Latham, New York 12110 • (518)786-2700 • (800)635-0666

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

NAMED INSURED:

UPMC Chautauqua At WCA
207 Foote Avenue, PO Box 840
Jamestown, NY 14701

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured above for the policy period indicated. Not with standing any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits may have been reduced by paid claims.

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<th>POLICY NUMBER</th>
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<th>POLICY EXPIRATION DATE</th>
<th>LIMITS</th>
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<td>06/01/2019</td>
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<td>EACH OCCURRENCE $</td>
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<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>OCCURRENCE</td>
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<td>DAMAGE TO PREMISES RENTED TO YOU (any one premises) $</td>
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<tr>
<td>Owner's &amp; Contractor's Prot</td>
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<td>MED EXP (Any one person) $</td>
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<tr>
<td>Excess Liability</td>
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<td>GENERAL AGGREGATE $</td>
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<td>UMBRELLA FORM</td>
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<td>PRODUCTS-COMP/OP AGGREGATE $</td>
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<tr>
<td>OTHER THAN UMBRELLA FORM</td>
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<td>$</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Coverage is provided subject to the terms and conditions of the above referenced policy for Caroline Zatyko, RD (Dietician) employed by the Named Insured, but only for acts within the scope of his/her employment in the conduct of the Named Insured's business per NYP 0051 1009, Section II Who Is An Insured 1. Employees, Students and Authorized Volunteers Workers item a.

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named below, but the mailing or the failure to mail notice shall impose no obligation or liability of any kind upon the company, its agents or representatives and it is understood that the named certificate holder expressly consents to the same.

CERTIFICATE HOLDER

UPMC Chautauqua at WCA
207 Foote Avenue, P.O. Box 840
Jamestown, NY 14701

Authorized Representative

COI-HOP-04-07
Executive Summary

Date: April 25, 2019

Subcommittee: Consent Agenda

Agenda Item: SUNY Program Revision Proposal: Changes to an Existing Program (Form 3A) for the North Campus programs of (1) Environmental Science A.S. degree and (2) Mechatronics certificate – request approval to submit curricula changes

This item is: For Board's Approval

Backup Documentation: Attached to this document

Background Information:
The curricula for the programs of (1) Engineering Science A.S. degree and (2) Mechatronics certificate are being revised to provide students with newer and/or revised courses that are better suited to the programs.

Reasons for Recommendation:
The proposed revisions were approved by the College-wide Curriculum Committee on behalf of the Environmental Science Department Chair William Falls on February 5 and the Mechatronics Department Chair Ralph Coviello on April 2.

Fiscal Implications:
None

Consequences of Negative Action:
The programs need to maintain currency both in their fields and in higher education learning outcomes.

Steps Following Approval:
The two SUNY Forms 3A with outlines for new courses will be submitted for approval to the State University of New York Provost and then to the New York State Education Department.

Contact Information If Any Questions:
Douglas M. Scheidt, Ph.D., Provost and Executive Vice President
Phone: (716) 851-1500 / E-Mail: scheidt@ecc.edu
SUNY approval and SED registration are required for many changes to registered programs. To request a change to a registered program leading to an undergraduate degree, a graduate degree, or a certificate that does not involve the creation of a new program, a Chief Executive or Chief Academic Officer must submit a signed cover letter and this completed form to the SUNY Provost at program.review@suny.edu.

### Section 1. General Information

<table>
<thead>
<tr>
<th>a) Institutional Information</th>
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</thead>
<tbody>
<tr>
<td>Institution’s 6-digit SED Code:</td>
<td>272700</td>
</tr>
<tr>
<td>Institution’s Name:</td>
<td>SUNY Erie Community College</td>
</tr>
<tr>
<td>Address:</td>
<td>6205 Main St, Williamsville, NY 14221</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>b) Program Locations</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>List each campus where the entire program will be offered (with each institutional or branch campus 6-digit SED Code): North Campus: 272700</td>
<td></td>
</tr>
<tr>
<td>Erie Community College, North Campus</td>
<td></td>
</tr>
<tr>
<td>6205 Main Street</td>
<td></td>
</tr>
<tr>
<td>Williamsville, NY 14221</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>c) Registered Program to be Changed</th>
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<tbody>
<tr>
<td>Program Title:</td>
<td>Environmental Science</td>
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<tr>
<td>SED Program Code</td>
<td>34041</td>
</tr>
<tr>
<td>Award(s) (e.g., A.A., B.S.):</td>
<td>AS</td>
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<tr>
<td>Number of Required Credits:</td>
<td>Minimum [ 63 ]</td>
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<td>HEGIS Code:</td>
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<td>CIP 2010 Code:</td>
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<td>Effective Date of Change:</td>
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<tr>
<td>Effective Date of Completion(^2):</td>
<td>5/22/2022</td>
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<table>
<thead>
<tr>
<th>d) Campus Contact</th>
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</thead>
<tbody>
<tr>
<td>Name and title:</td>
<td>Brian Milleville, Assistant Professor and College-Wide Curriculum Chair</td>
</tr>
<tr>
<td>Telephone and email:</td>
<td>716-270-5295 <a href="mailto:millevilleb@ecc.edu">millevilleb@ecc.edu</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>e) Chief Executive or Chief Academic Officer Approval</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Signature affirms that the proposal has met all applicable campus administrative and shared governance procedures for consultation, and the institution’s commitment to support the proposed program. E-signatures are acceptable.</td>
<td></td>
</tr>
<tr>
<td>Name and title:</td>
<td>Douglas M. Scheidt, Ph.D., Provost and Executive Vice President</td>
</tr>
<tr>
<td>Signature and date:</td>
<td></td>
</tr>
</tbody>
</table>

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\(^1\) To propose changes that would create a new program, Form 3B, Creating a New Program from Existing Program(s), is required.

\(^2\) If the current program(s) must remain registered until enrolled students have graduated, the anticipated effective date by which continuing students will have completed the current version of the program(s).
The curriculum changes that are being proposed for the Environmental Science program are meant to address the following issues.

- Multiple courses in the existing curriculum are neither recommended by the SUNY transfer pathway for Environmental Science, Biophysical track, nor comparable to courses at similar institutions. These courses have been made STEM Electives in the proposed curriculum.
- MT125 College Algebra 1 is a pre-requisite for CH180 and PH270. In the past, MT125 was removed from the curriculum in order to add a redundant content course. MT125, or higher dependent on placement test score, has been added back into the proposed curriculum. This also puts students on track to take the math courses necessary to be calculus based at 4-year institutions. Students who are ready can begin with pre-calculus or calculus. This change follows the SUNY Transfer Path.
- The current curriculum only allows for Algebra-based Physics (PH270/271). Multiple institutions that students transfer to from SUNY Erie require Calculus-based Physics (PH280/281). We have made PH280/281 an option in the proposed curriculum as well as adding the pre-requisite math courses as STEM Electives.
- The SUNY Transfer path for Environmental Science, Biophysical track lists Calculus and Organic Chemistry as recommended. These courses have been added as STEM electives as well as some other courses that were previously not an option for students but are helpful for transfer.
- The Environmental Science courses in the current curriculum are all entry level courses open to any student, there is not a single advanced course where we can properly assess Environmental Science program competencies. A capstone experience titled ENS Capstone has been added to the final semester to allow us to effectively assess program competencies. While there are three different options for the capstone experience, a common assessment rubric has been written that will be used in all three courses.

b) Provide a side-by-side comparison of all the courses in the existing and proposed revised program that clearly indicates all new or significantly revised courses, and other changes.
<table>
<thead>
<tr>
<th>Existing Curriculum</th>
<th>Proposed Curriculum</th>
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<tbody>
<tr>
<td>* At college, science lab credit hours reduced from 1.5 to 1</td>
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</tr>
<tr>
<td><strong>Course Number &amp; Name</strong></td>
<td><strong>Course Number &amp; Name</strong></td>
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<tr>
<td><strong>Credit Hours</strong></td>
<td><strong>Credit Hours</strong></td>
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<tr>
<td><strong>First Semester Year 1</strong></td>
<td><strong>First Semester Year 1</strong></td>
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<tr>
<td>PH 120 - Environmental Science</td>
<td>PH 120 - Environmental Science</td>
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<tr>
<td>PH 121 - Lab for Environmental Science</td>
<td>PH 121 - Lab for Environmental Science</td>
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<td>1</td>
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<tr>
<td>EN 110 - College Composition</td>
<td>EN 110 - College Composition</td>
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<tr>
<td>3</td>
<td>3</td>
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<tr>
<td>GL 160 - Physical Geology <em>(Remove)</em></td>
<td>MT 125 – College Algebra/ or MT 126, MT 180, MT 181 depending on placement <em>(Add)</em></td>
</tr>
<tr>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>GL 161 - Lab for GL 160 <em>(Remove)</em></td>
<td>STEM Elective <em>(Add)</em></td>
</tr>
<tr>
<td>1</td>
<td>3 or 4</td>
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<tr>
<td>GL 170 - Field Ecology <em>(Remove)</em></td>
<td>SUNY General Education Elective *(AH/ WC/ OW/ FL) <em>(Add)</em></td>
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<tr>
<td>CH 116 - Chemistry and the Environment <em>(Remove)</em></td>
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<td><strong>Second Semester Year 1</strong></td>
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<tr>
<td>PH 122 - Environmental Science II <em>(Remove)</em></td>
<td>STEM Elective <em>(Add)</em></td>
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<tr>
<td>3</td>
<td>3 or 4</td>
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<tr>
<td>PH 123 - Lab for Environmental Science II <em>(Remove)</em></td>
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<td>1</td>
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<tr>
<td>BI 110 - Biology I</td>
<td>BI 110 - Biology I</td>
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<td>BI 115 - Laboratory for BI 110</td>
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<tr>
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<td>CH 180 - University Chemistry I</td>
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<td>CH 181 - Lab for CH 180</td>
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<td>EN 111 - Composition and Interpretation of Literature</td>
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<td>PH 130 - Alternative Energy <em>(Remove)</em></td>
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<td>3 or 4</td>
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<td>BI 112 - Biology II</td>
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<td>BI 117 - Laboratory for BI 112</td>
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<td>CH 182 - University Chemistry II</td>
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<td>CH 183 - Lab for CH 182</td>
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<td>PH 270 - College Physics I</td>
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<td>PH 271 - Lab for PH 270</td>
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<td>MT 143 - Introductory Statistics I</td>
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<td>ENS Capstone <em>(add-options below)</em></td>
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### ENS Capstone Options:

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<th>Credit Hours</th>
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<tr>
<td>GL 130 - Hazardous Waste Operations</td>
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<tr>
<td>GL 180 - Internship in Environmental Technology and Geoscience</td>
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<tr>
<td>GL 270 - Field Ecology Expedition</td>
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### STEM Electives

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<td>BI 231 - Lab for BI 230</td>
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<td>CH 116 - Chemistry and the Environment</td>
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<td>CH 117 - Lab for CH 116</td>
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<td>CH 220 - Organic Chemistry I</td>
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<td>CH 221 - Lab for CH 220</td>
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<td>CH 240 – Analytical Chemistry</td>
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<td>CH 241 – Lab for CH 240</td>
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<td>GL 160 - Physical Geology</td>
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<td>GL 161 - Lab for GL 160</td>
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<tr>
<td>GL 170 - Field Ecology</td>
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</tr>
<tr>
<td>GL 190 – Unconventional Hydrocarbon Recovery</td>
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</tr>
<tr>
<td>MT 180 - Pre-Calculus Mathematics</td>
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</tr>
<tr>
<td>MT 181 - Calculus and Analytic Geometry I</td>
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<tr>
<td>PH 122 - Environmental Science II</td>
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<tr>
<td>PH 123 - Lab for Environmental Science II</td>
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</tr>
<tr>
<td>PH 130 - Alternative Energy</td>
<td>3</td>
</tr>
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</table>

c) For each new or significantly revised course, **provide** a syllabus at the end of this form, and, on the **SUNY Faculty Table** provide the name, qualifications, and relevant experience of the faculty teaching each new or significantly revised course. **NOTE:** *Syllabi for all courses should be available upon request. Each syllabus should show that all work for credit is college level and of the appropriate rigor. Syllabi generally include a course description, prerequisites and corequisites, the number of lecture and/or other contact hours per week, credits allocated (consistent with SUNY policy on credit/contact hours), general course requirements, and expected student learning outcomes.*

All courses being added are currently offered by SUNY Erie and no significant revisions have occurred to any of these courses.

d) What are the additional costs of the change, if any? If there are no anticipated costs, explain why.

There are no anticipated additional costs, all the courses being added to the curriculum as optional electives are already offered on campus.

### Section 2.2. Other Changes

Check all that apply. Describe each proposed change and why it is proposed.

- [ ] Program title
- [ ] Program award
- [ ] **Mode of delivery**

**NOTES:** (1) If the change in delivery enables students to complete 50% of more of the program via distance education, submit a [Distance Education Format Proposal](#) as part of this proposal. (2) If the change involves
adding an accelerated version of the program that impacts financial aid eligibility or licensure qualification, SED may register the version as a separate program.

[ ] Format change(s) (e.g., from full-time to part-time), based on SED definitions, for the entire program
  1) State proposed format(s) and consider the consequences for financial aid
  2) Describe availability of courses and any change in faculty, resources, or support services.

[ ] A change in the total number of credits in a certificate or advanced certificate program

[ ] Any change to a registered licensure-qualifying program, or the addition of licensure qualification to an existing program. **Exception:** Small changes in the required number of credits in a licensure-qualifying program that do not involve a course or courses that satisfy one of the required content areas in the profession.
# SUNY Transfer Path: Environmental Science (Biophysical Track)

## SUNY Undergraduate Program Schedule

**Program/Track Title and Award:** Environmental Science AS SUNY Transfer Path: Environmental Science (Biophysical Track)

### First Semester Year 1

<table>
<thead>
<tr>
<th>Course Number &amp; Title</th>
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<th>Maj</th>
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</thead>
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</table>

### Second Semester Year 1

<table>
<thead>
<tr>
<th>Course Number &amp; Title</th>
<th>Cr</th>
<th>GER</th>
<th>LAS</th>
<th>Maj</th>
<th>TPath</th>
<th>New</th>
<th>Co/Prerequisites</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

### Key
- **Cr:** Credits
- **GER:** SUNY General Education Requirement
- **LAS:** Liberal Arts & Sciences
- **Maj:** Major requirement
- **TPath:** SUNY Transfer Path
- **New:** New course (Enter X)
- **Co/Prerequisites:** List co/prerequisite(s) for the noted courses
- **Upper Division:** Courses intended primarily for juniors and seniors
- **SUNY GER Category Abbreviations:**
  - American History (AH)
  - Basic Communication (BC)
  - Foreign Language (FL)
  - Humanities (H)
  - Math (M)
  - Natural Sciences (NS)
  - Other World Civilizations (OW)
  - Social Science (SS)
  - The Arts (AR)
  - Western Civilization (WC)

### Term credit totals (Year 1)

- **First Semester Year 1:** 14-15 credits
- **Second Semester Year 1:** 11-12 credits

### Program Totals (in credits):

- **Total Credits:** 60-63 credits
- **SUNY GER:** 48 credits
- **LAS:** 48 credits
- **Major:** 40-43 credits
- **TPath:** 32 credits
- **Upper Division:**
  - Courses intended primarily for juniors and seniors

### Notes
- SUNY GER Category Abbreviations:
  - American History (AH)
  - Basic Communication (BC)
  - Foreign Language (FL)
  - Humanities (H)
  - Math (M)
  - Natural Sciences (NS)
  - Other World Civilizations (OW)
  - Social Science (SS)
  - The Arts (AR)
  - Western Civilization (WC)
a) If applicable, provide information on faculty members who will be teaching new or significantly revised courses in the program. Expand the table as needed.

b) **Append** at the end of this document position descriptions or announcements for each to-be-hired faculty member

<table>
<thead>
<tr>
<th>Faculty Member Name and Title and/or Rank at the Institution (Include and identify Program Director.)</th>
<th>% of Time Dedicated to This Program</th>
<th>Program Courses Which May Be Taught (Number and Title)</th>
<th>Highest and Other Applicable Earned Degrees (include College or University)</th>
<th>Discipline(s) of Highest and Other Applicable Earned Degrees</th>
<th>Additional Qualifications: List related certifications and licenses and professional experience in field.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PART 1. Full-Time Faculty</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Karen Wehn - Instructor</td>
<td>100</td>
<td>GL160/161, PH122/123, PH130, GL130, GL270</td>
<td>Masters- Case Western University</td>
<td>Geology</td>
<td>OSHA certified for hazardous waste disposal, Golder Associates</td>
</tr>
<tr>
<td>Dr. Yashu Xuan - Professor</td>
<td>50</td>
<td>PH120/121</td>
<td></td>
<td>Physics</td>
<td></td>
</tr>
<tr>
<td>Dr. William Falls – Program Director</td>
<td>50</td>
<td>PH270/271</td>
<td>PhD – SUNY at Buffalo</td>
<td>Physics</td>
<td></td>
</tr>
<tr>
<td><strong>PART 2. Part-Time Faculty</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scott Lembitz – Assistant Professor</td>
<td>100</td>
<td>GL 170, GL 270, GL 180</td>
<td>B.S. - SUNY at Buffalo</td>
<td></td>
<td>Earthspirit Inc.</td>
</tr>
<tr>
<td>Erin Johnson – Assistant Professor</td>
<td>100</td>
<td>PH120</td>
<td>Masters - SUNY at Buffalo</td>
<td>Environmental engineering</td>
<td></td>
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<tr>
<td>Robbyn Drake – Assistant Professor</td>
<td>100</td>
<td>PH120/121, GL 180</td>
<td></td>
<td>Director Buffalo Niagara Riverkeeper</td>
<td></td>
</tr>
<tr>
<td><strong>Part 3. To-Be-Hired Faculty (List as TBH1, TBH2, etc., and provide expected hiring date instead of name.)</strong></td>
<td></td>
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</tbody>
</table>
SUNY approval and SED registration are required for many changes to registered programs. To request a change to a registered program leading to an undergraduate degree, a graduate degree, or a certificate that does not involve the creation of a new program, a Chief Executive or Chief Academic Officer must submit a signed cover letter and this completed form to the SUNY Provost at program.review@suny.edu.

### Section 1. General Information

<table>
<thead>
<tr>
<th>a) Institutional Information</th>
<th>Institution’s 6-digit SED Code: 272700</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Institution’s Name: SUNY Erie Community College</td>
</tr>
<tr>
<td></td>
<td>Address: 6205 Main Street</td>
</tr>
<tr>
<td></td>
<td>Williamsville, NY 14221</td>
</tr>
</tbody>
</table>

| b) Program Locations   | List each campus where the entire program will be offered (with each institutional or branch campus 6-digit SED Code): 272700 |
|------------------------|====================================================================================================================================|
|                        | Erie Community College - North Campus                                                                                              |
|                        | 6205 Main Street                                                                                                                    |
|                        | Williamsville, NY 14221                                                                                                               |

List the name and address of off-campus locations (i.e., extension sites or extension centers) where courses will offered, or check here [ ] if not applicable:

- Northlands Workforce Training Center (extension center)
  683 Northland Avenue
  Buffalo, NY 14211

<table>
<thead>
<tr>
<th>c) Registered Program to be Changed</th>
<th>Program Title: Mechatronics Certificate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SED Program Code: 38272</td>
</tr>
<tr>
<td></td>
<td>Award(s) (e.g., A.A., B.S.): Certificate</td>
</tr>
<tr>
<td></td>
<td>Number of Required Credits: Minimum [ 25] If tracks or options, largest minimum [ ]</td>
</tr>
<tr>
<td></td>
<td>HEGIS Code: 5311</td>
</tr>
<tr>
<td></td>
<td>CIP 2010 Code: 15.0403</td>
</tr>
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<td></td>
<td>Effective Date of Change: Fall 2019</td>
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<tr>
<td></td>
<td>Effective Date of Completion² Fall 2019</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>d) Campus Contact</th>
<th>Name and title: Brian Milleville, Assistant Professor and College-Wide Curriculum Chair</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Telephone and email: 716-270-5295 <a href="mailto:millevilleb@ecc.edu">millevilleb@ecc.edu</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>e) Chief Executive or Chief Academic Officer Approval</th>
<th>Signature affirms that the proposal has met all applicable campus administrative and shared governance procedures for consultation, and the institution’s commitment to support the proposed program. E-signatures are acceptable.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name and title: Douglas M. Scheidt, Ph.D., Provost and Executive Vice President</td>
</tr>
</tbody>
</table>

Signature and date:

---

¹ To propose changes that would create a new program, Form 3B, Creating a New Program from Existing Program(s), is required.
² If the current program(s) must remain registered until enrolled students have graduated, the anticipated effective date by which continuing students will have completed the current version of the program(s).
Section 2. Program Information

Section 2.1. Changes in Program Content

[ ] No changes in program content. Proceed to Section 2.2.

a) Check all that apply. Describe each proposed change and why it is proposed.

[X] Cumulative change from SED’s last approval of the registered program of one-third or more of the minimum credits required for the award (e.g., 20 credits for associate degree programs, 40 credits for bachelor’s degree programs)

[ ] Changes in a program’s focus or design

[ ] Adding or eliminating one or more options, concentrations or tracks

[ ] Eliminating a requirement for program completion (such as an internship, clinical placement, cooperative education, or other work or field-based experience). Adding such requirements must remain in compliance with SUNY credit cap limits.

[ ] Altering the liberal arts and science content in a way that changes the degree classification of an undergraduate program, as defined in Section 3.47(c)(1-4) of Regents Rules

Summary of Program Changes:

Mechatronics is a branch of engineering that focuses on both electrical and mechanical systems. Job titles include: Maintenance Mechanic, Electrical Technician, Mechanical Technician, Maintenance Technician and Test Technician. Companies that the department spoke to over the past several years include: K-Technologies, General Motors, Moog, National Grid, Tesla, PCB Piezotronics, Sorrento Cheese, Praxair, Dunlop, Eastman Machinery, Perry’s Ice Cream and others in the Buffalo Manufacturing Alliance. The changes to the certificate reflect conversations with these industry partners and the department’s Advisory Board.

Mechatronics technicians entering the workforce should be able to perform functions such as set-up, installation, maintenance, electronic and/or mechanical diagnostic troubleshooting, safety and repair of plant machinery, systems, and structures. The current existing Mechatronics certificate was developed for students that were already working in industry with an associate or bachelor degree in mechanical or electrical engineering technology. The proposed changes are intended to provide more hands-on learning for the students, a need indicated by our local industry partners. As such, the new courses described below are all lecture-lab combinations except for MH104 Industrial Print Fundamentals.

Furthermore, SUNY Erie’s Electrical Engineering Technology department is making curricular changes and are phasing out the courses with prefix IE currently used in one of their certificates and in the Mechatronics certificate. The courses described below with prefix MH have been constructed to meet the needs of Mechatronics students.

Proposed Changes:

First Semester

□ Creation of MH100 Fundamentals of Electronics
Local companies stressed the importance of technicians having some basic knowledge of electronics that include Direct Current, Alternating Current, Solid State Electronics as well as basic Digital Electronics. A general understanding of fundamental electronics is required for courses in the second semester of the certificate.

□ Replacing IE100/101 Industrial Electricity and its Lab with MH102 Commercial and Industrial Wiring
During a meeting with the Manufacturing Alliance (BMA), ten companies explained that many of their technical employees hired could not perform basic wiring connections. Some were unable to splice a wire or install a connector onto a cable and many lacked basic understanding of wiring and power. In MH102 students will learn safety, National Electrical Codes and proper wiring methods for cable connections, outlets and fixtures.
Replacing IT115 Technical Communications and Graphics with MH104 Industrial Print Fundamentals. While a fine course, IT115 Technical Communications and Graphics focuses on visualizing a solid object from an orthographic projection drawing, hidden lines, center lines, and other topics not needed by a Mechatronics technician. MH104 Industrial Print Fundamentals will focus on systems diagrams, schematics, building, machine, electrical, ladder logic and assembly drawings. The course will focus on the four systems serviced by Mechatronics technicians: electrical, mechanical, hydraulic and pneumatic.

Changing the name of CP275 Fluid Power to MH106 Pneumatics and Hydraulics to better reflect the content of the course.

Remove MT121 from curriculum.
The math required for these technical courses is very minimal. For example, in the Fundamentals of Electronics course, Ohm’s Law only requires multiplication and division. Graduates with this certificate will be employed installing and maintaining equipment, which will not require vast calculations.

Second Semester:

Replacing IE140 AC/DC Machines with MH140 Motor Control.

MH140 covers most of the topics from IE140 but the lab experiments in MH140 will implement the Amatrol Learning System Trainers used by other Colleges and Universities that offer Mechatronics degrees/certificates. The Amatrol trainers utilized in the lab portion of the course include troubleshooting modules that allow students to develop critical thinking in troubleshooting various electrical, mechanical, pneumatic and hydraulics faults. This will be an excellent way to exemplify on a smaller scale what students will see when entering the workforce.


While IE161 Industrial Robotics and Automation was a general course on robotics and taught basic robotic operations, MH142 Industrial Robotics and Automation will specify on the use of FANUC Robots. FANUC is the industrial leader in robotics and students learn how to create, execute, modify and troubleshoot programs.

Replacing IE160 Programmable Logic Controllers with MH144 Industrial Programmable Logic Controllers.

MH144 will utilize the industry standard Allen-Bradley software called RSLogix 500 and RSLogix 5000. Most companies in western New York and throughout the country use Allen Bradley software for PLC automation.

CP295 Mechanical Power Transmission will move from the first semester to the second semester and be renamed MH146 Mechanical Systems.

Removing DF157 Fundamentals of Mechatronic Systems from curriculum. This course assumes that the student has advanced engineering knowledge and computer programming skills in C++ and is not appropriate for our target population.

Remove IT235 Advanced Manufacturing Processes from curriculum.
b) Provide a side-by-side comparison of all the courses in the existing and proposed revised program that clearly indicates all new or significantly revised courses, and other changes.

<table>
<thead>
<tr>
<th>Existing Curriculum</th>
<th>Proposed Curriculum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Course Name</td>
<td>Credit Hours</td>
</tr>
<tr>
<td>First Year, Fall Semester</td>
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<tr>
<td>IE100 Industrial Electricity</td>
<td>3</td>
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<tr>
<td>IE101 Lab for IE-100</td>
<td>1</td>
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<tr>
<td>IT115 Technical Communications and Graphics</td>
<td>2</td>
</tr>
<tr>
<td>CP275 Fluid Power (formerly IT275 Fluid Power)</td>
<td>3</td>
</tr>
<tr>
<td>CP295 Mechanical Power Transmission (formerly IT295 Mechanical Power)</td>
<td>3</td>
</tr>
<tr>
<td>MT121 Technical Mathematics I</td>
<td>4</td>
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<tr>
<td><strong>Total</strong></td>
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<thead>
<tr>
<th>First Year, Spring Semester</th>
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<th>First Year, Spring Semester</th>
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</thead>
<tbody>
<tr>
<td>DF157 Fundamentals of Mechatronic Systems</td>
<td>3</td>
<td>MH140 Motor Control-new</td>
<td>3</td>
</tr>
<tr>
<td>IE140 AC/DC Machines</td>
<td>3</td>
<td>MH142 Industrial Robotics and Automation-new</td>
<td>3</td>
</tr>
<tr>
<td>IE160 Programmable Logic Controllers</td>
<td>3</td>
<td>MH144 Industrial Programmable Logic Controllers-new</td>
<td>3</td>
</tr>
<tr>
<td>IE161 Industrial Robotics &amp; Automation</td>
<td>3</td>
<td>MH146 Mechanical Systems (formerly IT295 Mechanical Power, CP295 Mechanical Power Transmission)</td>
<td>3</td>
</tr>
<tr>
<td>IT235 Advanced Manufacturing Processes</td>
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<td></td>
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<tr>
<td><strong>Total</strong></td>
<td>16</td>
<td><strong>Total</strong></td>
<td>12</td>
</tr>
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</table>

c) For each new or significantly revised course, provide a syllabus at the end of this form, and, on the SUNY Faculty Table provide the name, qualifications, and relevant experience of the faculty teaching each new or significantly revised course. NOTE: Syllabi for all courses should be available upon request. Each syllabus should show that all work for credit is college level and of the appropriate rigor. Syllabi generally include a course description, prerequisites and corequisites, the number of lecture and/or other contact hours per week, credits allocated (consistent with SUNY policy on credit/contact hours), general course requirements, and expected student learning outcomes.

Course outlines for all new courses attached at end of document

d) What are the additional costs of the change, if any? If there are no anticipated costs, explain why.

There will be no additional costs as a result of this change, as SUNY Erie is only changing the curriculum and the course outlines. SUNY Erie departmental faculty completed the necessary changes using their hours they are required to complete under the terms of the FFECC contracted Faculty Professional Responsibilities.
Section 2.2. Other Changes

Check all that apply. Describe each proposed change and why it is proposed.

[ ] Program title
[ ] Program award
[ ] Mode of delivery

NOTES: (1) If the change in delivery enables students to complete 50% of more of the program via distance education, submit a Distance Education Format Proposal as part of this proposal. (2) If the change involves adding an accelerated version of the program that impacts financial aid eligibility or licensure qualification, SED may register the version as a separate program.

[ ] Format change(s) (e.g., from full-time to part-time), based on SED definitions, for the entire program
1) State proposed format(s) and consider the consequences for financial aid
2) Describe availability of courses and any change in faculty, resources, or support services.

[ X] A change in the total number of credits in a certificate or advanced certificate program
[ ] Any change to a registered licensure-qualifying program, or the addition of licensure qualification to an existing program. Exception: Small changes in the required number of credits in a licensure-qualifying program that do not involve a course or courses that satisfy one of the required content areas in the profession.

Section 3. Program Schedule and Curriculum

a) For undergraduate programs, complete the SUNY Undergraduate Program Schedule to show the sequencing and scheduling of courses in the program. If the program has separate tracks or concentrations, complete a Program Schedule for each one.

N/A

NOTES: The Undergraduate Schedule must show all curricular requirements and demonstrate that the program conforms to SUNY’s and SED’s policies.

- It must show how a student can complete all program requirements within SUNY credit limits, unless a longer period is selected as a format in Item 2.1(c): two years of full-time study (or the equivalent) and 64 credits for an associate degree, or four years of full-time study (or the equivalent) and 126 credits for a bachelor’s degree. Bachelor’s degree programs should have at least 45 credits of upper division study, with 24 in the major.
- It must show how students in A.A., A.S. and bachelor’s programs can complete, within the first two years of full-time study (or 60 credits), no fewer than 30 credits in approved SUNY GER courses in the categories of Basic Communication and Mathematics, and in at least 5 of the following 8 categories: Natural Science, Social Science, American History, Western Civilization, Other World Civilizations, Humanities, the Arts and Foreign Languages
- It must show how students can complete Liberal Arts and Sciences (LAS) credits appropriate for the degree.
- When a SUNY Transfer Path applies to the program, it must show how students can complete the number of SUNY Transfer Path courses shown in the Transfer Path Requirement Summary within the first two years of full-time study (or 60 credits), consistent with SUNY’s Student Seamless Transfer policy and MTP 2013-03.
- Requests for a program-level waiver of SUNY credit limits, SUNY GER and/or a SUNY Transfer Path require the campus to submit a Waiver Request— with compelling justification(s).

b) For graduate programs, complete the SUNY Graduate Program Schedule. If the program has separate tracks or concentrations, complete a Program Schedule for each one.

N/A

NOTE: The Graduate Schedule must include all curriculum requirements and demonstrate that expectations from Part 52.2(c)(8) through (10) of the Regulations of the Commissioner of Education are met.

SUNY Graduate Program Schedule

N/A
SUNY Undergraduate Program Schedule
Program/Track Title and Award: Mechatronics Certificate

a) Indicate academic calendar type: [ X] Semester    [ ] Quarter    [ ] Trimester    [ ] Other (describe):

b) Label each term in sequence, consistent with the institution's academic calendar (e.g., Fall 1, Spring 1, Fall 2)

c) Name of SUNY Transfer Path, if one exists: N/A See Transfer Path Requirement Summary for details

d) Use the table to show how a typical student may progress through the program; copy/expand the table as needed. Complete all columns that apply to a course.

<table>
<thead>
<tr>
<th>Term 1: First Year, First Semester</th>
<th>See KEY.</th>
<th>Term 2: First Year, Second Semester</th>
<th>See KEY.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Course Number &amp; Title</td>
<td>Cr</td>
<td>GER</td>
<td>LAS</td>
</tr>
<tr>
<td>MH100 Fundamentals of Electronics</td>
<td>3</td>
<td></td>
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</tr>
<tr>
<td>MH102 Commercial and Industrial Wiring</td>
<td>4</td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>MH104 Industrial Print Fundamentals</td>
<td>3</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>MH106 Pneumatics and Hydraulics (formerly IT275 Fluid Power, CP275 Fluid Power)</td>
<td>3</td>
<td></td>
<td>3</td>
</tr>
</tbody>
</table>

Term credit totals: 13  13

Program Totals (in credits): Total Credits: 25  SUNY GER: 0  LAS: 0  Major: 25  Elective & Other: 0  Upper Division: Upper Division Major: Number of SUNY GER Categories: 0

KEY Cr: credits GER: SUNY General Education Requirement (Enter Category Abbreviation) LAS: Liberal Arts & Sciences (Enter credits) Maj: Major requirement (Enter credits) TP: SUNY Transfer Path Courses (Enter credits) New: new course (Enter X) Co/Prerequisite(s): list co/prerequisite(s) for the noted courses Upper Division: Courses intended primarily for juniors and seniors SUNY GER Category Abbreviations: American History (AH), Basic Communication (BC), Foreign Language (FL), Humanities (H), Math (M), Natural Sciences (NS), Other World Civilizations (OW), Social Science (SS), The Arts (AR), Western Civilization (WC)
a) If applicable, provide information on faculty members who will be teaching new or significantly revised courses in the program. Expand the table as needed.

b) Append at the end of this document position descriptions or announcements for each to-be-hired faculty member

<table>
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<tr>
<th>Faculty Member Name and Title and/or Rank at the Institution (Include and identify Program Director.)</th>
<th>% of Time Dedicated to This Program</th>
<th>Program Courses Which May Be Taught (Number and Title)</th>
<th>Highest and Other Applicable Earned Degrees (Include College or University)</th>
<th>Discipline(s) of Highest and Other Applicable Earned Degrees</th>
<th>Additional Qualifications: List related certifications and licenses and professional experience in field.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ralph Coviello Department Chair and Instructor of Computer and Electronics Technology</td>
<td>25%</td>
<td>MH100 MH102 MH104 MH140</td>
<td>A.A.S., Erie Community College, B.S., M.S. SUNY College at Buffalo (S)</td>
<td>M.S. Ed Technology Education</td>
<td>Comp TIA+ CET Certification Cisco Certification</td>
</tr>
<tr>
<td>(a) Faculty Member Name and Title and/or Rank at the Institution (Include and identify Program Director.)</td>
<td>(b) % of Time Dedicated to This Program</td>
<td>(c) Program Courses Which May Be Taught (Number and Title)</td>
<td>(d) Highest and Other Applicable Earned Degrees (include College or University)</td>
<td>(e) Discipline(s) of Highest and Other Applicable Earned Degrees</td>
<td>(f) Additional Qualifications: List related certifications and licenses and professional experience in field.</td>
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</tr>
<tr>
<td>Michael Eagan, Associate Professor, Computer &amp; Electronics Technology, Mechatronics Certificate, Technical Assistant</td>
<td>100%</td>
<td>MH142</td>
<td>A.A.S., SUNY-ECC Computer &amp; Electronics Tech</td>
<td>A.A.S.</td>
<td>Certificate ECC Casino Gaming</td>
</tr>
<tr>
<td>Andrew Rayer, Associate Professor, Computer &amp; Electronics Technology, Mechatronics Certificate</td>
<td>100%</td>
<td>MH100 MH140</td>
<td>B.S., Electrical Engineering-SUNY at Buffalo M.B.A – St. Bonaventure</td>
<td>M.B.A.</td>
<td>Reliability Engineer Quality Control</td>
</tr>
<tr>
<td>T. Stanley Orynawka, Associate Professor, Computer &amp; Electronics Technology, Mechatronics Certificate</td>
<td>100%</td>
<td>MH100 MH104 MH140 MH142 MH146</td>
<td>A.A.S., SUNY-ECC Mechanical Technology B.S., Industrial Technology-SUNY College at Buffalo M.B.A., Canisius College</td>
<td>M.B.A.</td>
<td>New York State Technology Education Teaching Certificate</td>
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<tr>
<td>Guy Allan, Associate Professor, Computer &amp; Electronics Technology, Mechatronics Certificate</td>
<td>100%</td>
<td>MH146</td>
<td>A.O.S., Electronic Technology-Bryant and Stratton</td>
<td>A.O.S.</td>
<td>Introduction to Project Management certificate, Lean Manufacturing Certificate, Certified Soldering Trainer</td>
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## BOT Talent Management Agenda Final April 25, 2019

### Section #1 - New SES Hires:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Department</th>
<th>Effective Date</th>
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### Section #2 Changing Jobs (Current employees changing jobs)

<table>
<thead>
<tr>
<th>Name</th>
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<th>Department</th>
<th>Campus</th>
<th>Effective Date</th>
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### Section #3 - Reclassifications:

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<th>Name</th>
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<th>Title to Reclassify</th>
<th>Status</th>
<th>Job Group/Step</th>
<th>Funding</th>
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### Section #4 - Request to Board Create:

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<th>Title</th>
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<th>Status</th>
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<th>Job Group/Step</th>
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<tr>
<td>Director Project Management and Analysis</td>
<td>Information Technology Services</td>
<td>FT</td>
<td>savings in ITS personal costs after retirements</td>
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Key: Full-time (FT), Regular Part-time (RPT), Part-time (PT), Provisional Full-time (PRFT), Full-time Permanent Probationary (FTPP)

* Grant Funded

** Per FFECC Contract - Adjunct rate is $650 per contact hour. One contact hour equals 15 clock hours of teaching.

Note: Background checks were completed on all FT, RPT, and PT employees
April 25, 2019

PERSONNEL RESOLUTION  POSSESSION AUTHORIZATION #1433

Subject: Create (1) Director Project Management and Analysis, FT, JG 13

WHEREAS: The Administration of Erie Community College has determined that there is a need to create (1) Position:

DIRECTOR PROJECT MANAGEMENT AND ANALYSIS, FT, AAECC, JG 13
Department: Information Technology Services

WHEREAS: The funding for this position will come from savings in personnel costs after retirements, etc. in the Information Technology Services personnel budget;

NOW, THEREFORE, BE IT RESOLVED: That the Board of Trustees has found it advisable to create the following (1) position:

DIRECTOR PROJECT MANAGEMENT AND ANALYSIS, FT, AAECC, JG 13
Department: Information Technology Services

AND BE IT FURTHER RESOLVED that, the Board of Trustees approves said title(s) as part of the professional/unclassified service;

AND BE IT FURTHER RESOLVED that, certified copies of this resolution be forwarded to the Erie Community College Finance Department.

_______________________________
Leonard Lenihan, Chair
ECC Board of Trustees
SUNY Erie Community College
2019-2020 Budget

Dan Hocoy, Ph.D.
President

Penelope Howard
Executive Vice President for Administration and Finance

Michael Pietkiewicz
Executive Vice President for Institutional Advancement and Efficiencies

Douglas Scheidt, Ph.D.
Provost and Executive Vice President

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John V. Elmore, Esq.

Todd P. Hobler, Ph.D.

Jeffrey Stone

Susan Swarts

Tokunbo Adebayo
Student Trustee

SUNY Erie Board of Trustees
Budget Proposal April 25, 2019
# SUNY ERIE COMMUNITY COLLEGE
## 2019-2020 BUDGET

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SUNY Erie Community College
2019 - 2020 Budget Message

Committed to Student Success

2018- 2019 in Review

In the fall of 2018, 10,538 students attended SUNY Erie Community College (SUNY Erie). Of those, 6,702 were full-time students and 3,836 part-time. To date, the College's spring 2019 enrollment is 10,337 students, 5,548 full-time students and 4,789 part time. Actual credit hours for 2017-18 were down 10,746 or 3.3% under budgeted and 3.7% under 2016-17 actual. Total FTE were down 346 or 3.2% under budget and 3.7% under 2016-17 actual. To date, fall 2018 generated 8,363 fewer credit hours than budgeted and 135 fewer FTE. Although it is still too early to have solid spring 2019 numbers, the trend looks similar with headcount and FTE enrollment down in the 4-5% range over budget and 17/18 actuals. This downward enrollment trend is anticipated to continue into the 2019-2020 academic year.

Ninety percent of all students attending SUNY Erie Community College are Erie County residents, and 98% are residents of NY State. While 54% of our students are under 21 years old (7% are still in secondary education programs as well), the remaining 46% of our population are non-traditional students coming from a variety of backgrounds. Of our undergraduate first time student population, 24% of them are older than 21 years of age. The College’s population is evenly split between male and female students, and 37% of students identified as a race other than white. Finally, 84% of our population is matriculated into a degree or certificate seeking program while the remaining 16% are not in a program.

FY 2018/19 was the first year in almost a decade, that tuition and fees were held flat. In 2010/11, a year when enrollment was at an all-time high for SUNY Erie, tuition was held flat and fees were raised $125 per semester. FTE enrollment was at 13,400 compared to the 2017/18 FTE enrollment of 10,404. Even though industry projections indicated that 2018/19 enrollment should be flat from the prior year, most community colleges experienced another 3-5% average enrollment decrease in the state of New York, with the same decrease predicted for 2019/20. In 2010/11, we received state aid at $2,260 per FTE, sponsor contributions at $17,429,317, and in-area tuition rates were at $3,300 annually. In FY 2018/19, we received state aid at $2,847 per FTE, sponsor contributions at $18,554,317, and in-area tuition rates were held at prior year rates of $4,900 annually. Since 2010/11, student populations have declined 29%, per FTE state aid has increased 26% but netted against the declining FTE population has resulted in an approximate 22% decrease in state aid in the same time period, sponsor contributions have increased 6.5%, and in-area tuition has climbed 48%.

In 2010/11, the college spent $102,287,212 on annual operations, of which $882,193 was paid by fund balance reserve dollars. In 2017/18, the college spent $106,419,843 on total operations, of which $2,229,899 was the first year of a five-year ERP implementation that was to be funded by the reserve fund balance. In 17/18, this ERP spend was instead covered by the annual operating funds generated, and the College still put an
approximate $760,000 into the reserve balance. In addition, in the 2017/18 fiscal year, the college avoided the budgeted use of an additional $1.25 million in fund balance reserves for annual operations, resulting in a net reserve balance savings for 17/18 of $4.4 million dollars. Fund balance reserves in 2010/11 were $18.4 million, increased to $22.3 million in 2012/13, declined to $14.4 million in 2015/16, and returned to $18.4 million in 2017/18. Because the College held tuition and fees flat for 2018/19, and experienced an anticipated enrollment decline of 4-5% by the end of the academic year, the approximate $3 million annual return or savings in reserve fund spend realized in 2016/17 and 2017/18, will not occur in 2018/19 – instead, we anticipate using the approved budgeted fund balance reserve amount to cover the ERP spend in 2018/19.

Accomplishments

The College is in year three of its five-year strategic plan, *Erie Excels*. Our focus on achieving our strategic goals, improving assessment, and managing resource allocations, dovetails with our commitment to providing a high-quality learning environment that fosters student success. Building operational effectiveness and efficiency without sacrificing student support, academic rigor or regulatory compliance requires deliberate and focused collaboration across the institution, in addition to successful partnerships with external constituents and regulatory bodies. With significant change in the leadership positions at the College, coupled with some of the successes experienced to date (and in spite of some setbacks), we believe SUNY Erie is heading in the right direction.

Some of the College's accomplishments include:

- SUNY Erie avoided the use of $3.6 million in budgeted fund balance reserves and put an additional $760,000 into its fund balance reserve after closing out 2017-18 financial records.
- We are expanding our housing partnerships with several local institutions to provide additional options to our students, while also creating new transfer paths for them upon graduation. This option allows for the expansion of recruitment efforts outside of the traditional area, as we did see an increase in out of area interest this year with the availability of a housing option. Offering housing options is of significant importance in recruiting student athletes and international students.
- SUNY Erie continues to collaborate with local school districts to teach Advanced Studies courses in the high schools. There are approximately 3,000 seats filled in Advanced Studies courses this year, and we have begun conversations with several new local high schools to expand our offerings for 2020/21.
- As of mid-April 2019, recruitment and marketing strategies are seeing positive results with inquiries up by 21.65% and applications up by 7.45% over last year, and admissions are up 1.59%.
- SUNY Erie’s focus on Distance Learning as an option for busy, working adults has resulted in growth of 4.21% in online learning enrollment during 2018/19, an upward growth trend that continued from 2017/18.
- We are implementing customer service student feedback kiosks at each of our campuses in time for the fall enrollment cycle. This is to enable prospective and current students to provide feedback on their experience with financial aid, registration, and other student facing service units. The feedback will be used to develop customer service training to ensure we are providing the best possible support to our students.
- SUNY Erie offered a total of 426 OER supported courses to approximately 8,500 students in the fall of 2018 and spring of 2019, resulting in cost savings to our students of approximately $780,000 for the year. This is a 32% increase in the number of OER courses (324) offered from the prior year, serving 37% more students (6214).
2019-2020 Proposed Budget

As was started in the 2018/19 budget cycle, the first step in establishing a robust, controlled, and predictable budgeting process is eliminating the practice of budgeting fund balance reserve dollars to cover annual operating expenses. Annual operating expenses are those expenses that maintain the daily operations from year to year and include items like salaries and benefits, annual contractual commitments, and upkeep of the campuses. To provide the most value for the College, fund balance reserves should be grown when possible as a normal practice and only spent on short term emergency economic situations and special project items that will propel the College forward, provide an otherwise unaffordable beneficial asset, and are either one time or short term funding requests. In 2017/18, the college avoided the use of $3.6 million in budgeted reserve funds and put an additional $760,000 into its fund balance reserve, the second year of fund balance reserves growth since 2012/13. To ensure the preservation of those funds moving forward, the College has implemented a standard practice of not budgeting fund balance reserves for operational expenses.

The College committed to a second straight year of holding its tuition and fee rates flat when building the 2019-20 budget. Upon review of actual spending in 2017/18, this was reaffirmed as a viable option because of the conscious reduction of a number of unproductive and unfilled positions (that trend continued in the 2018/19 year), a number of retirements in the last three years, and the implementation of a spending monitoring plan enacted to manage contractual spending. We are confident that making this commitment will not negatively impact our overall financial position and will bring our tuition rates closer to the midpoint for all SUNY community colleges. Holding tuition and fees flat in 2018/19 dropped us from the third most expensive community college in the state to tied for sixth. Based on the conversations being held by the financial officers of the other SUNY community colleges, holding flat for 2019/20 should drop us to the middle of the pack for community college tuition and fee rates. A chart is included in the supporting materials showing SUNY Erie in comparison to other community colleges in the state.

Another tool SUNY Erie administration will use to ensure the College properly manages its revenues and expenditures is the use of periodic budget re-forecasting. Standing re-forecasts will occur in September, October, and November, and again in February and March. Ad hoc re-forecasts will occur as needed. This provides the best opportunity for the college to stay ahead of unanticipated economic or enrollment events that could negatively impact the college’s ability to keep its budget balanced. If there is a significant downward shift in estimated revenue that would affect the viability of the approved budget, communication will be provided to the Board of Trustees (BOT) and County ensuring they are aware of the concerns, as well as the College’s mitigation plans.

The proposed revenue and appropriation budget request for 2019-20 is included in this budget packet. It includes 5 years of financial data (three actual years and two budget years) to provide trend analysis. After conversations with multiple College units, analysis of actual enrollment numbers to date for 2018-19, actual financial performance in 2017-18 and the restructuring of Marketing and Communications efforts, as well as the enrollment and student advisement models and revised probation practices, SUNY Erie management believes that the tuition and fee revenue forecast for 2019-20 is solid and achievable despite the anticipated decline in enrollment. We do predict a need to re-evaluate the tuition and fees charged for the 2020/21 academic year – but are unsure yet what that need will be.

The State Legislature, in a move that provides some relief to the declining enrollment pressure on funding, approved a significantly different funding model for community colleges for the 2019/20 year. After several years of intensive lobbying by SUNY and the community colleges, the State will provide funding based on 98% of the approved budget for 2018/19 or an increase of state aid by $100 to $2,947 per full-time-equivalent student, whichever is higher. If this model is sustained, it provides some predictability of our state funding (which comprises about 28% of total revenue) and allows the College an opportunity to budget in a way that
includes breathing room for changing practices to positively impact revenue flow.

As stated earlier, the College is not budgeting any annual operational use of the reserved fund balance for 2018/19. We are requesting that year 3 of the ERP implementation project costs be funded out of the reserve funds, so that annual operating funds can continue to support the legacy ERP system during the implementation. The request is $2.9 million of the total 5-year approved project. Year 3 represents the second highest financial outlay as it entails all of the student module implementations, and the largest expense for consultant and implementation specialists to ensure a successful implementation. For the 2019/20 budget, the College expects annual operational revenues to cover annual operational expenditures. This is a change from the last three years where revenues were anticipated to outpace expenditures. The holding flat of tuition for two consecutive years and the decline in population has consumed all of the prior year’s annual savings, requiring that we actively manage our expenditures within our revenues annually. We will use the monthly budget-to-actual reforecasting report and our analysis and reforecasting procedures to successfully accomplish this. We are committed to holding costs down for students and right-sizing our infrastructure through careful management of contracts and services, in addition to thoughtful negotiations with our collective bargaining units.

To that end, the College is requesting several support initiatives from the County in an effort to keep our reserve fund balances intact for special projects that significantly move the college forward, and to protect the required balances to maintain accreditation and SUNY mandates. These requests from the county are not currently included in the 2019/20 budget proposal but will be a significant opportunity for the college to manage costs beyond this current proposal, as well as lessen the budget cuts made in this year to hold tuition and fees flat for our students. We are requesting the following:

- A continued reallocation of a portion of the College’s annual capital equipment bond funding to annual MOE support. Specifically, we are requesting that $360,000 of the annual $1.44 million be converted, thereby reducing the bond funded portion to $1,080,000. This provides us with more flexibility in applying those dollars to more pressing needs that do not fall within the acceptable spending parameters of the bond funding, while still maintaining a healthy equipment replacement fund.

- A one-time $2 million retirement incentive for FFECC and AAECC union members. As with all organizations, our most significant annual cost is payroll. As we move towards opening contract negotiations in fall 2019 with both of these collective bargaining units, we need to examine the way we compensate our employees. We have spent the last year discussing the new enrollment realities with our union leadership, as well as the need to tightly manage annual increases both in what is charged to the student, and what we can cover in payroll increases, balanced against the need for equitable pay for our employees and flexibility in recruiting those employees based on what the market demands. The take-away here is that we need to provide an incentive to our qualified members to encourage their retirement. The anticipated annual savings in future years is $1.25 to $1.5 million in payroll. Between this incentive, and the new contracts with FFECC and AAECC, the college is hopeful it can manage the annual payroll costs in a way that does not require us to consider workforce reductions in the next 3-5 years due to the anticipated continued decline in high school populations. Addressing these issues now provides us with the opportunity to manage future payroll spend through attrition and future retirements.

- A recurring $1 million MOE investment in the college. As we work on changing our enrollment, retention, and graduation efforts in a way that creates better student service, support, and academic outcomes – while maintaining affordability to the student – we begin to feel the press of less than optimal support from non-student revenue providers. Holding tuition and fees flat for a second consecutive year will result in an approximately $2 million decline in revenue for 2019/20, some of which can be absorbed by reducing the number of projects we activate for the year, but much of it will require us to tighten spending a little more than is comfortable, particularly when the actual enrollment decline is
based on a projection. Currently, the $2 million decline is cut from the contractual service expenses, which will reduce some of the work around enrollment, retention and graduation. Having that additional MOE would provide the needed support to ensure we can accomplish as many of those projects as possible – to the benefit of our students and the future of the college. This investment by the county would bump sponsor contribution from 18% to 19% of total revenue.

For the 2019-2020 budget, student tuition and fees will be approximately 50% of our total operating revenue, a decrease of 1% over last year. State support will be approximately 29%, and local share will be approximately 18%. Personnel services (57%) and employee benefits (28%) account for approximately 85% of our total spending for the College (trending a little high for the industry, but also expected due to the mix of declining enrollment and flat tuition and fees on total revenue generated). Of the employee benefits spending, approximately 18% ($5.6 million) is for retiree healthcare. Contractual expenditures make up 14% of the remaining spending, with equipment at 1%.

**Summary**

SUNY Erie Community College has a significant impact on the business community and residents of Erie County. The College is committed to improving the quality and delivery of its curriculum and services to students, while maintaining fiscal health and transparency, and aligning its resources in support of SUNY Erie Excels’ goals and regulatory requirements, all in the pursuit of putting the success of our students first. SUNY Erie continue to seek new programs, in addition to business and community partnerships to ensure the relevance and value of a SUNY Erie education. We greatly appreciate the financial and advocacy support from the Erie County Executive and the Legislature, and look forward to continued collaboration in the future.

Respectfully,

Dan Hocoy, Ph.D.
President, SUNY Erie Community College
OVERVIEW

Enrollment at SUNY Erie Community College, after reaching record levels in 2010-11, started to decline in 2011-12. That decline continues today in spite of prior industry expectations that enrollments would stabilize for a few years before beginning to decline again after the 2020/21 academic year. As such, it is incumbent upon SUNY Erie, its Board of Trustees, and Erie County to implement effective solutions to attract and retain students as quickly as possible. These solutions must think broadly about what our target populations are and build the right mix of recruitment, retention, student/academic success programming, and educational infrastructure to achieve these goals. We must also pursue the right mix of funding sources to ensure long-term sustainability. Currently, enrollment directly generates approximately 80% of revenues in terms of student tuition, state aid, out-of-county charges and student fees. The College started this effort in the 2018/19 academic year, and now with a new Provost on board, a more focused effort is being pursued to achieve these goals. But, as with any turnaround, planning and changes being implemented now, will not take effect until the 2020/21 academic year, as markets take time to penetrate and produce results. On average, changes effected now take 18 to 24 months to start showing movement in the market.

ANTICIPATED REVENUES

- **STUDENT TUITION & FEE** revenues are expected to stay flat from 2018-19 to 2019-20. Tuition and fees account for 50% of the overall budget.
  - There will be no increases in tuition and fee rates for the 2019-20 academic year. SUNY Erie currently has the sixth highest rate for SUNY community colleges full time residential status, down from third last year, charging $222 more than the community college average rate for 2018-19. It is anticipated that holding tuition and fees flat one more year will put SUNY Erie at the average rate for 2019/20.
  - There are no budgeted use of fund balance reserves for operations in the 2019/20 budget. SUNY Erie commits to building a balanced budget by keeping its annual operating expenses within the annual operating revenue generated.
  - There is approximately $2.9 million dollar use of fund balance reserves for the continued implementation of the Workday ERP project. This is an acceptable use of the fund balance reserves per the SUNY Erie Fund Balance Policy, as it is a special project designed to significantly move the college forward and is an approved BOT project.

- **STATE AID** revenues are expected to decrease by approximately $1 million due to a declining enrollment. This is still a good outcome as the state passed a new funding model for community colleges, that puts a floor on what used to be a strictly volume-based support model, ensuring at least a base level of funding we can expect from them, despite the difficult-to-anticipate continued enrollment declines.
  - State aid base rate increased from $2,747 per FTE to $2,847 per FTE, OR, 98% of 2018/19 state aid budget, whichever is higher.

- **SPONSOR CONTRIBUTION** - $18,554,317
  - Sponsor contribution accounts for 18% of the overall budget.
HOUSING

- SUNY Erie is expanding our housing partnerships with several local institutions to provide additional options to our students, while also creating new transfer paths for them upon graduation. This option allows for the expansion of recruitment efforts outside of the traditional area, as we did see an increase in out of area interest this year with the availability of a housing option. Offering housing options is of significant importance in recruiting student athletes and international students. These new partnerships will work like the Canisius partnership, revenue and expenses will flow through the college to allow these costs to be covered by financial aid, and the ASC will serve as the financial manager between the partner colleges and SUNY Erie. A student services employee shall serve as the manager of these relationships with the colleges, ensuring that our students are well managed and supported.

OTHER SPONSORED PROGRAMS AND SOURCES OF REVENUE

- These revenues come primarily from Workforce Development and community education efforts, rental income, and other miscellaneous sources such as interest. These represent less than 1% of annual funds.

ALLOCATED FUND BALANCE

- Year 3 support of the previously approved WorkDay ERP implementation in the amount of $2.9 million. Supporting the implementation out of the fund balance allows annual operating dollars to continue to support the legacy ERP costs during the transition. Although for 2017-18 there was a sufficient positive balance of revenue over expenses for annual operations to cover the total amount of fund balance budgeted for ERP implementation expenses, the same will not be the case for 2018/19 or years moving forward. The mix of holding tuition and fees flat for two consecutive years and continued declining enrollment expectations, has resulted in the elimination of the positive balance seen in the 2016/17 and 2017/18 years.
- Again, there are no requests for fund balance to cover annual operating costs. The College commits to keeping annual expenses within the annual revenue generated.

APPROPRIATIONS

PERSONAL SERVICES EXPENDITURES are expected to increase approximately 4.8%, which captures the projected union-based annual and step increases. Highlights of employment by four union contracts and employees designated as SES (Senior Executive Staff) are as follows:

1. FFECC – accounts for approximately 59% of total personal service costs for all four unions plus SES staff. The current contract expires August 31, 2020. All components of the contract have been factored into the budget including cost of living increases, eligible rank advancements, step increases, increases in the overload and adjunct pay rate as well as fringe benefit provisions.

2. AAECC – accounts for approximately 16% of the total personal service costs for all four unions plus SES staff. The current contract expires August 31, 2020. All components of the contract have been factored into the budget including cost of
living increases, eligible administrative advancements, step increases, as well as fringe benefit provisions.

3. CSEA – accounts for approximately 13% of the total personal service costs for all four unions plus SES staff. The current contract expires December 31, 2022. All components of the contract have been factored into the budget.

4. AFSCME – accounts for approximately 9% of the total personal service costs for all four unions plus SES staff. The current contract expires December 31, 2022. All components of the existing contract such as step increases, and fringe benefit provisions have been factored into the budget.

5. SES – accounts for approximately 3% of the total personal service costs for all four unions plus SES staff. Amounts reflected in the budget represent current budgeted salaries.

- **EQUIPMENT EXPENDITURES** – a request is made of Erie County to move $360,000 of the $1.44 million equipment budget from capital bond funding to annual MOE revenue. If approved, expenditures for equipment would represent approximately 1% of the College’s overall expense budget.

- **CONTRACTUAL & OTHER EXPENDITURES** will decrease approximately 5% from the 2018/19 budgeted amount and represent about 14% of the College’s overall expense budget. The work done in the 2018/19 fiscal year and analysis done on the actual 2017/18 expenditures, show us that current ongoing necessary contractual spend has actually been at approximately 15% of total budget, resulting in an estimated 1% decrease in a contractual and other expenditures decrease for 2019/20. While this will require us to postpone or adjust a few projects, it ensures we maintain annual operating expenses within annual operating revenue, in compliance with budgeting best practices. Once the ERP implantation is complete, the College will no longer need to support both the legacy and the new Workday systems. Future total contractual expenditures related to information technology are also expected to decrease even more ($3 million over 5 years of post-implementation) as Workday’s platform provides infrastructure efficiencies that could not be achieved with the legacy system.

- **EMPLOYEE BENEFITS** will decrease approximately 2% from 2018/19 budget, but stay flat with estimated actual 2018/19 spend. LMHF has indicated this is a reasonable estimate for this year for budgeting purposes, as prior year heath care increases did not materialize (in addition to the current surplus SUNY Erie has accumulated in its health care credits). Employee benefits account for approximately 28% of the overall budget (not including the use of fund balance reserves for ERP). Combined personal services and employee benefits represent 85% of the overall budget, which is a bit high against the higher education industry standard (but expected based on the decision to hold tuition and fees flat for two consecutive years in a declining enrollment environment and a required annually increasing payroll spend per collective bargaining agreements).
RESOLUTION
SUNY ERIE COMMUNITY COLLEGE
BOARD OF TRUSTEES

RE: 2019-2020 Erie Community College Budget

Whereas: SUNY Erie Community College (SUNY Erie) has continuously managed itself in a fiscally responsible manner despite historical industry declines in high school graduation rates resulting in fewer students enrolling in college; and

Whereas: SUNY Erie Community College's student population is comprised of over 95 percent of Erie County residents of which approximately 55% have been high school graduates; and

Whereas: Almost 51% of SUNY Erie's budget revenue is derived from student tuition and fees; and

Whereas: Erie County contributes approximately 18% of SUNY Erie's annual budget in its capacity as SUNY Erie's local sponsor; and

Whereas: State Education Law provides that four fifteenths (26.7%), or so much as may be necessary, of annual operating costs should derived from SUNY Erie's sponsor and as such Erie County's contribution is less than this percentage; and

Whereas: such local sponsor shortfall is approximately $8.9 million for the 2019-2020 SUNY Erie budget; and

Whereas: New York State contributes approximately 29% of SUNY Erie's annual budget; and

Whereas: State Education Law provides that basic state financial assistance shall be at least one-third of a community college's operating cost and as such the State's funding is less than this percentage; and

Whereas: such state funding shortfall is approximately $4.7 million for the 2019-2020 SUNY Erie budget; and

Whereas: the College has historically exceeded the 33.3% cap on student tuition as a percent of net operating costs which is in an amount of approximately $16.9 million for the 2019-20 fiscal year; and

Whereas: the historical practice of exceeding the one-third cap on student tuition has been due in large part to the inability of both Erie County and the State of New York to fulfill the mandated prescribed funding; and

Whereas: State Education Law provides that so long as SUNY Erie's sponsor (Erie County) "maintains effort" by not decreasing its annual contribution, the College may continue to exceed the one-third cap on student tuition cited above; and

Whereas: SUNY Erie's 2019-2020 budget process included a review of operations and services
provided to ensure that the Erie County Executive and Erie County Legislature are presented with a balanced budget which is austere and reasonable given current economic realities; and

Whereas: SUNY Erie’s budget may not address all of the needs necessary to fully service the approximately 25,000 unduplicated students who currently attend SUNY Erie; and

Whereas: this budget includes no increases for any collective bargaining agreements for SUNY Erie employees which may be negotiated by the County and/or SUNY Erie in the future; and

Whereas: the amount of $18,554,317 reflected in the 2019-2020 budget for sponsor contribution in no way waives SUNY Erie’s rights for additional funding should pursuit of such funding become necessary; and

Whereas: the College is holding tuition and fees flat for a second concurrent year despite continued enrollment declines being experienced by both the College and the higher education industry; and

Whereas: the College continues to streamline and realign its personnel and administrative structure within the currently available funding to match the needs of the populations it serves and with an understanding of its rapidly changing population demographics; and

Whereas: the College continues to expand its co-enrollment presence in the local high schools, providing cost effective college courses to Erie County students; and

Whereas: the College continues to expand and improve its online programming to provide flexible education options to its non-traditional and adult student populations; and

Whereas: the College continues to expand its partnerships and offerings to businesses and industries for workforce relevant training in Erie County; and

Whereas: the College has operated as one of the most cost efficient public education organizations in New York State; and

Whereas: these efficiencies have allowed SUNY Erie to provide significant educational opportunities to thousands of individuals in Erie County and Western New York at reasonable cost compared to other public colleges and universities in New York State; and

Whereas: SUNY Erie’s student population is derived mainly from Erie County residents as the percentage attending SUNY Erie is the second highest percentage of any community college in New York State; and

Whereas: studies demonstrate a community college student is much more likely to remain in the local region, thereby being employed, raising families, paying taxes, and contributing in a positive economic fashion to the vitality of the region.
NOW, THEREFORE, BE IT

Resolved: that passage and submission of this budget by the Trustees shall not constitute a waiver of SUNY Erie’s rights to pursue additional funding from Erie County should that become necessary and that the College reserves all rights in this regard; and

BE IT FURTHER

Resolved: this budget submission is expressly conditioned that Erie County, as SUNY Erie's statutory sponsor, shall maintain its effort at the minimum amount of $18,554,317 while still considering the additional support requests detailed in this submission; and

BE IT FURTHER

Resolved: SUNY Erie's undesignated fund balance shall not be expended, earmarked, utilized or otherwise designated without the approval of the Board of Trustees consistent with autonomy and fiscal standards identified through Middle States accreditation and SUNY regulations; and

BE IT FURTHER

Resolved: that the SUNY Erie Board of Trustees and College seek to work with the Erie County Executive and the Erie County Legislature to identify opportunities for additional funding for both one-time initiatives as well as increasing sponsor MOE support; and

BE IT FURTHER

Resolved: that the SUNY Erie Board of Trustees and College seek to work with Erie County and New York State officials to identify opportunities to better utilize SUNY Erie as a recognized leader in Workforce Development; and

BE IT FINALLY

Resolved: that upon approval by the SUNY Erie Board of Trustees, a copy of this Resolution, along with SUNY Erie's 2019-2020 budget, be forwarded to the Erie County Executive and to the Erie County Legislature.

___________________________________  Date: ___________
Leonard Lenihan
Chair, Board of Trustees
To Whom It May Concern:

I hereby certify that the Erie Community College Board of Trustees adopted the following resolution on the 25th day of April A.D., 2019 of which the following is a true copy:

Resolved, that the Erie Community College Operating Budget for the fiscal year commencing September 1, 2019 and ending August 31, 2020 of $105,921,297 is approved.

ATTEST:

Leonard Lenihan
Chair, Board of Trustees
ERIE COMMUNITY COLLEGE

Board of Trustees

Buffalo, N.Y., April 25, 2019

To Whom It May Concern:

I hereby certify that the Erie Community College Board of Trustees adopted the following resolution on the 25th day of April A.D., 2019 of which the following is a true copy:

Resolved, that the Board of Trustees of Erie Community College hereby approves the Tuition & Fee Schedule for the fiscal year commencing September 1, 2019 and ending August 31, 2020, as attached.

ATTEST:

____________________
Leonard Lenihan
Chair, Board of Trustees
### STATE UNIVERSITY OF NEW YORK
Erie Community College
2018 - 2020 Budget

## TUITION & FEE SCHEDULE

<table>
<thead>
<tr>
<th><strong>TUITION</strong></th>
<th><strong>2018/2019</strong></th>
<th><strong>2019/2020</strong></th>
<th><strong>Change</strong></th>
<th><strong>% Chge</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>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:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Full Time (per academic year)</td>
<td>$4,900.00</td>
<td>$4,900.00</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>Part Time (per credit hour)</td>
<td>$205.00</td>
<td>$205.00</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>New York State residents who are not residents of the Sponsorship area and do not present a Certificate(s) of Residence:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Full Time (per academic year)</td>
<td>$9,800.00</td>
<td>$9,800.00</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>Part Time (per credit hour)</td>
<td>$410.00</td>
<td>$410.00</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>Non-New York State Residents:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Full Time (per academic year)</td>
<td>$9,800.00</td>
<td>$9,800.00</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>Part Time (per credit hour)</td>
<td>$410.00</td>
<td>$410.00</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>Off Semester, Off Hour, Off Campus</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Part Time (per credit hour)</td>
<td>$69.00</td>
<td>$69.00</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

### STUDENT SERVICE FEES

<table>
<thead>
<tr>
<th><strong>Mandatory Fees</strong></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Student Life Fee (per semester)(12 + credit hours)</td>
<td>$ -</td>
<td>$60.00</td>
<td>$60.00</td>
<td>100.00%</td>
</tr>
<tr>
<td>1 Student Life Fee (per credit hour)(1-11 credit hours)</td>
<td>$ -</td>
<td>$4.00</td>
<td>$4.00</td>
<td>100.00%</td>
</tr>
<tr>
<td>Technology Fee (per credit hour)</td>
<td>$14.00</td>
<td>$12.00</td>
<td>$2.00</td>
<td>-14.29%</td>
</tr>
<tr>
<td>2 Transportation Fee (per semester)</td>
<td>$75.00</td>
<td>$75.00</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>2 Transportation Fee (summer - per semester)</td>
<td>$37.50</td>
<td>$37.50</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>3 Student Activity Fee (per semester)(12 + credit hours)</td>
<td>$70.00</td>
<td>$40.00</td>
<td>$30.00</td>
<td>-42.86%</td>
</tr>
<tr>
<td>3 Student Activity Fee (per credit hour)(1-11 credit hours)</td>
<td>$5.00</td>
<td>$3.00</td>
<td>$2.00</td>
<td>-40.00%</td>
</tr>
</tbody>
</table>

1. Programming for Health/Wellness, Diversity&Equity, Life Skills, Financial Literacy, Student Success, Student Leadership, Athletics, Commencement
2. Campus Parking, NFTA Pass, Campus Shuttles
3. Student Government, Student Clubs, Student Planned Events (i.e. winter ball, speakers, voter registration, etc)

<table>
<thead>
<tr>
<th><strong>Course Related Fees</strong></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Clinical Rotation Fee (per clinical class)</td>
<td>$25.00</td>
<td>$25.00</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>Dental Hygiene Professional Development Fee (per year)</td>
<td>$75.00</td>
<td>$75.00</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>Distance Learning Fee (per credit hour)</td>
<td>$25.00</td>
<td>$25.00</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>EVOC Defensive Driving Fee</td>
<td>$400.00</td>
<td>$400.00</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>I-Car Auto Body Fee</td>
<td>$10.00</td>
<td>$10.00</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>Independent Study Fee</td>
<td>$200.00</td>
<td>$200.00</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>Industrial Refrigeration Fee</td>
<td>$130.00</td>
<td>$130.00</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>Lab Fee (per lab)</td>
<td>$80.00</td>
<td>$80.00</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>Malpractice Insurance (not to exceed/year)*</td>
<td>$75.00</td>
<td>$75.00</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>Nursing Test/Evaluation Fee (per semester)</td>
<td>$175.00</td>
<td>$185.00</td>
<td>$10.00</td>
<td>5.71%</td>
</tr>
<tr>
<td>Pole-Climbing Safety Gear Fee</td>
<td>$300.00</td>
<td>$300.00</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>Refrigeration Handling Certification Fee</td>
<td>$25.00</td>
<td>$25.00</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>Registration Fee (per semester)</td>
<td>$30.00</td>
<td>$30.00</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Other Fees</strong></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Fee</td>
<td>$25.00</td>
<td>$25.00</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>I.D. Card Replacement Fee (per card)</td>
<td>$10.00</td>
<td>$10.00</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>International Students - Administration Fee - Full Time (Part-Time $75)</td>
<td>$150.00</td>
<td>$150.00</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>International Students Health Insurance *</td>
<td>$600.00</td>
<td>$600.00</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>Late Payment Fee (not to exceed/sem)</td>
<td>$50.00</td>
<td>$50.00</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>Re-registration Fee (per semester if cancelled due to late payment)</td>
<td>$30.00</td>
<td>$30.00</td>
<td>$30.00</td>
<td>-100.00%</td>
</tr>
<tr>
<td>Returned Check Fee</td>
<td>$20.00</td>
<td>$20.00</td>
<td>$20.00</td>
<td>-100.00%</td>
</tr>
<tr>
<td>START New Student Orientation Fee</td>
<td>$50.00</td>
<td>$50.00</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>Transcript Fee (per instance, may be add'tl processor charge)</td>
<td>$5.00</td>
<td>$5.00</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>Transportation CRAM Pass Replacement Fee</td>
<td>$20.00</td>
<td>$20.00</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>Nelnet Tuition Payment Plan Fee</td>
<td>$75.00</td>
<td>$75.00</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

*Dependent upon premium charged to SUNY Erie - varies based upon age and semester attended
SUNY CC 2018-2019 Tuition Rates

Full Time Resident Tuition

Average $4,678
## ERIE COMMUNITY COLLEGE
### 2019/2020 PROPOSED BUDGET
#### REVENUES

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TUITION &amp; FEES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL STUDENT TUITION</td>
<td>$42,623,632</td>
<td>$42,256,621</td>
<td>$42,262,245</td>
<td>$43,808,954</td>
<td>$40,380,107</td>
<td>39.2%</td>
</tr>
<tr>
<td>CHARGES TO NON-RESIDENTS</td>
<td>$1,407,317</td>
<td>$1,324,441</td>
<td>$1,259,028</td>
<td>$1,389,967</td>
<td>$1,100,000</td>
<td>1.1%</td>
</tr>
<tr>
<td>STUDENT SERVICE FEES</td>
<td>$10,824,095</td>
<td>$10,948,141</td>
<td>$10,978,894</td>
<td>$10,775,372</td>
<td>$9,812,598</td>
<td>9.5%</td>
</tr>
<tr>
<td><strong>TOTAL TUITION &amp; FEES</strong></td>
<td>$54,855,044</td>
<td>$54,529,203</td>
<td>$54,500,167</td>
<td>$55,974,293</td>
<td>$51,292,705</td>
<td>49.8%</td>
</tr>
<tr>
<td><strong>OTHER SPONSORED PROGRAMS</strong></td>
<td>$718,617</td>
<td>$1,348,884</td>
<td>$1,452,286</td>
<td>$950,000</td>
<td>$1,100,000</td>
<td>1.1%</td>
</tr>
<tr>
<td><strong>STATE AID</strong></td>
<td>$31,168,854</td>
<td>$30,451,742</td>
<td>$30,194,066</td>
<td>$30,605,205</td>
<td>$29,634,175</td>
<td>28.8%</td>
</tr>
<tr>
<td><strong>SPONSOR’S CONTRIBUTIONS</strong></td>
<td>$20,054,317</td>
<td>$18,945,074</td>
<td>$18,554,317</td>
<td>$18,554,317</td>
<td>$18,554,317</td>
<td>18.0%</td>
</tr>
<tr>
<td><strong>CHARGES TO OTHER COUNTIES</strong></td>
<td>$1,591,351</td>
<td>$1,645,567</td>
<td>$1,445,772</td>
<td>$1,500,000</td>
<td>$1,300,000</td>
<td>1.3%</td>
</tr>
<tr>
<td><strong>OTHER SOURCES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>INTEREST</td>
<td>$30,843</td>
<td>$70,825</td>
<td>$160,011</td>
<td>$60,000</td>
<td>$160,000</td>
<td></td>
</tr>
<tr>
<td>RENTAL INCOME</td>
<td>-$</td>
<td>$81,407</td>
<td>$739,809</td>
<td>$100,000</td>
<td>$700,000</td>
<td></td>
</tr>
<tr>
<td>MISCELLANEOUS</td>
<td>$612,677</td>
<td>$84,323</td>
<td>$361,283</td>
<td>$60,000</td>
<td>$200,000</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$643,520</td>
<td>$236,555</td>
<td>$1,261,103</td>
<td>$220,000</td>
<td>$1,060,000</td>
<td>1.0%</td>
</tr>
<tr>
<td><strong>TOTAL ANNUAL OPERATING REVENUES</strong></td>
<td>$109,031,703</td>
<td>$107,157,023</td>
<td>$107,407,711</td>
<td>$107,803,815</td>
<td>$102,941,197</td>
<td>100.0%</td>
</tr>
<tr>
<td><strong>FUND BALANCE USE</strong></td>
<td>$616,192</td>
<td>-$</td>
<td>-$</td>
<td>$2,969,489</td>
<td>$2,980,082</td>
<td>2.8%</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$109,647,895</td>
<td>$107,157,023</td>
<td>$107,407,711</td>
<td>$110,773,304</td>
<td>$105,921,279</td>
<td></td>
</tr>
</tbody>
</table>
Tuition, $42,262,245
State Aid, $30,194,066
Sponsor, $18,554,317
Student Service Fees, $10,978,894
Other Sponsored Programs, $1,452,286
Chargebacks, $1,445,772
Other, $1,261,103
Out of State, $1,259,028
Fund Balance, $-
Tuition, $41,500,000
State Aid, $29,300,000
Sponsor, $18,554,317
Student Service Fees, $9,538,000
Fund Balance, $2,969,489
Chargebacks, $1,300,000
Out of State, $1,100,000
Other, $1,060,000
Other Sponsored Programs, $950,000

Estimated Actual Revenue 2018-2019
ERIE COMMUNITY COLLEGE
2019/2020 BUDGET
APPROPRIATIONS
AS %
OF TOTAL
BUDGET

2015/2016
ACTUAL

2016/2017
ACTUAL

2017/2018
ACTUAL

2018/2019
BUDGET

2019/2020
BUDGET

TOTAL INSTRUCTION
Personal Services
Equipment
Contractual Expenses
Employee Benefits

$ 33,550,824
$
235,715
$ 1,809,611
$ 11,572,798

$ 31,619,230
$
199,855
$ 4,563,557
$ 11,392,181

$ 33,131,918
$
383,273
$ 4,757,420
$ 11,188,085

$ 32,251,614
$
200,000
$ 4,563,557
$ 11,523,728

$ 33,857,195
$
200,000
$ 4,498,231
$ 11,747,489

32.0%
0.2%
4.2%
11.1%

TOTAL

$ 47,168,948

$ 47,774,822

$ 49,460,696

$ 48,538,898

$ 50,302,915

47.5%

NON-CREDIT & NON-STATE AIDABLE
Personal Services
Equipment
Contractual Expenses
Employee Benefits
TOTAL

$
$
$
$
$

409,827
26,615
436,442

$
$
$
$
$

193,496
347,039
24,306
564,841

$
$
$
$
$

223,176
332,516
45,698
632,658

$
$
$
$
$

299,366
353,979
76,535
729,880

$
$
$
$
$

232,103
340,000
47,983
620,086

0.2%
0.0%
0.3%
0.0%
0.6%

ACADEMIC SUPPORT
Personal Services
Equipment
Contractual Expenses
Employee Benefits
TOTAL

$
$
$
$
$

3,375,553
45,136
296,566
1,352,390
5,069,645

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$
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3,015,645
27,646
239,777
1,226,088
4,509,155

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$
$
$
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3,194,539
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4,737,818

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$
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3,126,958
37,646
244,572
1,288,620
4,697,796

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$
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3,222,321
35,000
275,000
1,228,259
4,760,579

3.0%
0.0%
0.3%
1.2%
4.5%

LIBRARIES
Personal Services
Equipment
Contractual Expenses
Employee Benefits
TOTAL

$
$
$
$
$

1,283,686
23,670
408,299
521,752
2,237,407

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$
$
$
$

1,274,556
408,840
500,634
2,184,031

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21,112
406,110
501,196
2,295,334

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35,000
417,017
515,653
2,267,717

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$
$
$
$

1,410,740
25,000
400,000
526,256
2,361,995

1.3%
0.0%
0.4%
0.5%
2.2%

STUDENT SERVICES
Personal Services
Equipment
Contractual Expenses
Employee Benefits
TOTAL

$ 7,999,954
$
25,825
$ 2,235,348
$ 3,251,293
$ 13,512,420

$ 7,636,183
$
14,231
$ 2,037,265
$ 3,135,453
$ 12,823,131

$ 7,837,694
$
28,967
$ 2,057,527
$ 3,122,116
$ 13,046,304

$ 7,890,906
$
35,000
$ 2,098,678
$ 3,281,016
$ 13,305,600

$ 7,951,202
$
35,000
$ 1,800,000
$ 3,578,222
$ 13,364,424

7.5%
0.0%
1.7%
3.4%
12.6%

MAINTENANCE & OPERATION OF PLANT
Personal Services
Equipment
Contractual Expenses
Employee Benefits
TOTAL

$ 5,713,100
$
258,004
$ 6,233,054
$ 2,588,118
$ 14,792,276

$ 5,498,818
$
490,929
$ 5,512,974
$ 2,340,490
$ 13,843,210

$ 5,352,325
$
534,110
$ 5,826,337
$ 2,285,057
$ 13,997,829

$ 5,512,895
$
550,000
$ 5,500,000
$ 2,376,459
$ 13,939,354

$ 5,466,418
$
500,000
$ 4,000,000
$ 2,399,310
$ 12,365,728

5.2%
0.5%
3.8%
2.3%
11.7%

GENERAL ADMINISTRATION
Personal Services
Equipment
Contractual Expenses
Employee Benefits
TOTAL

$
$
$
$
$

$
$
$
$
$

$
$
$
$
$

$
$
$
$
$

$
$
$
$
$

GENERAL INSTITUTIONAL
Personal Services
Equipment
Contractual Expenses
Employee Benefits
TOTAL

$ 4,109,536
$
778,006
$ 5,909,782
$ 7,758,865
$ 18,556,189

$ 4,112,882
$
892,549
$ 5,033,194
$ 6,998,585
$ 17,037,209

$ 4,154,820
$
926,847
$ 5,611,158
$ 6,392,465
$ 17,085,290

TOTAL COSTS
Personal Services
Equipment
Contractual Expenses
Employee Benefits
GRAND TOTAL

$ 59,557,959
$ 1,376,769
$ 20,324,867
$ 28,388,300
$ 109,647,895

$ 56,329,163
$ 1,774,256
$ 19,088,522
$ 26,788,450
$ 103,980,391

$ 58,114,909
$ 2,091,696
$ 20,310,689
$ 25,902,549
$ 106,419,843

3,115,479
10,413
3,432,207
1,316,469
7,874,568

2,978,353
149,046
945,879
1,170,715
5,243,993

2,853,521
187,231
925,000
1,198,162
5,163,914

2,853,521
150,000
2,414,255
1,198,162
6,615,938

2,967,662
285,000
850,000
1,309,413
5,412,075

2.8%
0.3%
0.8%
1.2%
5.1%

$ 4,441,916
$
432,354
$ 6,381,506
$ 7,300,000
$ 18,555,776

$ 4,321,013
$
$ 4,700,000
$ 7,712,464
$ 16,733,477

4.1%
0.0%
4.4%
7.3%
15.8%

$ 57,677,224
$ 1,440,000
$ 21,973,563
$ 27,560,174
$ 108,650,961

$ 59,428,652
$ 1,080,000
$ 16,863,231
$ 28,549,396
$ 105,921,279

56.1%
1.0%
15.9%
27.0%
100.0%

106


Personal Services, $58,114,909
Employee Benefits, $25,902,549
Contractual Expenses, $20,310,689
Equipment, $2,091,696
ERP, $2,301,696

Actual Expenditures 2017-2018
Estimated Actual Expenditures 2018-2019

- Personal Services, $57,428,652
- Employee Benefits, $28,549,396
- Contractual Expenses, $15,835,026
- ERP, $2,969,489
- Equipment, $1,440,000

Total Estimated Actual Expenditures: $108,097,673
Budgeted Expenditures 2019-2020

- Personal Services: $59,428,000
- Employee Benefits: $28,549,396
- Contractual Expenses: $13,883,249
- ERP: $2,980,082
- Equipment: $1,080,000
The Capital Projects Committee is beginning its review of capital projects for inclusion in the 2020 Erie County Budget and Capital Improvement Program. Capital project requests from all administrative units are due by Friday, April 12, 2020 at 5:00 p.m.

Department: Erie Community College
Business Area: 122
Contact: Penelope G. Howard
Phone: 716.851.1700
Email: howardp@ecc.edu

Project Name: College-wide Improvements and Renovations
Rank: 1 of 2
Business Area in which Project will be Budgeted: 122

Project Description (include project timeline)
NOTE: Construction for the 2020 phase of a project must be complete within three years. You must also be ready to commence your project in 2020.

Continue multi-year phased capital improvements to the College's City, North and South campus buildings, which will include, but not limited to, (a) Exterior Building Envelope Rehabilitation work including but not limited to repair and/or replacement of roofs, masonry, doors, windows and exterior facades; (b) Mechanical, Electrical and Plumbing work including but not limited to power, lighting, communications, energy consumption, plumbing, mechanicals, fire alarm systems, HVAC, backup generators and miscellaneous items; (c) Site work infrastructure improvements including but not limited to road, parking lot, lighting, signage, drainage, sewer, sidewalk, ADA Accessible ramps and curb replacement and repairs as necessary; (d) Life Safety and Code Compliance upgrades and repairs to miscellaneous building components and including the competition pool as necessary to address issues involving ADA, electrical, life safety, environmental and/or asbestos abatement compliance; and other miscellaneous items; (e) Green Building work including but not limited to energy management, operational efficiency, improved indoor environmental quality and water efficiency as necessary.

Statement of Need:
Many of the College's buildings are greatly in need of exterior repairs and maintenance. (a) The building exteriors require repairs to keep them from further deteriorating and causing major environmental issues. Preserving the exterior envelope of the buildings will help improve energy performance and reduce maintenance, operational and energy costs; and preserve the structures for a longer useful life. Most of the buildings are in need of window and door replacements. (b) The existing HVAC (Heating, Ventilation, Air Conditioning), plumbing (including fuel piping), fire detection and electrical systems in various College buildings are over 30 years in age and are beyond their useful life and must be replaced. The systems operate at reduced capacity and efficiency and at reduced safety levels for electrical systems, especially for fire protection. New systems will reduce the College's maintenance, operational and energy costs. (c) Vehicular and pedestrian circulation, parking areas and roadways need to be upgraded to improve accessibility and safety, particularly at night. (d) The NY State Education Department of Civil Rights has directed the College with a Letter of Findings identifying several non ADA code-compliant issues that involve toilet rooms, signage, parking, ramps, concrete curbs that are strongly recommended to be addressed by 2020. (e) Infrastructure upgrades are necessary at the Athletic Center's competition pool and ancilliary recirculating and filtration equipment. (e) A Comprehensive Facilities Assessment to be completed by JMZ Architects in 2019 will provide detailed existing site, infrastructure and building analyses, sustainability recommendations, and identify a maintenance matrix, capital projects prioritization and phasing for all 3 campuses.

Financial Overview

Funding request: Indicate in the chart below, Phase 1 of the project (2020 budget) and any additional cost that may be required for additional phases of the project from 2020-2024. Include revenue estimates where applicable. *Chart below contains formulas

<table>
<thead>
<tr>
<th>Capital Project</th>
<th>Phase 1 2020</th>
<th>Phase 2 2021</th>
<th>Phase 3 2022</th>
<th>Phase 4 2023</th>
<th>Phase 5 2024</th>
<th>Phase 6 2025</th>
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<td>Other</td>
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<tr>
<td>Total Non County Revenue</td>
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<td>13,500,000</td>
<td>13,500,000</td>
<td>81,000,000</td>
</tr>
</tbody>
</table>

Impact on the Operating Budget: Summarize below, in general categories, how completion of the project will have either a positive or negative impact on the operating budget. Describe the nature of the item and provide cost estimates if reasonable.

Revenue
- Description
  - Fees, Fines or charges
  - State Reimbursement
  - Other Revenue

Expense
- Personnel Related
- Supplies
- Maintenance and Rent
- Utilities
- Other

For DPW PROJECTS only: Rating of bridge and traffic count of the road:
The Capital Projects Committee is beginning its review of capital projects for inclusion in the 2020 Erie County Budget and Capital Improvement Program. Capital project requests from all administrative units are due by Friday, April 12, 2020 at 5:00 p.m.

Department: Erie Community College  
Contact: Penelope G. Howard  
Phone: 716.851.1700  
Email: howardp@ecc.edu  

Project Name: College-wide Improvements and Renovations  
Rank: 2 of 2  
Business Area in which Project will be Budgeted: 122  

Project Description (include project timeline)  
NOTE: Construction for the 2020 phase of a project must be complete within three years. You must also be ready to commence your project in 2020.

For the past several years all equipment purchased by SUNY Erie has been funded by Erie County as a capital project. Last year, the college requested and received the conversion of $360,000 of the previously capital annual funding of $1,800,000 to maintenance of effort funding for annual operations, and the remaining balance of $1,440,000 to remain capital for the acquisition of various equipment including vehicles, buildings and grounds equipment, and technology related capital needs, as well as furniture and fixtures. The College requests the same amount ($360,000) be converted to MOE in the 2020 budget cycle, leaving $1,080,000 as capital support for 2020. It anticipates making the same request to shift another $360,000 from capital to MOE for 2021.

Statement of Need:
Equipment, especially related to technology, requires continuous reinvestment in order to provide the learning environment to offer excellent education experience for students.

Status of Plans and Site Control:
Indicate below whether the project is ready to go (construction plans, etc.) and if applicable, are there any "site control" issues, i.e. does the County own the land, is it under some kind of lease, etc.
The annual capital allocation is spent down by ECC throughout the year and reimbursed by the county upon submission of equipment invoices totaling $1.8 million. There are no site control issues.

Financial Overview

Impact on the Operating Budget: Summarize below, in general categories, how completion of the project will have either a positive or negative impact on the operating budget. Describe the nature of the item and provide cost estimates if reasonable.

Revenue Description Estimated Financial Impact on Annual Basis
Fees, Fines or charges
State Reimbursement
Other Revenue

Expense
Personnel Related
Supplies
Maintenance and Rent
Utilities
Other

For DPW PROJECTS only - Rating of bridge and traffic count of the road:
### ENROLLMENT

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<td>Full-Time/Part-Time</td>
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<td>HEADCOUNT</td>
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<tr>
<td>Fall</td>
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<td>25,663</td>
<td>25,842</td>
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Notes:
1. Current year credit enrollment drives current tuition revenue.
2. P/Y enrollment drives current year state aid. The 2019/20 budget based upon 8,701 credit FTE's for tuition and 10,543 FTE's for state aid using 3 year weighted average.
3. Headcounts include cross-registered students as state aid is received for these students.
4. 2019/20 enrollment numbers based on average continued decline of 3-5% from estimated average anticipated enrollment for 2018/19 tempered against the modest enrollment increases seen this year in certain targeted markets.
Full Time FTE's

Fall  | Spring
--- | ---

Thousands

*Projecting 3% decrease for 2019/2020
*Projecting 3% decrease for 2019/2020
SUNY CC 2017-2018 FTE

- Average

### Erie Community College 5 Year Fund Balance Summary

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<tr>
<th></th>
<th>FY 13-14</th>
<th>FY 14-15</th>
<th>FY 15-16</th>
<th>FY 16-17</th>
<th>FY 17-18</th>
<th>PROJECTED FY</th>
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<td>$19,530,832</td>
<td>$15,108,630</td>
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<td>$18,432,493</td>
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<td>$(2,830,071)</td>
<td>$(4,422,202)</td>
<td>$(616,192)</td>
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<td>$15,108,630</td>
<td>$14,492,438</td>
<td>$17,669,068</td>
<td>$18,432,493</td>
<td>$15,463,004</td>
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* Fund Balance Use for replacement implementation of Enterprise Resource Platform - WorkDay - project approved by BOT and County in 2017-18
### SUMMARY OF ERIE COMMUNITY COLLEGE GRANTS

#### APPROPRIATIONS AND REVENUES FY 2019-20

<table>
<thead>
<tr>
<th>Unit Code</th>
<th>Student Aid</th>
<th>Grant Fiscal Year</th>
<th>Total Revenue</th>
<th>Total Appropriation</th>
<th>Federal Share</th>
<th>State Share</th>
<th>County Share</th>
<th>Local/Private Share</th>
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<td>Educational Opportunity Program (EOP) - Yearly</td>
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#### Institutional

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#### Workforce Development/Corporate Training

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#### Total Grants

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Erie Community College

5 Year Budget Projections

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<td><strong>Revenue Summary</strong></td>
<td><strong>$107,407,711</strong></td>
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<td><strong>$105,921,279</strong></td>
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Expenditures by Object

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Assumptions:
- Fund Balance use limited to special projects
- 3% Tuition and Fee increase 20/21, 2% increase 21/22 & 22/23, same for out of area revenue to stay at 2x tuition
- 98% floor of 18/19 budget maintained by state for 20/21 through 22/23
- Personnel Services 5% COLA and contractual obligations annually
- Employee Benefits 2% COLA annually, retiree health care starts to decline in 21/22
- Out of Area student revenue increase 2% annually as we market/recruit out of area
- Sponsor Contribution up $1 million in 20/21, then 1% annually starting in 21/22
- Enrollment projections stay flat to 1% overall as declining traditional student population is offset by growing non-traditional, base 10,100 FTE
- 2% inflationary growth annually for contractual services, decreases in overall spend as new ERP system comes online
- Student Service Fees flat 19/20, then 2% increase 20/21 through 22/23
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<th>Category</th>
<th>2018-2019</th>
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<td>CSEA: RPT</td>
<td>$359,747</td>
<td>$359,747</td>
</tr>
<tr>
<td>CSEA: FT</td>
<td>$817,401</td>
<td>$817,401</td>
</tr>
<tr>
<td>CSEA: PT</td>
<td>$570,816</td>
<td>$570,816</td>
</tr>
<tr>
<td>FFECC: Department Chair Stipends</td>
<td>$21,537</td>
<td>$21,537</td>
</tr>
<tr>
<td>FFECC: Non-Instruct FT</td>
<td>$1,329,403</td>
<td>$1,329,403</td>
</tr>
<tr>
<td>FFECC: Non-Instruct PT</td>
<td>$530,988</td>
<td>$530,988</td>
</tr>
<tr>
<td>FFECC: Non-Instruct RPT</td>
<td>$265,151</td>
<td>$265,151</td>
</tr>
<tr>
<td>Department</td>
<td>FT</td>
<td>PT</td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td><strong>Student Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FFECC: Teaching—Instructional Support Specialists PT</td>
<td>$68,125</td>
<td>$71,394</td>
</tr>
<tr>
<td>SES: Administrative</td>
<td>$205,790</td>
<td>$215,668</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$274,915</td>
<td>$286,062</td>
</tr>
<tr>
<td><strong>Maintenance</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AAECC: FT</td>
<td>$64,022</td>
<td>$67,095</td>
</tr>
<tr>
<td>AAECC: PT</td>
<td>$1,841</td>
<td>$1,929</td>
</tr>
<tr>
<td>AFSCME: FT</td>
<td>$2,351,446</td>
<td>$2,464,315</td>
</tr>
<tr>
<td>AFSCME: PT</td>
<td>$1,393,536</td>
<td>$1,460,426</td>
</tr>
<tr>
<td>AFSCME: RPT</td>
<td>$795,827</td>
<td>$834,026</td>
</tr>
<tr>
<td>CSEA: RPT</td>
<td>$89,202</td>
<td>$93,484</td>
</tr>
<tr>
<td>CSEA: FT</td>
<td>$596,323</td>
<td>$624,947</td>
</tr>
<tr>
<td>CSEA: PT</td>
<td>$360,835</td>
<td>$378,155</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$5,653,030</td>
<td>$5,924,376</td>
</tr>
<tr>
<td><strong>General Administration</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AAECC: FT</td>
<td>$542,276</td>
<td>$568,305</td>
</tr>
<tr>
<td>AAECC: PT</td>
<td>$67,374</td>
<td>$70,608</td>
</tr>
<tr>
<td>CSEA: RPT</td>
<td>$28,945</td>
<td>$30,334</td>
</tr>
<tr>
<td>CSEA: FT</td>
<td>$854,878</td>
<td>$895,913</td>
</tr>
<tr>
<td>CSEA: PT</td>
<td>$312,740</td>
<td>$327,751</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$2,983,988</td>
<td>$3,127,219</td>
</tr>
<tr>
<td><strong>General Institutional Support</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AAECC: FT</td>
<td>$2,540,401</td>
<td>$2,662,340</td>
</tr>
<tr>
<td>AAECC: RPT</td>
<td>$40,520</td>
<td>$42,465</td>
</tr>
<tr>
<td>AFSCME: FT</td>
<td>$33,238</td>
<td>$34,833</td>
</tr>
<tr>
<td>AFSCME: PT</td>
<td>$50,572</td>
<td>$52,999</td>
</tr>
<tr>
<td>AFSCME: RPT</td>
<td>$29,546</td>
<td>$30,964</td>
</tr>
<tr>
<td>CSEA: RPT</td>
<td>$32,298</td>
<td>$33,849</td>
</tr>
<tr>
<td>CSEA: FT</td>
<td>$808,241</td>
<td>$847,037</td>
</tr>
<tr>
<td>CSEA: PT</td>
<td>$168,799</td>
<td>$176,902</td>
</tr>
<tr>
<td>FFECC: Department Chair Stipends</td>
<td>$28,200</td>
<td>$29,554</td>
</tr>
<tr>
<td>FFECC: Non-Instruct FT</td>
<td>$384,074</td>
<td>$402,510</td>
</tr>
<tr>
<td>FFECC: Non-Instruct PT</td>
<td>$94,121</td>
<td>$98,639</td>
</tr>
<tr>
<td>FFECC: Non-Instruct RPT</td>
<td>$32,470</td>
<td>$34,028</td>
</tr>
<tr>
<td>FFECC: Teaching—Instructional Support Specialists PT</td>
<td>$32,768</td>
<td>$34,340</td>
</tr>
<tr>
<td>SES: Administrative</td>
<td>$905,716</td>
<td>$102,999</td>
</tr>
<tr>
<td>SES: Support Staff FT</td>
<td>$262,403</td>
<td>$274,998</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$4,486,395</td>
<td>$4,701,742</td>
</tr>
<tr>
<td><strong>Grand Total Union and SES Payroll</strong></td>
<td>$54,816,654</td>
<td>$58,085,091</td>
</tr>
<tr>
<td><strong>All additional duty and non-union pay</strong></td>
<td>$1,343,561</td>
<td>$1,343,561</td>
</tr>
<tr>
<td><strong>Grand Total All Payroll</strong></td>
<td>$56,160,215</td>
<td>$59,428,652</td>
</tr>
</tbody>
</table>
Erie Community College Board of Trustees

Executive Summary

Date: April 25, 2019  Subcommittee: Financial Health

Agenda Item: Student Activity Fee Allocations Committee Recommendations

This item is: For Board’s Approval

Backup Documentation: Attached to this document

Background Information:

In the 2019/2020 college budget, the mandatory fees have been restructured into two categories, Student Activity Fee and Student Life Fee. In accordance with the Board of Trustees Student Activity Fee Allocation Policy, which was adopted in January 2017 in response to the corrective action plan, the Student Activity Fee Allocation Committee announced a call for proposals on Today@SUNY Erie. The committee met twice and voted unanimously to recommend the following allocations based on the anticipated funding of $574,400 from the student activity fee.

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>Proposed Allocation % 2019-2020</th>
<th>Proposed Allocation % in Dollars 2019-2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASC Business Office</td>
<td>13 %</td>
<td>$ 73,000</td>
</tr>
<tr>
<td>ASC Childcare</td>
<td>41 %</td>
<td>$ 235,000</td>
</tr>
<tr>
<td>Men of Merit</td>
<td>2 %</td>
<td>$ 9,000</td>
</tr>
<tr>
<td>*Opportunity Programs</td>
<td>1 %</td>
<td>$ 7,400</td>
</tr>
<tr>
<td>**Student Government</td>
<td>40 %</td>
<td>$ 230,000</td>
</tr>
<tr>
<td>START Orientation</td>
<td>1 %</td>
<td>$ 8,000</td>
</tr>
<tr>
<td>Student Trustee</td>
<td>2 %</td>
<td>$ 12,000</td>
</tr>
<tr>
<td>TOTALS</td>
<td>100 %</td>
<td>$ 574,400</td>
</tr>
</tbody>
</table>

*Opportunity Programs includes Veterans, Student Access, MOMs, Say Yes programming
**Student Government includes SGA City, North, South and Tri-Campus programming

Reasons for Recommendation:

The Allocations Committee unanimously agreed that all of the funded requests would support student engagement activities and should be recommended for approval by the Board as directed in the Student Activity Fee Allocations Policy. All decisions were based on; the allowable uses of student activity fees, plans for SGA to partner with departments who will not be funded, current year’s usage and history from prior year and the potential for funding from other sources.

Fiscal Implications:

The ASC, as the independent fiscal agent for mandatory student Activity Fees, will administer the accounts in accord with the applicable instructions found in the Student Government Association, Clubs and
Organizations Policies and Procedures Manual (Activity Fee Manual) as well as the general disbursement guidelines of the ASC.

**Consequences of Negative Action:**

The agreement between the College and the ASC specifies the purposes for which the Mandatory Activity Fees may be used. The purpose of the policy was to establish a Committee that will, on an ongoing basis, consistent with principles of equal opportunity and viewpoint neutrality, review Activity Fee usage, and allocate funding of fees for permitted activities based on applications and budgets that represent the interests of the student body at SUNY Erie. Failure to fund these initiatives would be in opposition to the recommendations that were unanimously supported by the Allocations Committee.

**Steps Following Approval:**

The Policy notes that upon Board approval of the funding allocations, the SGA Student Trustee will provide notification to all applicants of funded accounts. The ASC Executive Director will post the funded accounts along with the account advisor contact information on the MyECC portal where it will be generally available to the SUNY Erie student body. Activity Fee account holders will be required to complete an ASC Agency Account Agreement.

**Contact Information If Any Questions:**

Nora Clark, Vice President for Student Affairs, City Campus  
Phone: (716) 851-1122 / Email: clarkn@ecc.edu
February 18, 2019

To the Board of Trustees of SUNY Erie Community College and Audit Committee of the County of Erie, New York:

We have audited the financial statements of SUNY Erie Community College (the “College”), a component unit of the County of Erie, New York, as of and for the years ended August 31, 2018 and 2017, and have issued our report thereon dated February 18, 2019 (which report refers to other auditors and includes an emphasis of matter paragraph regarding implementation of GASB Statement No. 75. Professional standards require that we advise you of the following matters relating to our audits.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated November 19, 2018, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the College solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding other accounting and administrative matters noted during our audit in a separate letter to you dated February 18, 2019.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.
Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, and our firm have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity’s Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the College is included in Note 1 to the financial statements. Except for the matters discussed below, there have been no initial selection of accounting policies and no changes in significant accounting policies or their application during the year ended August 31, 2018.

As described in Notes 2 and 11 to the financial statements, during the year ended August 31, 2018, the College implemented its method of accounting for its other postemployment benefits (“OPEB”) liability by adopting Governmental Accounting Standards Board (“GASB”) Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions. The implementation of GASB Statement No. 75 requires the College’s net OPEB liability to be measured as the portion of the present value of projected benefit payments to be provided to current active and inactive employees that is attributed to those employees’ past periods of service (total OPEB liability), less the amount of the OPEB plan’s fiduciary net position. As a result, the College’s OPEB liability was restated from $83,613,934 to $203,285,491 at August 31, 2017. Net position at August 31, 2017 has been restated, as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net position—August 31, 2017, as previously stated</td>
<td>$ (24,079,307)</td>
</tr>
<tr>
<td>GASB Statement No. 75 implementation: OPEB liability</td>
<td>$ (119,671,557)</td>
</tr>
<tr>
<td>Net position—August 31, 2017, as restated</td>
<td>$ (143,750,864)</td>
</tr>
</tbody>
</table>

During the year ended August 31, 2018, the College changed its capitalization policy; whereas the capitalization thresholds for building improvements and equipment increased from $5,000 and $1,500 to $100,000 and $5,000, respectively. The result of this change in policy was a net reduction of capital assets, and was reported as an expense within loss on capital assets during the year ended August 31, 2018.

In addition, during the year ended August 31, 2018, the College also implemented GASB Statements No. 81, Irrevocable Split-Interest Agreements; No. 82, Pension Issues; an amendment of GASB Statements No. 67, No. 68, and No. 73; No. 85, Omnibus 2017; and No. 86, Certain Debt Extinguishment Issues. GASB Statement No. 81 improves accounting and financial reporting for irrevocable split-interest agreements by providing recognition and measurement guidance for situations in which a government is a beneficiary of the agreement. GASB Statement No. 82 addresses certain issues that have been raised with respect to GASB Statements No. 67, Financial Reporting for Pension Plans; No. 68, Accounting and Financial Reporting for Pensions; and No. 73, Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68. GASB Statement No. 85 addresses practice issues that have been identified during implementation and application of certain GASB statements. GASB Statement No. 86 improves consistency in accounting and financial reporting for in-substance defeasance of
debt by providing guidance for transactions in which cash and other monetary assets acquired with only existing resources—resources other than the proceeds of refunding debt—are placed in an irrevocable trust for the sole purpose of extinguishing debt. This Statement also improves accounting and financial reporting for prepaid insurance on debt that is extinguished and notes to financial statements for debt that is defeased in substance. GASB Statements No. 81, 82, 85, and 86 did not have a material impact on the College’s financial position or results from operations.

No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

**Significant Accounting Estimates**

Accounting estimates are an integral part of the financial statements prepared by management and are based on management’s current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management’s current judgments.

The most sensitive accounting estimates affecting the financial statements for the years ended August 31, 2018 and 2017 were the allowances for receivables, and liabilities for compensated absences, health insurance terminal liability, other postemployment benefits (“OPEB”) obligation, and the net pension liability.

Management’s estimates of the allowances for receivables and compensated absences liability are based upon available information regarding past collections, eligibility, leave balances accrued and current compensation rates. Management’s estimates of the health insurance terminal liability, the OPEB obligation, and the net pension liability are based on estimates of specialist third parties and information obtained from actuarial valuations performed by a consultant. We evaluated the key factors and assumptions used to develop these estimates and determined that they are reasonable in relation to the financial statements taken as a whole and in relation to the applicable opinion units.

**Significant Difficulties Encountered During the Audit**

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

**Uncorrected and Corrected Misstatements**

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. Management has corrected all identified misstatements.
In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. None of the misstatements identified by us as a result of our audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole or the applicable opinion units.

**Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the College’s financial statements or the auditor’s report. No such disagreements arose during the course of the audit.

**Representations Requested from Management**

We have requested certain written representations from management, which are included in the attached letter dated February 18, 2019.

**Management’s Consultations with Other Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

**Other Significant Matters, Findings or Issues**

In the normal course of our professional association with the College, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the College’s auditors.

* * * * *

This report is intended solely for the information and use of the College’s Board of Trustees, the Audit Committee of the County of Erie, New York, and management of the College and is not intended to be and should not be used by anyone other than these specified parties.

February 18, 2019
February 18, 2019

Drescher & Malecki LLP
3083 William Street, Suite 5
Cheektowaga, NY 14227

This representation letter is provided in connection with your audit of the financial statements of SUNY Erie Community College (the “College”), a component unit of the County of Erie, New York (the “County”), which comprise the statements of net position as of August 31, 2018 and 2017, and the related statements of operations and cash flows for the years then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the financial statements of the various opinion units are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves as of February 18, 2019:

Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated November 19, 2018, for the preparation and fair presentation of the financial statements of the various opinion units referred to above in accordance with U.S. GAAP.

- The financial statements referred to above have been fairly presented in accordance with U.S. GAAP and include all properly classified funds, required supplementary information and notes to the basic financial statements.

- We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.

- We acknowledge our responsibility for compliance with the laws, regulations, and provisions of contracts and grant agreements.

Office of Administration and Finance
City Campus | 121 Ellicott Street | Buffalo, NY 14203 | 716 - 851-1700 | www.ecc.edu

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• We have reviewed, approved, and taken responsibility for the financial statements and related notes.

• We have a process to track the status of audit findings and recommendations.

• We have identified and communicated to you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.

• Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.

• Related-party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.

• There are no identified material uncorrected misstatements.

• The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.

• All component units, as well as joint ventures with an equity interest, are included and other joint ventures and related organizations are properly disclosed.

• All funds and activities are properly classified.

• All funds that meet the quantitative criteria in GASB Statement No. 34, Basic Financial Statements — and Management’s Discussion and Analysis — for State and Local Governments, GASB Statement No. 37, Basic Financial Statements — and Management’s Discussion and Analysis — for State and Local Governments: Omnibus as amended, and GASB Statement No. 65, Items Previously Reported as Assets and Liabilities, for presentation as major are identified and presented as such and all other funds that are presented as major are considered important to financial statement users.

• All components of net position are properly classified and, if applicable, approved.

• Our policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position are available is appropriately disclosed and net position is properly recognized under the policy.

• Deposit and investment risks have been properly and fully disclosed.

• Capital assets are properly capitalized, reported, and if applicable, depreciated.

• All required supplementary information is measured and presented within the prescribed guidelines.

• With regard to investments and other instruments reported at fair value:
  • The underlying assumptions are reasonable and they appropriately reflect management’s intent and ability to carry out its stated courses of action.
• The measurement methods and related assumptions used in determining fair value are appropriate in the circumstances and have been consistently applied.

• The disclosures related to fair values are complete, adequate, and in conformity with U.S. GAAP.

• There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.

• With regards to pensions and OPEB:

  • We believe that the actuarial assumptions and methods used to measure pension and OPEB liabilities and costs for financial accounting purposes are appropriate in the circumstances.

  • We are unable to determine the possibility of a withdrawal liability from the pension and OPEB plans, of which we are a sponsor and are not currently contemplating withdrawing from the pension and OPEB plans.

  • Increase in benefits, elimination of benefits and all similar amendments have been disclosed in accordance with U.S. GAAP and are included in the most recent actuarial valuation, or disclosed as a subsequent event.

Information Provided

• We have provided you with:

  • Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements of the various opinion units referred to above, such as records, documentation, meeting minutes, and other matters;

  • Additional information that you have requested from us for the purpose of the audit; and

  • Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.

• All transactions have been recorded in the accounting records and are reflected in the financial statements.

• We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.

• We have no knowledge of any fraud or suspected fraud that affects the entity and involves:

  • Management;

  • Employees who have significant roles in internal control; or

  • Others where the fraud could have a material effect on the financial statements.
• We have disclosed to you all information in relation to allegations of fraud, or suspected fraud, affecting the entity’s financial statements communicated by employees, former employees, vendors, regulators, or others.

• We have disclosed to you all known litigation, claims, and assessments whose effects should be considered when preparing the financial statements.

• We have disclosed to you the identity of the entity’s related parties and all the related-party relationships and transactions of which we are aware.

• There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or the financial reporting practices.

• The College has no plans or intentions that may materially affect the carrying value or classification of its assets and liabilities.

• We have disclosed to you all guarantees, whether written or oral, under which the College is contingently liable.

• We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed in accordance with GASB-62. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.

• We have identified and disclosed to you the laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.

• There are no:
  • Violations or possible violations of laws or regulations, or provisions of contracts or grant agreements whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, including applicable budget laws and regulations.
  • Unasserted claims or assessments that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB Statement No. 62 ("GASB-62"), Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements.
  • Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB-62.
  • Continuing disclosure consent decree agreements or filings with the Securities and Exchange Commission and we have filed updates on a timely basis in accordance with the agreements (Rule 240, 15c2-12).

• The College has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you.
• We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

• The College has not completed the process of evaluating the impact that will result from adopting GASB Statements No. 83, Certain Asset Retirement Obligations, and No. 88, Certain Disclosures Related to Debt, Including Direct Borrowings and Direct Placements, effective for the year ending August 31, 2019; No. 84, Fiduciary Activities, and No. 90, Majority Equity Interests—an amendment of GASB Statements No. 14 and No. 61, effective for the year ending August 31, 2020; and No. 87, Leases, and No. 89, Accounting for Interest Cost Incurred before the End of a Construction Period, effective for the year ending August 31, 2021. The College is, therefore, unable to disclose the impact that adopting GASB Statements No. 83, 84, 87, 88, 89, and 90 will have on its financial position and results of operations when such statements are adopted.

Required Supplementary Information

With respect to the required supplementary information accompanying the financial statements including Management’s Discussion and Analysis:

• We acknowledge our responsibility for the presentation of the required supplementary information in accordance with U.S. GAAP.

• We believe the required supplementary information, including its form and content, is measured and fairly presented in accordance with accounting principles generally accepted in the United States of America.

• The methods of measurement or presentation have not changed from those used in the prior period and the basis for our assumptions and interpretations, underlying those measurements or presentations, are reasonable and appropriate in the circumstances.

Single Audit

With respect to federal awards, we represent the following to you:

• We are responsible for understanding and complying with and have complied with the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), as applicable.

• We are responsible for the preparation and presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance.

• We believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance.

• The methods of measurement or presentation have not changed from those used in the prior period and the basis for our assumptions and interpretations, underlying those measurements or presentations, are reasonable and appropriate in the circumstances.
• We are responsible for including the auditor’s report on the schedule of expenditures of federal awards in any document that contains the schedule and that indicates that the auditor has reported on such information.

• We have identified and disclosed all of our government programs and related activities subject to the Uniform Guidance compliance audit.

• We have notified you of federal awards and funding increments that were received before December 26, 2014 (if any), and differentiated those awards from awards and funding increments received on or after December 26, 2014, and subject to the audit requirements of the Uniform Guidance.

• We have notified you if we have elected to delay implementation of the procurement sections (317 to 326) of the Uniform Guidance as allowed for two fiscal years after the effective date of the Uniform Guidance. We understand that sections 317 to 326 are allowed to be delayed until fiscal years beginning on or after December 26, 2017 (if electing to delay).

• When the schedule of expenditures of federal awards is not presented with the audited financial statements, management will make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by the entity of the schedule of expenditures of federal awards and the auditor’s report thereon.

• We have, in accordance with the Uniform Guidance, identified in the schedule of expenditures of federal awards, expenditures made during the audit period for all awards provided by federal agencies in the form of grants, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, food commodities, direct appropriations, and other assistance.

• We are responsible for understanding and complying with the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major federal program; and we have complied with these direct and material compliance requirements.

• We have provided to you our interpretations of any compliance requirements that have varying interpretations.

• We have made available to you all federal awards (including amendments, if any) and any other correspondence relevant to federal programs and related activities that have taken place with federal agencies or pass-through entities.

• We have received no requests from a federal agency to audit one or more specific programs as a major program.
• We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for federal programs that provide reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal award that could have a material effect on our federal programs. Also, no changes have been made in the internal control over compliance or other factors that might significantly affect internal control, including any corrective action taken by management with regard to significant deficiencies and material weaknesses in internal control over compliance, have occurred subsequent to the period covered by the auditor’s report.

• We have identified and disclosed to you all amounts questioned and any known noncompliance with the requirements of federal awards, including the results of other audits or program reviews. We also know of no instances of noncompliance occurring subsequent to the end of the period covered by the auditor’s report.

• We have disclosed to you any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor’s report.

• We have charged costs to federal awards in accordance with applicable cost principles, including amounts claimed or used for matching determined in accordance with relevant guidelines in the Uniform Guidance.

• We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.

• Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the basic financial statements have been prepared (and are prepared on a basis consistent with the schedule of expenditures of federal awards).

• The copies of federal program financial reports provided to you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.

• We have properly classified amounts claimed or used for matching in accordance with related guidelines in the Uniform Guidance, as applicable.

• We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance, and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.

• We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor’s report.
• The reporting package does not contain personally identifiable information.

• We are responsible for and have accurately completed the appropriate sections of the Data Collection Form as required by the Uniform Guidance, and we are responsible for preparing and implementing a corrective action plan for any audit findings.

• We have disclosed all contracts or other agreements with service organizations and disclosed to you all communications from these service organizations relating to noncompliance at the organizations.

• We have reviewed, approved, and taken responsibility for the financial statements and related notes and an acknowledgment of the auditor’s role in the preparation of this information.

• We have disclosed to you the nature of any subsequent events that provide additional evidence with respect to conditions that existed at the end of the reporting period that affect noncompliance during the reporting period.

• We have reconciled the Schedule of Expenditures of Federal Awards to the College’s financial statements.

In addition:

• We are responsible for understanding and complying with the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major federal program; and we have complied with these direct and material compliance requirements.

• We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for federal programs that provide reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal award that could have a material effect on our federal programs. Also, no changes have been made in the internal control over compliance or other factors that might significantly affect internal control, including any corrective action taken by management with regard to significant deficiencies and material weaknesses in internal control over compliance, have occurred subsequent to the period covered by the auditor’s report.

Other Specific Representations

• The College is responsible for determining and maintaining the adequacy of the allowance for doubtful notes, loans, interfund receivables, and accounts receivable, as well as estimates used to determine such amounts. Management believes the allowances are adequate to absorb currently estimated bad debts in the account balances.

• During the year ended August 31, 2018, the College changed its capitalization policy; whereas the capitalization thresholds for building improvements and equipment increased from $5,000 and $1,500 to $100,000 and $5,000, respectively. The result of this change
in policy was a net reduction of capital assets, and was reported as an expense within loss on disposal of capital assets during the year ended August 31, 2018.

- We have received and approve the various adjusting journal entries that were proposed by you for recording our books and recorded and reflected in the financial statements. We have posted these adjusting journal entries to our records. The proposed adjusting journal entries are described in Exhibit 1.

- During the year ended August 31, 2018, the College implemented GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions. The implementation of GASB Statement No. 75 requires the College’s net OPEB liability to be measured as the portion of the present value of projected benefit payments to be provided to current active and inactive employees that is attributed to those employees’ past periods of service (total OPEB liability), less the amount of the OPEB plan’s fiduciary net position. As a result, the College’s OPEB liability was restated from $83,613,934 to $203,285,491 at August 31, 2017. Net position at August 31, 2017 has been restated.

The College’s net position as of August 31, 2017 has been restated as follows:

Net position—August 31, 2017, as previously stated $ (24,079,307)
GASB Statement No. 75 implementation:
OPEB liability (119,671,557)
Net position—August 31, 2017, as restated $(143,750,864)

- We agree with the work of specialists in evaluating the liability for other postemployment benefits, the health insurance terminal liability, and the net pension liability/(asset), and have adequately considered the qualifications of the specialists in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to the specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an impact the independence or objectivity of the specialists. We believe that the actuarial assumptions and methods used to measure the OPEB obligation and net pension costs are appropriate in the circumstances.

- We have no intention of terminating our pension plan or taking any other action that could result in an effective termination or reportable event for the plans. We are not aware of any occurrences that could result in the termination of our pension plan to which we contribute. We believe that the actuarial assumptions and methods used to measure pension liabilities and costs for financial accounting purposes are appropriate in the circumstances.

- The College’s labor agreements provide for sick leave, vacations, and miscellaneous other paid absences. The College’s policy is to pay employees for unused vacation, compensatory time, and sick time based on the union agreements when there is separation from service. Payment of sick leave and compensatory time is dependent upon many factors; therefore, timing of future payments is not readily determinable. The value recorded in the financial statements at August 31, 2018 and 2017 is $3,530,732 and $3,247,123 respectively; of which $330,000 and $305,000, respectively, have been recorded as a current liability. Management believes that sufficient resources will be
made available for the payments of sick leave and compensatory time when such payments become due.

- The College is a party to the County-wide contract with AFSCME which is in effect through December 31, 2021, and to the County-wide contract with CSEA which settled in January 2018 and is in effect through December 31, 2022. The Faculty Federation union contract, the College’s largest, is in effect through August 31, 2020, and the Administrators’ Association of Erie Community College also is in effect through August 31, 2020.

- Management has evaluated subsequent events through February 18, 2019, which is the date the financial statements are available for issuance, and have determined that there are no subsequent events that require disclosure under generally accepted accounting principles.

- We affirm the representation made to you in our letter dated February 14, 2018 related to the financial statements as of and for the year ended August 31, 2017, and to the best of our knowledge and belief, no events have occurred subsequent to August 31, 2017 that would require adjustment to, or disclosure in, the aforementioned financial statements.

- In addition to the audit services, Drescher & Malecki LLP has assisted the College in preparing the financial statements and federal financial assistance schedule for the years ended August 31, 2018 and 2017. In conjunction with these non-attest services the College has performed the following functions:
  
  - Made all management decisions and performed all management functions.
  - Designated Krista Woods, Chief Accountant, whom we believe has suitable skill, knowledge and/or experience who has overseen this service.
  - Evaluated the adequacy and results of the services performed.
  - Evaluated and accepted responsibility for the results of the services performed.
  - Established and maintained internal controls, including monitoring ongoing activities.

- College management understands that Drescher & Malecki LLP has not performed any management functions or made management decisions on behalf of the College. Any nonattest services were performed in accordance with applicable professional standards issued by the American Institute of Certified Public Accountants.

Penelope G. Howard, Executive Vice President for Administration and Finance

Krista R. Woods, Chief Accountant
SUNY Erie Community College  
Proposed Adjusting Journal Entries  
Year Ended August 31, 2018

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<tr>
<th>Account</th>
<th>Description</th>
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| **Adjusting Journal Entries JE # 1**  
For reporting purposes only: To avoid double booking grant revenue/expenditures for federal portions. | 8050985423014 GrantRev Teagle Foundation Gen Ed Grant | $ 8,887,358 |            |
|               | 7045487423002 45487 Student Grant Expense        |            | $ 381,010  |
|               | 7045487423003 45487 Student Grant Expense        |            | 8,178,898  |
|               | 8045487423021 45487 Student Grant Expense        |            | 327,450    |

**Total**  
$ 8,887,358 $ 8,887,358

| **Adjusting Journal Entries JE # 2**  
For reporting purposes only: To record Due from Erie County related to the CAST Program. | 8013398423063 13398 Due from Erie County | $ 32,550 |            |
|                                                                                       | 8028691423063 28691 OverPmts & Collections/Adv | | $ 32,550 |

**Total**  
$ 32,550 $ 32,550

| **Adjusting Journal Entries JE # 3**  
For reporting purposes only: To reclassify accounts payable to Due to Erie County. | 1021600000000 21600 Vouchers Payable | $ 13,326 | |
|                                                                                       | 1045486101280 45486 Misc Supplies & Exp | | 712 |
|                                                                                       | 1023630063001 23630 Due to Other Funds | | $ 14,038 |

**Total**  
$ 14,038 $ 14,038

Office of Administration and Finance  
City Campus | 121 Ellicott Street | Buffalo, NY 14203 | 716 - 851-1700 | www.ecc.edu
February 18, 2019

To the Board of Trustees of SUNY Erie Community College
and Audit Committee of the County of Erie, New York:

In planning and performing our audit of the basic financial statements of SUNY Erie Community College (the “College”), a component unit of the County of Erie, New York, as of and for the year ended August 31, 2018, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, we considered the College’s internal control over financial reporting (“internal control”) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, we do not express an opinion on the effectiveness of the College’s internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis. A reasonably possibility exists when the likelihood of an event occurring is either reasonably possible or probable as defined below:

- **Reasonably possible.** The chance of the future event or events occurring is more than remote but less than likely.
- **Probable.** The future event or events are likely to occur.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

During our audit we identified certain matters involving the internal control, other operational matters and new reporting requirements that are presented for your consideration. This letter does not affect our report dated February 18, 2019 on the financial statements of the College. We will review the status of these comments during our next audit engagement. Our comments and recommendations, all of which have been discussed with appropriate members of management, are intended to improve the internal control or result in other operating efficiencies. Our comments are summarized in Exhibit I.

The College’s written response to the matters identified in our audit has not been subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.
The purpose of this communication, which is an integral part of our audit, is to describe for management and those charged with governance, the scope of our testing of internal control and the results of that testing. Accordingly, this communication is not intended to be and should not be used for any other purpose.

February 18, 2019

[Signature]

February 18, 2019
Accounting Policies and Procedures Manual

The College currently has formalized accounting policies and procedures related to journal entries, procurement and professional services, capital assets and IT services. In addition to the aforementioned policies, the College has recently adopted a fund balance reserve policy to provide guidance on the desired level of fund balance to be maintained by the College to mitigate financial risk from unanticipated events.

As several key accounting cycles have adopted formalized procedures, we recommend the College compile these policies into an all-inclusive manual for College use. In addition, to the accounting policies already implemented, the College should formalize its bank reconciliation process. The policy should include, at a minimum, (1) require that performance and review of bank reconciliations occur within certain timelines, (2) note that bank reconciliations be signed and dated by the preparer and reviewer, and (3) document the process for stale checks to be cancelled or reviewed for reissuance on a periodic basis.

Actuarial Data Submission

In fulfilling the requirements of Governmental Accounting Standards Board ("GASB") Statement No. 75, the College prepares and submits data to third party actuaries. These data submissions are the source information in the actuarial calculations of the College’s other postemployment benefits obligation liabilities. The actuaries utilize the College’s data and apply certain assumptions and methodologies to produce these liability estimates.

We recommend that the College document the process for its actuarial data submissions to ensure timeliness, accuracy and integrity of the data inputted. Additionally, the assumptions and methodologies applied in the actuarial calculations should be reviewed to industry standards and peer actuarial studies to determine their reasonableness. The documentation and approval of this process should be formalized into a College policy.

New Reporting Requirements

The Governmental Accounting Standards Board ("GASB") has adopted several new pronouncements, which may have a future impact upon the College:

**GASB Statement No. 83**—The College is required to implement GASB Statement No. 83, *Certain Asset Retirement Obligations*, effective for the fiscal year ending August 31, 2019. This Statement establishes criteria for determining the timing and pattern of recognition of a liability and a corresponding deferred outflow of resources for asset retirement obligations (“AROs”).

**GASB Statement No. 84**—The College is required to implement GASB Statement No. 84, *Fiduciary Activities*, effective for the fiscal year ending August 31, 2020. This Statement establishes criteria for identifying fiduciary activities of all state and local governments.
GASB Statement No. 87—The College is required to implement GASB Statement No. 87, *Leases*, effective for the fiscal year ending August 31, 2021. The objective of this Statement is to better meet the needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments’ financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments’ leasing activities.

GASB Statement No. 88—The College is required to implement GASB Statement No. 88, *Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements*, effective for the fiscal year ending August 31, 2019. The objective of this Statement is to improve the information that is disclosed in noted to government financial statements related to debt, including direct borrowings and direct placements. This Statement also clarifies which liabilities governments should include when disclosing information related to debt.

GASB Statement No. 89—The College is required to implement GASB Statement No. 89, *Accounting for Interest Cost Incurred before the End of a Construction Period*, effective for the fiscal year ending August 31, 2021. The objectives of this Statement are to enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and to simplify accounting for certain interest costs.

GASB Statement No. 90—The College is required to implement GASB Statement No. 90, *Majority Equity Interests—an amendment of GASB Statements No. 14 and No. 61*, effective for the fiscal year ending August 30, 2020. The objectives of this Statement are to improve the consistency and comparability of reporting a government’s majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units.
Basic Financial Statements and Required Supplementary Information
For the Years Ended August 31, 2018 and 2017,
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SUNY ERIE COMMUNITY COLLEGE,
(AN EDUCATIONAL INSTITUTION OF THE COUNTY OF ERIE, NEW YORK)
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INDEPENDENT AUDITORS’ REPORT

The Board of Trustees,
SUNY Erie Community College:

Report on the Financial Statements

We have audited the accompanying financial statements of the business-type activities and the discretely presented component units of SUNY Erie Community College (the “College”), a component unit of the County of Erie, New York, as of and for the years ended August 31, 2018 and 2017, and the related notes to the financial statements, which collectively comprise the College’s basic financial statements as listed in the table of contents.

Management’s Responsibility for the Financial Statements

The College’s management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor’s Responsibility

Our responsibility is to express opinions on these financial statements based on our audits. We did not audit the financial statements of the Erie Community College Foundation, Inc. (the “Foundation”), a discretely presented component unit. Those financial statements were audited by other auditors whose reports thereon have been furnished to us, and our opinions, insofar as they relate to the amounts included for the Foundation, are based solely on the reports of the other auditors. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement. The financial statements of the Foundation and the Auxiliary Services Corporation of Erie Community College, Inc. were not audited in accordance with Government Auditing Standards.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.
Opinions

In our opinion, based on our audits and the reports of the other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities and the discretely presented component units of the College, as of August 31, 2018 and 2017, and the respective changes in financial position and, where applicable, cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 2 to the financial statements, during the year ended August 31, 2018 the College implemented Governmental Accounting Standards Board (“GASB”) Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other than Pensions. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management’s Discussion and Analysis and other Required Supplementary Information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the College’s basic financial statements. The Other Information, as listed in the table of contents, and the Schedule of Expenditures of Federal Awards, as required by the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”), are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Other Information, as listed in the table of contents, has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

The Schedule of Expenditures of Federal Awards is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of

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Expenditures of Federal Awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated February 18, 2019 on our consideration of the College’s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the College’s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the College’s internal control over financial reporting and compliance.

February 18, 2019
As management of SUNY Erie Community College (the “College” or “SUNY Erie”), we offer readers of the College’s financial statements this narrative overview and analysis of the financial activities of the College for the fiscal years ended August 31, 2018 and 2017. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in the College’s financial statements, which follow this narrative. For financial reporting purposes, the College’s reporting entity consists of all operations of the College as well as the financial activity of the Erie Community College Foundation, Inc. and the Auxiliary Services Corporation of Erie Community College, Inc., which are considered component units under Governmental Accounting Standards Board (“GASB”). For comparative purposes, certain data from the prior year has been reclassified to conform with the current year presentation.

Financial Highlights

- Total assets and deferred outflows of resources of the College at August 31, 2018 increased $16.8 million, or 17.5%, over those at August 31, 2017. This increase is largely attributable to a $18.9 million increase in the deferred outflows related to the other postemployment benefits obligation (“OPEB”). This is partially offset by a decrease of $5.2 million in net capital assets compared to August 31, 2017.

- Total liabilities and deferred inflows of resources of the College at August 31, 2018 increased $27.9 million, or 11.7%, over those at August 31, 2017, as restated. The most notable increases relate to the College’s OPEB liability, increased $25.3 million, or 12.4%, and deferred inflows related to pensions, increased $9.6 million, or 439.0%. The College’s net pension liability decreased $6.4 million, or 69.0%, compared to August 31, 2017.

- Overall revenues and transfers in (includes the County of Erie, New York (the “County”) contribution) of the College decreased slightly to $128.9 million, or .2%, compared to $129.1 million at August 31, 2017.

- Operating expenses increased $1.5 million for the year ended August 31, 2018 compared to August 31, 2017, as restated. The increase is primarily attributable to the current year operating activity, which includes the opening of a new educational facility and purchase and implementation of a new Enterprise Resource Planning (“ERP”) software.

- The College’s net position decreased $14.6 million for the year ended August 31, 2018 and decreased $5.4 million for the year ended August 31, 2017, as restated. During the year ended August 31, 2018, net position decreased to a $154.9 million deficit largely due to a combination of the increase in the OPEB obligation and related deferred outflows of resources, $6.4 million, a decrease in the net pension liability, $6.4 million, and a decrease in capital assets, $5.2 million. The College’s obligation for OPEB and related deferred outflows increased to $228,555,352 and $18,851,440, respectively, as a result of the GASB 75 implementation. In addition, the net pension liability related to the New York State Employees’ Retirement System (“ERS”) decreased to $2,895,394, based on the most recent actuarial report. A decrease in capital assets is largely attributable to a change in the college’s capital asset policy and thresholds, which resulted in a $4.1 million loss on capital assets.
Overview of the Financial Statements

The discussion and analysis provided here is intended to serve as an introduction to the College’s financial statements. The College’s financial statements are comprised of two components: 1) the entity-wide financial statements and 2) the notes to the financial statements. This report also contains other supplementary information in addition to the financial statements themselves.

The College’s financial statements include not only the College itself, but also the Erie Community College Foundation, Inc. and the Auxiliary Services Corporation of Erie Community College, Inc. Financial information for these component units is reported separately from the financial information presented for the primary entity itself.

The statement of net position presents information on all of the College’s assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference between them reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the College is improving or deteriorating.

The statement of revenues, expenses, and changes in net position presents information indicating how the College’s net position changed during the two most recent fiscal years. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods.

The statement of cash flows presents cash generated and used for the two most recent fiscal years summarized by operating, financing and investing activities, and provides a reconciliation of the College’s net operating loss to its net cash used for operating activities.

The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the financial statements.

Other information is included in these financial statements, namely, the Required Supplementary Information, other information and federal awards information accompanied by notes. Supplemental schedules present information on certain financial information as recommended for community colleges by the State University of New York. The federal awards information and notes present information as required by the U.S. Office of Management and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance").

Financial Analysis

Net position over time may serve as a useful indicator of an entity’s financial position. In the case of the College, liabilities and deferred inflows of resources exceeded assets and deferred outflows of resources (deficit net position) by $154.9 million at August 31, 2018 and $143.8 million, as restated, at August 31, 2017. The College’s net position decreased $14.6 million in 2018 most significantly as a result of the increase in the College’s OPEB obligation of $6.4 million combined with a $4.1 million loss on capital assets.
Net position of the primary government of the College is displayed in two major categories:

- **Net Investment in Capital Assets**—This category represents the College’s total investment in long-lived capital assets such as building improvements, equipment and library collections; less any related debt used to acquire those assets that is still outstanding.

- **Unrestricted Net Position**—This category represents the resources derived primarily from student tuition and fees, state and sponsor appropriations and sales and services of educational activities that are not restricted. These resources are used for transactions related to the educational and general operations of the College, and may be used at the discretion of the Board of Trustees to meet current expenses for any purpose. Unrestricted net position was in a deficit position as of August 31, 2018 and 2017. This demonstrates that future funding will be necessary to liquidate long-term obligations.

### Table 1—Condensed Statements of Net Position—Primary Government

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2017 (as restated)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current assets</strong></td>
<td>$42,746,224</td>
<td>$42,446,332</td>
</tr>
<tr>
<td><strong>Noncurrent assets</strong></td>
<td>33,054,046</td>
<td>37,519,692</td>
</tr>
<tr>
<td><strong>Total assets</strong></td>
<td>75,800,270</td>
<td>79,966,024</td>
</tr>
<tr>
<td><strong>Deferred outflows of resources</strong></td>
<td>36,810,388</td>
<td>15,861,528</td>
</tr>
<tr>
<td><strong>Current liabilities</strong></td>
<td>19,879,163</td>
<td>20,622,965</td>
</tr>
<tr>
<td><strong>Noncurrent liabilities</strong></td>
<td>235,885,310</td>
<td>216,775,984</td>
</tr>
<tr>
<td><strong>Total liabilities</strong></td>
<td>255,764,473</td>
<td>237,398,949</td>
</tr>
<tr>
<td><strong>Deferred inflows of resources</strong></td>
<td>11,742,905</td>
<td>2,179,467</td>
</tr>
<tr>
<td><strong>Net position:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net investment in capital assets</td>
<td>32,341,626</td>
<td>37,519,692</td>
</tr>
<tr>
<td>Unrestricted</td>
<td>(187,238,347)</td>
<td>(181,270,556)</td>
</tr>
<tr>
<td><strong>Total net position</strong></td>
<td>$(154,896,721)</td>
<td>$(143,750,864)</td>
</tr>
</tbody>
</table>

At August 31, 2018 and 2017, total College assets were $75,800,270 and $79,966,024, respectively. Cash and cash equivalents were $38,775,805 and $38,950,201 as of August 31, 2018 and 2017, respectively, comprising the largest class of assets held by the College. The decrease in cash and cash equivalents is largely attributable to the results of the current year operations, including a 50.1% increase in student receivables.

The College’s net capital assets (e.g., land improvements, building improvements, machinery and equipment, less accumulated depreciation) encompasses its second largest asset class. Capital assets, net of accumulated depreciation, at August 31, 2018 was $32,341,626 is a decrease of $5.2 million from the previously stated $37,519,692, at August 31, 2017. During the year, the College revised its capital asset policy, including an increase of the capitalization thresholds for equipment and building improvements. A majority of the loss on capital assets, $4,095,364, represents previously capitalized assets and related accumulated depreciation, which are below these new thresholds.
At August 31, 2018 and 2017, the College reported deferred outflows of resources of $36.8 million and $15.9 million, respectively, representing deferred outflows relating to OPEB and pensions. The implementation of GASB 75 represents the $18.9 million of this increase and $2.1 million correlates to the changes in the New York State and Local Retirement System actuarial report for the College’s proportionate share of the employees’ retirement system net pension liability.

Current liabilities of $19.9 million at August 31, 2018 reflect a decrease of $0.7 million over the August 31, 2017 total of $20.5 million. The decrease is mainly attributable to the timing of year-end payments within accounts payable, accrued liabilities and due to retirement systems. Noncurrent liabilities at August 31, 2018 and 2017 have increased to $235,885,310 and $216,775,984, as restated, respectively. These increases are primarily due to the change in the OPEB obligation, which increased by $25.3 million and $119.7 million, as restated, during the years ended August 31, 2018 and 2017, respectively. OPEB is the College’s most significant liability and is anticipated to continue growing from year to year until all such benefits are recorded. Despite the significance of this benefit liability, the College believes it has sufficient resources to meet its ongoing obligation to students and creditors, even though unrestricted net position is presently in a deficit position. The increase in noncurrent liabilities is offset by a decline in the College’s proportionate share of the net pension liability to $2.9 million at August 31, 2018, compared to $9.3 million at August 31, 2017. The decrease of $6.4 million, or 69.0%, is the result of changes in the New York State and Local Retirement System actuarial report and assumptions for the College’s year ended August 31, 2018.

At August 31, 2018 and 2017, the College reported deferred inflows of resources of $11.7 million and $2.2 million, respectively, representing deferred inflows relating to pensions. This deferred inflow has been actuarially determined by the New York State and Local Retirement System and the New York State Teachers’ Retirement System.

A key indicator of the short-term financial health of the College is the ratio of current assets to current liabilities (current ratio). At August 31, 2018, the current ratio of 2.2 indicates that the College has sufficient available resources to meet current obligations. Table 2 presents the current ratio for the College at August 31, 2018, and 2017, which has increased slightly from prior year.

Table 2—Ratio of Current Assets to Current Liabilities—Primary Government

<table>
<thead>
<tr>
<th>Year Ended August 31,</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
<td>2017</td>
</tr>
<tr>
<td>Current assets</td>
<td>$42,746,224</td>
<td>$42,446,332</td>
</tr>
<tr>
<td>Current liabilities</td>
<td>19,879,163</td>
<td>20,622,965</td>
</tr>
<tr>
<td>Ratio of current assets to current liabilities</td>
<td>2.2</td>
<td>2.1</td>
</tr>
</tbody>
</table>
Table 3—Condensed Statements of Revenues, Expenses, and Changes in Net Position—Primary Government

<table>
<thead>
<tr>
<th></th>
<th>Year Ended August 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td>Operating revenues</td>
<td>$ 44,784,992</td>
</tr>
<tr>
<td>Operating expenses, as restated</td>
<td>135,953,943</td>
</tr>
<tr>
<td>Operating loss</td>
<td>(91,168,951)</td>
</tr>
<tr>
<td>Nonoperating revenues—net of nonoperating expenses</td>
<td>61,468,777</td>
</tr>
<tr>
<td>Loss before transfers</td>
<td>(29,700,174)</td>
</tr>
<tr>
<td>Transfers in</td>
<td></td>
</tr>
<tr>
<td>County contributions</td>
<td>18,554,317</td>
</tr>
<tr>
<td>County contributions—retirement incentive</td>
<td>-</td>
</tr>
<tr>
<td>Total transfers in</td>
<td>18,554,317</td>
</tr>
<tr>
<td>Change in net position, as restated</td>
<td>(11,145,857)</td>
</tr>
<tr>
<td>Net position—beginning</td>
<td>(143,750,864)</td>
</tr>
<tr>
<td>Restatement</td>
<td>-</td>
</tr>
<tr>
<td>Net position—ending, as restated</td>
<td>$ (154,896,721)</td>
</tr>
</tbody>
</table>

Operating revenues are received for providing educational instruction to students and other constituencies of the College. Operating expenses are those expenses paid to acquire or produce instructional and related services provided in return for the operating revenues in carrying out the mission of the College. Revenues received, for which no services are provided, are either reported as nonoperating revenues, such as state and local appropriations and federal and state student financial aid, or the transfer in of County contribution by Erie County, the College’s local sponsor.

Operating revenues consist of student tuition and fees, net of scholarships; grants received from federal, state and local governments as well as private enterprises; and other sources of revenue such as rent, other fees and miscellaneous. Operating expenses consist of salaries and wages, benefits and taxes, scholarships, utilities, supplies and general expenses, and depreciation. State and local appropriations, the local sponsor contribution, federal and state financial aid and investment income significantly offset operating losses.
Table 4—Summary of Sources of Revenues—Primary Government

<table>
<thead>
<tr>
<th>Year Ended August 31,</th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating revenues (by major source):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student tuition and fees</td>
<td>$55,890,336</td>
<td>$55,880,106</td>
</tr>
<tr>
<td>Less: scholarship allowances</td>
<td>(20,052,113)</td>
<td>(20,346,357)</td>
</tr>
<tr>
<td>Net student tuition and fees</td>
<td>35,838,223</td>
<td>35,533,749</td>
</tr>
<tr>
<td>Grants and contracts</td>
<td>7,442,893</td>
<td>8,046,735</td>
</tr>
<tr>
<td>Other sources</td>
<td>1,503,876</td>
<td>711,918</td>
</tr>
<tr>
<td>Total operating revenues</td>
<td>44,784,992</td>
<td>44,292,402</td>
</tr>
<tr>
<td>Nonoperating revenues (by major source):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>State appropriations, unrestricted</td>
<td>30,194,066</td>
<td>30,451,742</td>
</tr>
<tr>
<td>Local appropriations, unrestricted</td>
<td>1,445,772</td>
<td>1,645,567</td>
</tr>
<tr>
<td>Federal and state financial aid</td>
<td>33,764,291</td>
<td>33,698,561</td>
</tr>
<tr>
<td>Investment income</td>
<td>160,012</td>
<td>70,825</td>
</tr>
<tr>
<td>Total nonoperating revenues</td>
<td>65,564,141</td>
<td>65,866,695</td>
</tr>
<tr>
<td>Transfers in</td>
<td></td>
<td></td>
</tr>
<tr>
<td>County contributions</td>
<td>18,554,317</td>
<td>18,054,317</td>
</tr>
<tr>
<td>County contributions—retirement incentive</td>
<td>-</td>
<td>890,757</td>
</tr>
<tr>
<td>Total transfers in</td>
<td>18,554,317</td>
<td>18,945,074</td>
</tr>
<tr>
<td>Total revenues</td>
<td>$128,903,450</td>
<td>$129,104,171</td>
</tr>
</tbody>
</table>

Operating revenues increased $0.5 million during the year ended August 31, 2018 from those of the year ended August 31, 2017. Increases in other sources relate to additional rental of real property income and administrative overhead fees associated with a new contract.

Nonoperating revenues decreased $.3 million during the year ended August 31, 2018 compared to the year ended August 31, 2017, which totaled $65.8 million. This decrease primarily consists of a decline in state and local appropriations due to decreased enrollment.

During the year ended August 31, 2018, transfers decreased to $18.5 million compared to $18.9 million in the year ended August 31, 2017. This change is a combination of an increase in sponsor contributions of $500,000, netted against a decrease of $890,757 related to the Erie County contribution towards an early retirement incentive offered to the College’s Administrators and Faculty Federation unions during the prior year.
Table 5—Summary of Expenses (Functional Classifications)—Primary Government

<table>
<thead>
<tr>
<th>Operating expenses:</th>
<th>Year Ended August 31,</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
<td>2017</td>
</tr>
<tr>
<td>Instruction</td>
<td>$ 53,446,027</td>
<td>$ 51,736,640</td>
</tr>
<tr>
<td>Academic support</td>
<td>5,570,334</td>
<td>5,650,163</td>
</tr>
<tr>
<td>Libraries</td>
<td>2,045,334</td>
<td>2,032,229</td>
</tr>
<tr>
<td>Student services</td>
<td>14,767,337</td>
<td>14,348,170</td>
</tr>
<tr>
<td>General administration</td>
<td>5,429,049</td>
<td>5,237,634</td>
</tr>
<tr>
<td>General institutional services</td>
<td>18,285,821</td>
<td>15,286,727</td>
</tr>
<tr>
<td>Maintenance and operation of plant</td>
<td>12,730,607</td>
<td>12,277,965</td>
</tr>
<tr>
<td>OPEB expense</td>
<td>6,418,422</td>
<td>10,077,563</td>
</tr>
<tr>
<td>Scholarships</td>
<td>14,150,847</td>
<td>13,112,062</td>
</tr>
<tr>
<td>Depreciation</td>
<td>3,110,165</td>
<td>4,645,867</td>
</tr>
<tr>
<td><strong>Total operating expenses</strong></td>
<td><strong>135,953,943</strong></td>
<td><strong>134,405,020</strong></td>
</tr>
</tbody>
</table>

| Nonoperating expenses:                        |                      |
| Loss on capital assets                        | 4,095,364             | 29,162    |
| Interest expense                              | -                     | 33,226    |
| **Total expenses**                            | **$ 140,049,307**     | **$ 134,467,408** |

Total expenses of $140.0 million in the year ended August 31, 2018 were 4.2% greater than those similar costs of $134.5 million in the previous year. Total operating expenses increased $1.6 million compared to August 31, 2017. General institutional services increased $3.0 million largely due to the phase one implementation of the College’s enterprise resource planning software which began in 2018. Instruction increased $1.7 million as a result of purchases for supplies and equipment with the opening of the College’s sciences, technology, engineering, and mathematics (“STEM”) facilities. An increase of $1.0 million in scholarship expenses relate to increases in NYS scholarships, including the excelsior scholarship and equal opportunity programs (“EOP”). The College recognized a significant increase related to a loss on disposal with the application of a new capital asset policy and related capitalization thresholds.

Table 6—Summary of Expenses—Primary Government

<table>
<thead>
<tr>
<th>Operating expenses:</th>
<th>Year Ended August 31,</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
<td>% of</td>
<td>2017</td>
</tr>
<tr>
<td></td>
<td>total</td>
<td>total</td>
<td>total</td>
</tr>
<tr>
<td>Salaries and wages</td>
<td>$ 60,680,649</td>
<td>43.3%</td>
<td>$ 58,892,322</td>
</tr>
<tr>
<td>Employee benefits and taxes</td>
<td>33,452,628</td>
<td>23.9%</td>
<td>38,809,725</td>
</tr>
<tr>
<td>Scholarships</td>
<td>14,130,354</td>
<td>10.1%</td>
<td>13,091,802</td>
</tr>
<tr>
<td>Utilities</td>
<td>1,796,888</td>
<td>1.3%</td>
<td>1,724,329</td>
</tr>
<tr>
<td>Depreciation</td>
<td>3,110,165</td>
<td>2.2%</td>
<td>4,645,867</td>
</tr>
<tr>
<td>Supplies, services, and general, as restated</td>
<td>22,783,259</td>
<td>16.3%</td>
<td>17,240,975</td>
</tr>
</tbody>
</table>

| Nonoperating expenses:                         |                      |
| Loss on capital assets                        | 4,095,364             | 2.9%  | 29,162 | 0.0% |
| Interest expense                              | -                     | 0.0%  | 33,226 | 0.0% |
| **Total expenses**                             | **$ 140,049,307**     | 100.0%| **$ 134,467,408** | 100.0%|
As reflected in Table 6, during the year ended August 31, 2018 the College spent $0.67 of every dollar on personnel costs providing services to students, and another $0.10 thereof on direct student aid in the form of scholarships.

In total, salary and wage expenses increased $1.8 million, or 3.0%, compared to those reported at August 31, 2017, as a result of annual salary increase in accordance with the collective bargaining agreements. In addition, supplies, services and general expenses experienced an increase of $5.5 million, or 32.2%, compared to August 31, 2017. The development and implementation of the College’s ERP software has increased expenses by $1.8 million, in addition to increased expenses for supplies, services and equipment with the opening of the STEM facilities.

Fringe benefit expense present a decrease of $5.4 million, compared to those reported at August 31, 2017. The most significant transactions that comprise this decrease include the adjustment for the 2017 and 2018 OPEB costs and pension expense related to the College’s retirement systems. At August 31, 2018, OPEB and pension expense totaled $6,418,421 and $312,798, which is a decrease from $10,077,563 and $1,134,224, respectively, at August 31, 2017. Excluding the effects of OPEB and pensions, employee benefit expenses decreased $0.9 million or 3.2%, largely due to a combination of prior year retirements and increased employee contributions per the renegotiated collective bargaining agreements.

Statement of Cash Flows

The statement of cash flows provides information about the cash receipts, cash payments, and net change in cash resulting from the operating, investing, and capital and noncapital financing activities of the College during the year. This statement helps users assess the College’s ability to generate net cash flows, its ability to meet obligations as they come due, and its need for external financing.

The statement of cash flows is divided into five parts:

1. **Cash flows from operating activities**—This section shows the net cash and cash equivalents used by the operating activities of the College.

2. **Cash flows from noncapital financing activities**—This section reflects the net cash and cash equivalents received for nonoperating, non-investing, and noncapital financing purposes.

3. **Cash flows from capital and related financing activities**—This section reflects cash and cash equivalents used for the acquisition and construction/sale of capital assets and related items.

4. **Cash flows from investing activities**—This section shows the purchases, proceeds, and interest received from investing activities.

5. **Reconciliation of operating income (loss) to net cash provided by (used for) operating activities**—This section provides a schedule that reconciles the accrual-based operating loss to the net cash flow used for operating activities.
### Table 7—Condensed Statements of Cash Flows—Primary Government

<table>
<thead>
<tr>
<th></th>
<th>Year Ended August 31,</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2018</td>
</tr>
<tr>
<td>Cash provided by (used for):</td>
<td></td>
<td>2017</td>
</tr>
<tr>
<td>Operating activities</td>
<td>$ (81,683,134)</td>
<td>$ (75,703,280)</td>
</tr>
<tr>
<td>Noncapital financial activities</td>
<td>83,376,189</td>
<td>84,998,966</td>
</tr>
<tr>
<td>Capital and related financing activities</td>
<td>(2,027,463)</td>
<td>(7,346,947)</td>
</tr>
<tr>
<td>Investing activities</td>
<td>160,012</td>
<td>70,825</td>
</tr>
<tr>
<td>(Decrease) increase in cash and cash equivalents</td>
<td>(174,396)</td>
<td>2,019,564</td>
</tr>
<tr>
<td>Cash and cash equivalents—beginning</td>
<td>38,950,201</td>
<td>36,930,637</td>
</tr>
<tr>
<td>Cash and cash equivalents—ending</td>
<td>$ 38,775,805</td>
<td>$ 38,950,201</td>
</tr>
</tbody>
</table>

Compared to August 31, 2017, total cash decreased $174,396, or 0.5%, at August 31, 2018. An increase in net cash used for operating activities coupled with a decrease in net cash used for capital represent the most significant changes from 2017.

**Capital Asset Activity**

The College’s net capital asset additions for the fiscal years ended August 31, 2018 and 2017, amount to approximately $2.0 and $5.9 million, respectively. These additions included significant building improvements and additions, enhancements and renovations to campus facilities, electrical service upgrades and technological improvements/equipment purchases. The College continued its significant investment in equipment, utilizing bonding supplied by its local sponsor, the County of Erie, New York.

**Economic Outlook**

A significant factor impacting the College’s financial position and operations is student enrollment. Future enrollment levels will continue to be influenced by the economic environment, and local student demographics, which reflect a downward trend in the number of traditional-aged students. Future enrollments could be further adversely affected by a number of factors, including any significant increase in tuition or other charges, changes in economic conditions including local employment opportunities, and higher education competition. College management has implemented enrollment strategies to identify and penetrate new markets, enhance retention and collaborate with industry/alumni/other partners to increase enrollment at the College. It is projected that FTE enrollment will stay flat in 2019 and 2020 due to an offset of Pathways student increases with modest decreases in traditional age students.

Basic state aid is the funding resource provided to the College by New York State based on student enrollment using full-time equivalent student (“FTE”) data. The following reflects basic state aid rates per FTE over the periods indicated:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Rates</td>
<td>$ 2,847</td>
<td>$ 2,747</td>
<td>$ 2,697</td>
<td>$ 2,597</td>
<td>$ 2,497</td>
</tr>
</tbody>
</table>

New York State has previously experienced difficulty in balancing budgets, resulting in decreases in the basic state aid rate paid to its community colleges starting in the first quarter of 2009-2010. The governor has proposed a 2019-2020 budget holding the $2,847 rate currently in effect; however, it is presently undeterminable whether the state legislature will approve the budget as presented. In addition, the Governor’s proposed budget includes growth in the free tuition program for students attending a SUNY
school full time for 30 credit hours a year, based upon some income limitations. As a significant of
community college students are working adults attending college part time, very few of our students
qualify for this program. This free tuition program does impact high school student enrollment at
community colleges as it incentivizes students that would otherwise spend the first 2 years of their
bachelor’s degree pursuit with us for the cost savings, to go directly to a four year institution for free.
State appropriations decreased $0.3 million for the year ended August 31, 2018, which is similar to the
$0.7 million decrease for the year ended August 31, 2017, reflecting a blend of moderate rate increases
and decreased student enrollment.

Continuing local economic realities combined with the downward trend in student demographics suggest
the economic outlook to be a challenge for the College; providing adequate levels of student service
continues to be challenging as the number of students serviced per full time employee has increased
approximately 40% over the last eleven years.

The College’s local sponsor, Erie County, has been responsive to the college’s fiscal needs in the past
several years, and in it’s 2018 budget did include a $500,000, or 2.8%, additional sponsor contribution.
Sponsorship funding for the 2019 budget remains consistent with contributions provided in 2018, with an
additional $380,000 of maintenance of effort dollars shifted from restricted equipment funds to regular
operating funds. In addition, the County also provides additional one time funds from its operating budget
annually as it can. As the College’s financial position is closely tied to that of the state and local sponsor,
it is subject to the ups and downs of these economies.

In 2018 and 2017, state appropriations contributed approximately 23.4% and 23.6% of all revenues,
respectively, while the local sponsor contributed 14.4% for 2018, a decrease from 14.7% from the prior
year. These contributions totaled a combined 37.8% and 38.3% of all College resources for the years
ended August 31, 2018 and 2017, respectively. The sponsor’s recent increases in support of the College
have been partially offset by the declines in state operating aid given the decline in student enrollment. In
2018, net student tuition and fees comprise 27.8% of total revenues, a slight increase from 27.5% in 2017
due to increase tuition rates.

As a result of the state and local economic outlooks, budget constraint will continue to be closely
practiced but balanced with the College’s strategic plan for growth and development going forward. The
College continues to offer an exceptional educational value in the Western New York region and is
positioning itself as a leader of workforce development locally. The College continues its diligent work at
enhancing revenues by working with local and regional economic partners to grow certificate and
workforce programs, as well as seeking grant funding opportunities. SUNY Erie offers approximately 100
degree and certificate programs. Grants, including student aid, were $41.7 million and 42.3 million,
respectively, for the 2018 and 2017 years. The College continues to maintain strict staffing levels while
examining opportunities to reduce or maintain costs in accordance with its budget. The College has
allocated $2.9 million of its unrestricted fund balance for use in the 2018/19 budget in support of year two
implementation costs of the Workday project.

The College is party to the county-wide contract with the American Federation of State, County and
Municipal Employees (“AFSCME”) union, as well as the Civil Service Employees Association, Inc.
(“CSEA”). The previous contracts, which expired on December 31, 2016 were both settled in January
2018. The new contracts are effective until December 31, 2022. The college also has agreements with
two local unions, the Faculty Federation of Erie Community College and the Administrators Association
of Erie Community College. Both of these unions have contracts expiring on August 31, 2020.
Conversations are underway to begin negotiation procedures with both unions by fall of 2019.
Changes Impacting Future Operations

Traditional high school populations have been declining since 2011, creating a downturn in revenue, both in tuition and in state aid revenue generated by FTE’s. In addition to a declining revenue base, unfunded costs mandated by labor management agreements with our four unions, as well as the regular cost of living increases and increasing healthcare costs, resulting in tuition and fee rate increases over the last several years. In that same time period, we have been growing the Pathways programming at the institution, which provides the college with additional state aidable FTE. By doing so, we have been able to mitigate some of the revenue loss experienced with the declining traditional populations, putting us in a much better position than many of our community college peers. In 2018-19 we were able to hold tuition and fees flat at the 2017-18 rates, but we are unsure if that is sustainable moving forward. Budgets are analyzed monthly and reforecasts modeled each semester to ensure we are managing the college’s spend within its approved operating budget and use of reserve fund balances. For the last two years, we have been able to add funds to the reserve fund balance and as of August 31, 2018, have roughly $18 million in reserves, equal to approximately 2 months worth of operating expenses for the college. This is a healthy balance and aligns with the current board of trustees fund balance policy requirement.

SUNY Erie Community College opened its new STEM building in January 2018, in time for spring classes to take place there. This building provides much needed space to house state of the art classrooms and laboratories that should increase our related student enrollments. This space also provides much needed office space for existing faculty as well as those of new programs recently developed. The building has drawn much attention from the community and donors, and is a center-piece for the North Campus.

Accreditation

On November 15, 2018 SUNY Erie Community College’s accreditation was reaffirmed by the Middle States Commission on Higher Education (“MSCHE”). After submission of the June 1, 2017 Periodic Review Report, the College complied with a requirement to file a monitoring report on September 1, 2018, as well as welcome a small MSCHE Team Visit in October, 2018. All were completed as further evidence of compliance with MSCHE Standard V (Educational Effectiveness Assessment) and Standard VI (Planning, Resources, and Institutional Improvement).

A monitoring report, due October 1, 2019, will be filed demonstrating SUNY Erie Community College’s sustainability of implemented corrective measures for (1) the development and implementation of organized and systematic assessments that evaluate the extent of student achievement in all programs (Standard V); and (2) clearly stated institutional and unit-level objectives that are linked to mission and reflect conclusions drawn from assessment results (Standard VI). In addition, the monitoring report will also provide further evidence of a governing body that provides oversight at the policy level and is informed in all its operations by principles of good practice in board governance (Standard VII). The next self-study is scheduled for 2021-2022.

Accreditation information, including a history of events, can be viewed on the MSCHE website at MSCHE.org, then selecting the institution icon and locating the College by name. SUNY Erie has put in place structures, systems and processes that will assist in the continuing evaluation of both its overall effectiveness in achieving its mission and goals, and its compliance with accreditation standards.

Requests for Information

This financial statement is designed to provide a general overview of the College’s finances. Questions concerning the information provided in this report or requests for additional financial information should be addressed to Ms. Penelope G. Howard, Executive Vice President for Administration and Finance, 121 Ellicott Street, Buffalo, New York 14203.
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BASIC FINANCIAL STATEMENTS
SUNY ERIE COMMUNITY COLLEGE  
(AN EDUCATIONAL INSTITUTION OF THE COUNTY OF ERIE, NEW YORK)  
Statement of Net Position  
August 31, 2018

<table>
<thead>
<tr>
<th>Primary Government</th>
<th>Auxiliary Services Corporation</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ASSETS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current assets:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash and cash equivalents</td>
<td>$38,775,805</td>
<td>$339,740</td>
</tr>
<tr>
<td>Investments</td>
<td>5,005,651</td>
<td></td>
</tr>
<tr>
<td>Student receivables, net of allowance of $8,944,417</td>
<td>2,166,954</td>
<td>1,000</td>
</tr>
<tr>
<td>Due from Erie County</td>
<td>45,586</td>
<td>1,524,236</td>
</tr>
<tr>
<td>Other receivables</td>
<td>1,439,324</td>
<td></td>
</tr>
<tr>
<td>Inventories</td>
<td>318,555</td>
<td></td>
</tr>
<tr>
<td>Total current assets</td>
<td>42,746,224</td>
<td>5,346,391</td>
</tr>
<tr>
<td>Noncurrent assets:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital assets</td>
<td>57,616,548</td>
<td></td>
</tr>
<tr>
<td>Less: accumulated depreciation</td>
<td>(25,274,922)</td>
<td>(624,455)</td>
</tr>
<tr>
<td>Net pension asset</td>
<td>712,420</td>
<td></td>
</tr>
<tr>
<td>Net assets held on behalf of others</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total noncurrent assets</td>
<td>33,054,046</td>
<td>955,714</td>
</tr>
<tr>
<td>Total assets</td>
<td>75,800,270</td>
<td>5,346,391</td>
</tr>
<tr>
<td><strong>DEFERRED OUTFLOWS OF RESOURCES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred outflows—relating to pensions</td>
<td>17,958,948</td>
<td>-</td>
</tr>
<tr>
<td>Deferred outflows—relating to OPEB</td>
<td>18,851,440</td>
<td>-</td>
</tr>
<tr>
<td>Total deferred outflows of resources</td>
<td>36,810,388</td>
<td>-</td>
</tr>
<tr>
<td><strong>LIABILITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current liabilities:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts payable</td>
<td>1,298,877</td>
<td>5,629</td>
</tr>
<tr>
<td>Accrued liabilities</td>
<td>1,658,058</td>
<td>71,187</td>
</tr>
<tr>
<td>Compensated absences</td>
<td>330,000</td>
<td>-</td>
</tr>
<tr>
<td>Due to retirement systems</td>
<td>3,041,163</td>
<td>-</td>
</tr>
<tr>
<td>Due to Erie County</td>
<td>1,674,772</td>
<td>-</td>
</tr>
<tr>
<td>Other liabilities</td>
<td>3,788,432</td>
<td>108,873</td>
</tr>
<tr>
<td>Unearned revenue</td>
<td>8,087,861</td>
<td>-</td>
</tr>
<tr>
<td>Total current liabilities</td>
<td>19,879,163</td>
<td>114,502</td>
</tr>
<tr>
<td>Noncurrent liabilities:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accrued liabilities</td>
<td>920,073</td>
<td>-</td>
</tr>
<tr>
<td>Compensated absences</td>
<td>3,200,732</td>
<td>-</td>
</tr>
<tr>
<td>Due to retirement systems</td>
<td>313,759</td>
<td>-</td>
</tr>
<tr>
<td>OPEB obligation</td>
<td>228,555,352</td>
<td>-</td>
</tr>
<tr>
<td>Net pension liability</td>
<td>2,895,394</td>
<td>-</td>
</tr>
<tr>
<td>Net assets held on behalf of others</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total noncurrent liabilities</td>
<td>235,885,310</td>
<td>-</td>
</tr>
<tr>
<td>Total liabilities</td>
<td>255,764,473</td>
<td>114,502</td>
</tr>
<tr>
<td><strong>DEFERRED INFLOWS OF RESOURCES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred inflows—relating to pensions</td>
<td>11,742,906</td>
<td>-</td>
</tr>
<tr>
<td><strong>NET POSITION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net investment in capital assets</td>
<td>32,341,626</td>
<td>-</td>
</tr>
<tr>
<td>Permanently restricted</td>
<td>-</td>
<td>2,057,902</td>
</tr>
<tr>
<td>Temporarily restricted</td>
<td>-</td>
<td>1,307,857</td>
</tr>
<tr>
<td>Unrestricted</td>
<td>(187,238,347)</td>
<td>1,866,130</td>
</tr>
<tr>
<td>Total net position</td>
<td>$(154,896,721)</td>
<td>$5,231,889</td>
</tr>
</tbody>
</table>

The notes to the financial statements are an integral part of this statement.
SUNY ERIE COMMUNITY COLLEGE  
(AN EDUCATIONAL INSTITUTION OF THE COUNTY OF ERIE, NEW YORK)  
Statement of Net Position  
August 31, 2017  

<table>
<thead>
<tr>
<th>Component Units</th>
<th>Primary Government</th>
<th>Auxiliary Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business-type Activities</td>
<td>Foundation</td>
<td>Corporation</td>
</tr>
</tbody>
</table>

**ASSETS**

Current assets:
- Cash and cash equivalents: $38,950,201
- Investments: $409,101
- Student receivables, net of allowance of $8,810,049: $1,443,414
- Due from Erie County: 101,950
- Other receivables: 1,538,982
- Inventories: -
- Prepaid items: 411,785

Total current assets: 42,446,332

Noncurrent assets:
- Capital assets: 68,139,091
- Less: accumulated depreciation: (30,619,399)
- Net assets held on behalf of others: -

Total noncurrent assets: 37,519,692

**DEFERRED OUTFLOWS OF RESOURCES**

Deferred outflows—relating to pensions: 15,861,528

**LIABILITIES**

Current liabilities:
- Accounts payable: 1,390,749
- Accrued liabilities: 2,188,403
- Compensated absences: 305,000
- Due to retirement systems: 3,504,417
- Due to Erie County: 2,108,771
- Other liabilities: 2,783,870
- Unearned revenue: 8,341,755

Total current liabilities: 20,622,965

Noncurrent liabilities:
- Accrued liabilities: 996,155
- Compensated absences: 2,942,123
- Due to retirement systems: 216,021
- OPEB obligation, as restated: 203,285,491
- Net pension liability: 9,336,194
- Net assets held on behalf of others: -

Total noncurrent liabilities: 216,775,984

**DEFERRED INFLOWS OF RESOURCES**

Deferred inflows—relating to pensions: -

**NET POSITION**

Net investment in capital assets: 37,519,692

Permanently restricted: -

Temporarily restricted: -

Unrestricted: (181,270,556)

Total net position, as restated: $(143,750,864)

The notes to the financial statements are an integral part of this statement.
## Statement of Revenues, Expenses, and Changes in Net Position

### Year Ended August 31, 2018

### OPERATING REVENUES

<table>
<thead>
<tr>
<th>Description</th>
<th>Primary Government</th>
<th>Component Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student tuition and fees</td>
<td>$55,890,336</td>
<td>-</td>
</tr>
<tr>
<td>Less: scholarship allowances</td>
<td>(20,052,113)</td>
<td>-</td>
</tr>
<tr>
<td>Federal grants and contracts</td>
<td>1,559,931</td>
<td>-</td>
</tr>
<tr>
<td>State grants</td>
<td>1,822,357</td>
<td>-</td>
</tr>
<tr>
<td>Local grants</td>
<td>4,060,605</td>
<td>-</td>
</tr>
<tr>
<td>Other sources</td>
<td>1,503,876</td>
<td>605,384</td>
</tr>
<tr>
<td>Contributions</td>
<td>-</td>
<td>339,068</td>
</tr>
<tr>
<td>Support from Erie Community College</td>
<td>-</td>
<td>178,389</td>
</tr>
<tr>
<td>Food service revenue, net</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Bookstore revenue</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Childcare service revenue</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total operating revenues</strong></td>
<td>44,784,992</td>
<td>1,122,841</td>
</tr>
</tbody>
</table>

### OPERATING EXPENSES

<table>
<thead>
<tr>
<th>Description</th>
<th>Primary Government</th>
<th>Component Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and wages</td>
<td>60,680,649</td>
<td>-</td>
</tr>
<tr>
<td>Employee benefits and taxes</td>
<td>33,452,628</td>
<td>-</td>
</tr>
<tr>
<td>Scholarships</td>
<td>14,130,354</td>
<td>307,427</td>
</tr>
<tr>
<td>Utilities</td>
<td>1,796,888</td>
<td>-</td>
</tr>
<tr>
<td>Depreciation</td>
<td>3,110,165</td>
<td>-</td>
</tr>
<tr>
<td>Supplies, services, and general</td>
<td>22,783,259</td>
<td>462,221</td>
</tr>
<tr>
<td>Food service</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Childcare service</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total operating expenses</strong></td>
<td>135,953,943</td>
<td>769,648</td>
</tr>
</tbody>
</table>

**Operating income (loss)**: $(91,168,951)

### NONOPERATING REVENUES (EXPENSES)

<table>
<thead>
<tr>
<th>Description</th>
<th>Primary Government</th>
<th>Component Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>State appropriations, unrestricted</td>
<td>30,194,066</td>
<td>-</td>
</tr>
<tr>
<td>Local appropriations, unrestricted</td>
<td>1,445,772</td>
<td>-</td>
</tr>
<tr>
<td>Federal and state student financial aid</td>
<td>33,764,291</td>
<td>-</td>
</tr>
<tr>
<td>Investment income</td>
<td>160,012</td>
<td>-</td>
</tr>
<tr>
<td>Miscellaneous revenue</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Loss on capital assets</td>
<td>(4,095,364)</td>
<td>-</td>
</tr>
<tr>
<td>Program expenses</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total nonoperating revenues (expenses)</strong></td>
<td>61,468,777</td>
<td>-</td>
</tr>
</tbody>
</table>

**Income (loss) before transfers**: $(29,700,174)

### TRANSFERS IN

<table>
<thead>
<tr>
<th>Description</th>
<th>Primary Government</th>
<th>Component Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>County contributions</td>
<td>18,554,317</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total transfers in</strong></td>
<td>18,554,317</td>
<td>-</td>
</tr>
</tbody>
</table>

**Change in net position**: $(11,145,857)

**Net position—beginning**: $(143,750,864)

**Net position—ending**: $(154,896,721)

**Net position change**: $1,876,338

The notes to the financial statements are an integral part of this statement.
Statement of Revenues, Expenses, and Changes in Net Position
Year Ended August 31, 2017

<table>
<thead>
<tr>
<th>Component Units</th>
<th>Primary Government</th>
<th>Auxiliary Services Corporation</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Revenues</td>
<td>$ 55,880,106</td>
<td>-</td>
<td>$ 55,880,106</td>
</tr>
<tr>
<td>Less: scholarship allowances</td>
<td>(20,346,357)</td>
<td>-</td>
<td>(20,346,357)</td>
</tr>
<tr>
<td>Student tuition and fees</td>
<td>35,533,749</td>
<td>-</td>
<td>35,533,749</td>
</tr>
<tr>
<td>Federal grants and contracts</td>
<td>1,454,265</td>
<td>-</td>
<td>1,454,265</td>
</tr>
<tr>
<td>State grants</td>
<td>3,570,407</td>
<td>-</td>
<td>3,570,407</td>
</tr>
<tr>
<td>Local grants</td>
<td>3,022,063</td>
<td>-</td>
<td>3,022,063</td>
</tr>
<tr>
<td>Other sources</td>
<td>711,918</td>
<td>705,076</td>
<td>224,504</td>
</tr>
<tr>
<td>Contributions</td>
<td>-</td>
<td>372,053</td>
<td>372,053</td>
</tr>
<tr>
<td>Support from Erie Community College</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Food service revenue, net</td>
<td>-</td>
<td>-</td>
<td>423,802</td>
</tr>
<tr>
<td>Bookstore revenue</td>
<td>-</td>
<td>-</td>
<td>435,288</td>
</tr>
<tr>
<td>Childcare service revenue</td>
<td>-</td>
<td>-</td>
<td>873,455</td>
</tr>
<tr>
<td>Total operating revenues</td>
<td>44,292,402</td>
<td>1,348,780</td>
<td>1,957,049</td>
</tr>
<tr>
<td>Operating Expenses</td>
<td>134,405,020</td>
<td>1,304,656</td>
<td>2,023,601</td>
</tr>
<tr>
<td>Salaries and wages</td>
<td>58,892,320</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Employee benefits and taxes</td>
<td>38,809,725</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Scholarships</td>
<td>13,091,802</td>
<td>307,624</td>
<td>-</td>
</tr>
<tr>
<td>Utilities</td>
<td>1,724,329</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Depreciation</td>
<td>4,645,867</td>
<td>-</td>
<td>38,141</td>
</tr>
<tr>
<td>Supplies, services, and general</td>
<td>17,240,977</td>
<td>997,032</td>
<td>497,072</td>
</tr>
<tr>
<td>Food service</td>
<td>-</td>
<td>-</td>
<td>652,967</td>
</tr>
<tr>
<td>Childcare service</td>
<td>-</td>
<td>-</td>
<td>835,421</td>
</tr>
<tr>
<td>Total operating expenses</td>
<td>134,405,020</td>
<td>1,304,656</td>
<td>2,023,601</td>
</tr>
<tr>
<td>Operating income (loss)</td>
<td>(90,112,618)</td>
<td>44,124</td>
<td>(66,552)</td>
</tr>
<tr>
<td>Nonoperating Revenues (Expenses)</td>
<td>65,804,307</td>
<td>-</td>
<td>(16,201)</td>
</tr>
<tr>
<td>State appropriations, unrestricted</td>
<td>30,451,742</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Local appropriations, unrestricted</td>
<td>1,645,567</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Federal and state student financial aid</td>
<td>33,698,561</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Investment income</td>
<td>70,825</td>
<td>-</td>
<td>967</td>
</tr>
<tr>
<td>Miscellaneous revenue</td>
<td>-</td>
<td>-</td>
<td>85,690</td>
</tr>
<tr>
<td>Loss on disposal of capital assets</td>
<td>(29,162)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Interest expense</td>
<td>(33,226)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Program expenses</td>
<td>-</td>
<td>-</td>
<td>(102,858)</td>
</tr>
<tr>
<td>Total nonoperating revenues (expenses)</td>
<td>65,804,307</td>
<td>-</td>
<td>(16,201)</td>
</tr>
<tr>
<td>Income (loss) before transfers</td>
<td>(24,308,311)</td>
<td>44,124</td>
<td>(82,753)</td>
</tr>
<tr>
<td>Transfers in</td>
<td>18,054,317</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>County contributions—retirement incentive</td>
<td>890,757</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total transfers in</td>
<td>18,945,074</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Change in net position</td>
<td>(5,363,237)</td>
<td>44,124</td>
<td>(82,753)</td>
</tr>
<tr>
<td>Net position—beginning</td>
<td>(18,716,070)</td>
<td>4,834,572</td>
<td>2,065,267</td>
</tr>
<tr>
<td>Net position—ending, as restated</td>
<td>$143,750,864</td>
<td>$4,878,696</td>
<td>$1,982,514</td>
</tr>
</tbody>
</table>

The notes to the financial statements are an integral part of this statement.
## Statement of Cash Flows

**Year Ended August 31, 2018**

### CASH FLOWS FROM OPERATING ACTIVITIES

<table>
<thead>
<tr>
<th>Primary Government Business-type Activities</th>
<th>Component Units</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tuition and fees</strong></td>
<td><strong>Foundation</strong></td>
</tr>
<tr>
<td>$35,086,856</td>
<td>$</td>
</tr>
<tr>
<td><strong>Federal grants and contracts</strong></td>
<td>1,605,852</td>
</tr>
<tr>
<td><strong>State grants and contracts</strong></td>
<td>2,248,247</td>
</tr>
<tr>
<td><strong>Local grants</strong></td>
<td>4,116,969</td>
</tr>
<tr>
<td><strong>Other sources</strong></td>
<td>1,982,394</td>
</tr>
<tr>
<td><strong>Food service activity</strong></td>
<td>-</td>
</tr>
<tr>
<td><strong>Other auxiliary service activity</strong></td>
<td>-</td>
</tr>
<tr>
<td><strong>Personal service payments</strong></td>
<td>(60,927,385)</td>
</tr>
<tr>
<td><strong>Payments for fringe benefits</strong></td>
<td>(27,086,924)</td>
</tr>
<tr>
<td><strong>Payments to suppliers</strong></td>
<td>(24,578,789)</td>
</tr>
<tr>
<td><strong>Payments for scholarships</strong></td>
<td>(14,130,354)</td>
</tr>
<tr>
<td><strong>Net cash provided by (used for) operating activities</strong></td>
<td>(81,683,134)</td>
</tr>
</tbody>
</table>

### CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES

<table>
<thead>
<tr>
<th>Component Units</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>State appropriations</strong></td>
</tr>
<tr>
<td><strong>County contributions</strong></td>
</tr>
<tr>
<td><strong>Federal and state student financial aid grants</strong></td>
</tr>
<tr>
<td><strong>Chargeback revenues</strong></td>
</tr>
<tr>
<td><strong>Endowment funds</strong></td>
</tr>
<tr>
<td><strong>Auxiliary other activity</strong></td>
</tr>
<tr>
<td><strong>Net cash provided by noncapital financing activities</strong></td>
</tr>
</tbody>
</table>

### CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

<table>
<thead>
<tr>
<th>Component Units</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Acquisition/funding of capital projects</strong></td>
</tr>
<tr>
<td><strong>Net cash used for capital and related financing activities</strong></td>
</tr>
</tbody>
</table>

### CASH FLOW FROM INVESTING ACTIVITIES

<table>
<thead>
<tr>
<th>Component Units</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Interest, dividends, and realized gains on investments</strong></td>
</tr>
<tr>
<td><strong>Purchases of investments</strong></td>
</tr>
<tr>
<td><strong>Net cash provided by (used for) investing activities</strong></td>
</tr>
<tr>
<td><strong>Net increase (decrease) in cash and cash equivalents</strong></td>
</tr>
<tr>
<td><strong>Cash and cash equivalents—beginning</strong></td>
</tr>
<tr>
<td><strong>Cash and cash equivalents—ending</strong></td>
</tr>
</tbody>
</table>

(continued)
### SUNY ERIE COMMUNITY COLLEGE
(AN EDUCATIONAL INSTITUTION OF THE COUNTY OF ERIE, NEW YORK)
Statement of Cash Flows
Year Ended August 31, 2018

<table>
<thead>
<tr>
<th>Primary Government Business-type Activities</th>
<th>Component Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating income (loss)</td>
<td></td>
</tr>
<tr>
<td>$ (91,168,951)</td>
<td></td>
</tr>
<tr>
<td>Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities:</td>
<td></td>
</tr>
<tr>
<td>Depreciation expense</td>
<td></td>
</tr>
<tr>
<td>3,110,165</td>
<td></td>
</tr>
<tr>
<td>(Increase) in student receivables, net</td>
<td></td>
</tr>
<tr>
<td>(723,540)</td>
<td></td>
</tr>
<tr>
<td>Realized and unrealized (gain) on investments</td>
<td></td>
</tr>
<tr>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Decrease in other receivables, net</td>
<td></td>
</tr>
<tr>
<td>235,730</td>
<td></td>
</tr>
<tr>
<td>(Increase) in inventories</td>
<td></td>
</tr>
<tr>
<td>-</td>
<td></td>
</tr>
<tr>
<td>(Increase) in net pension asset</td>
<td></td>
</tr>
<tr>
<td>(712,420)</td>
<td></td>
</tr>
<tr>
<td>Decrease (increase) in prepaid items</td>
<td></td>
</tr>
<tr>
<td>93,230</td>
<td></td>
</tr>
<tr>
<td>(Increase) in deferred outflows relating to pensions</td>
<td></td>
</tr>
<tr>
<td>(20,948,859)</td>
<td></td>
</tr>
<tr>
<td>(Decrease) increase in accounts payable</td>
<td></td>
</tr>
<tr>
<td>(91,872)</td>
<td></td>
</tr>
<tr>
<td>(Decrease) increase in accrued liabilities</td>
<td></td>
</tr>
<tr>
<td>(246,736)</td>
<td></td>
</tr>
<tr>
<td>(Decrease) in retirement liabilities</td>
<td></td>
</tr>
<tr>
<td>(365,516)</td>
<td></td>
</tr>
<tr>
<td>Increase (decrease) in other liabilities</td>
<td></td>
</tr>
<tr>
<td>770,963</td>
<td></td>
</tr>
<tr>
<td>(Decrease) in unearned revenues</td>
<td></td>
</tr>
<tr>
<td>(27,827)</td>
<td></td>
</tr>
<tr>
<td>Increase in net OPEB obligation</td>
<td></td>
</tr>
<tr>
<td>25,269,861</td>
<td></td>
</tr>
<tr>
<td>Decrease in net pension liability</td>
<td></td>
</tr>
<tr>
<td>(6,440,800)</td>
<td></td>
</tr>
<tr>
<td>Contributions restricted for long-term purposes</td>
<td></td>
</tr>
<tr>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Increase in deferred inflows relating to pensions</td>
<td></td>
</tr>
<tr>
<td>9,563,438</td>
<td></td>
</tr>
<tr>
<td>Total adjustments</td>
<td></td>
</tr>
<tr>
<td>9,485,817</td>
<td></td>
</tr>
<tr>
<td>Net cash provided by (used for) operating activities</td>
<td></td>
</tr>
<tr>
<td>$ (81,683,134)</td>
<td></td>
</tr>
</tbody>
</table>

(continued)

The notes to the financial statements are an integral part of this statement.
Statement of Cash Flows
Year Ended August 31, 2017

<table>
<thead>
<tr>
<th>Component Units</th>
<th>Primary Government</th>
<th>Auxiliary Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business-type Activities</td>
<td>Foundation</td>
<td>Corporation</td>
</tr>
<tr>
<td>CASH FLOWS FROM OPERATING ACTIVITIES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tuition and fees</td>
<td>$34,382,359</td>
<td>-</td>
</tr>
<tr>
<td>Federal grants and contracts</td>
<td>1,488,808</td>
<td>-</td>
</tr>
<tr>
<td>State grants and contracts</td>
<td>5,254,351</td>
<td>-</td>
</tr>
<tr>
<td>Local grants</td>
<td>3,023,437</td>
<td>-</td>
</tr>
<tr>
<td>Other sources</td>
<td>1,147,915</td>
<td>1,099,754</td>
</tr>
<tr>
<td>Food service activity</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other auxiliary service activity</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Personal service payments</td>
<td>(58,933,702)</td>
<td>(649,548)</td>
</tr>
<tr>
<td>Payments for fringe benefits</td>
<td>(28,217,787)</td>
<td>-</td>
</tr>
<tr>
<td>Payments to suppliers, as restated</td>
<td>(20,756,859)</td>
<td>(347,484)</td>
</tr>
<tr>
<td>Payments for scholarships</td>
<td>(13,091,802)</td>
<td>(307,624)</td>
</tr>
<tr>
<td>Net cash provided by (used for) operating activities</td>
<td>(75,703,280)</td>
<td>(204,902)</td>
</tr>
</tbody>
</table>

| CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES | | |
| State appropriations | 42,127,853 | - | - | 42,127,853 |
| County contributions | 18,945,074 | - | - | 18,945,074 |
| Federal and state student financial aid grants | 22,259,865 | - | - | 22,259,865 |
| Chargeback revenues | 1,666,174 | - | - | 1,666,174 |
| Endowment funds | - | 21,976 | - | 21,976 |
| Auxiliary other activity | - | - | (14,437) | (14,437) |
| Net cash provided by (used for) noncapital financing activities | 84,998,966 | 21,976 | (14,437) | 85,006,505 |

| CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES | | |
| Acquisition/funding of capital projects | (7,346,947) | - | - | (7,346,947) |
| Net cash used for capital and related financing activities | (7,346,947) | - | - | (7,346,947) |

| CASH FLOW FROM INVESTING ACTIVITIES | | |
| Interest, dividends, and realized gains on investments | 70,825 | 3,686,451 | 967 | 3,758,243 |
| Purchases of investments | - | (3,825,728) | - | (3,825,728) |
| Net cash provided by (used for) investing activities | 70,825 | (139,277) | 967 | (67,485) |
| Net increase (decrease) in cash and cash equivalents | 2,019,564 | (322,203) | 49,420 | 1,746,781 |
| Cash and cash equivalents—beginning | 36,930,637 | 731,304 | 1,662,369 | 39,324,310 |
| Cash and cash equivalents—ending | $38,950,201 | $409,101 | $1,711,789 | $41,071,091 |

(continued)
Reconciliation of operating income (loss) to net cash provided by (used for) operating activities:

<table>
<thead>
<tr>
<th>Component Units</th>
<th>Foundation</th>
<th>Corporation</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Government</td>
<td>44,124</td>
<td>(66,552)</td>
<td>(204,902)</td>
</tr>
<tr>
<td>Business-type Activities</td>
<td>$90,112,618</td>
<td>$ (66,552)</td>
<td>$75,703,280</td>
</tr>
<tr>
<td>Auxiliary Services</td>
<td>118,611</td>
<td>129,442</td>
<td>(249,026)</td>
</tr>
<tr>
<td>Corporation Total</td>
<td>62,890</td>
<td>129,442</td>
<td>$62,890</td>
</tr>
<tr>
<td>Total</td>
<td>(75,703,280)</td>
<td>(249,026)</td>
<td>14,289,754</td>
</tr>
</tbody>
</table>

The notes to the financial statements are an integral part of this statement.
1. **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The basic financial statements of SUNY Erie Community College (the “College”, “SUNY Erie”) have been prepared in conformity with accounting principles generally accepted in the United States of America as applied to governmental units. The Governmental Accounting Standards Board (“GASB”) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant of the College’s accounting policies are described below.

**Reporting Entity**

SUNY Erie Community College, an educational institution of the County of Erie, New York (the “County”, “Sponsor”), is a locally sponsored, two-year college. The College is supervised by the State University of New York (“SUNY”), and was established for the purpose of providing educational services primarily to the residents of the County. The College is funded primarily through New York State (the “State”), the County, and tuition revenue. The College extends credit to students, which is collateralized by expected financial aid awards.

The College is considered by the County to be part of the County’s primary government. The College’s financial statements are therefore incorporated into the County’s financial statements as a blended component unit. The County reports on a calendar-year basis.

The County is the sponsor of the College, and as such retains title to certain assets used in providing educational opportunities to students. These assets are excluded from the College’s financial statements, and consist primarily of the College’s three physical campuses. Financing for these assets, including long-term debt obligations, is the responsibility of and is provided by the County and the State.

State Education Law prescribes a tri-party funding formula in which the State is to provide up to 40%, students 33.3% and the County sponsor 26.7% of the College’s resources. The State and County’s level of support have historically been at levels lower than that prescribed by State Education Law, while student revenues have exceeded 33.3%. The regulations permit this sponsor funding situation to continue so long as “maintenance of effort” is sustained in that the level of sponsor support does not decline from one year to the next. If sponsor support were to decline, the College would be required to adjust its tuition rates down significantly to meet the 33.3% funding requirement. As of August 31, 2018, the College received an increased level of support from the prior year, thus the “maintenance of effort” was sustained. Sponsor support was increased by 2.7% for the year ended August 31, 2018. The College’s 2017-18 and 2016-17 budgets were adopted by the County Executive and Legislature providing a continued “maintenance of effort”.

The College is part of the SUNY and represents separate funds that are not included in the State’s general fund. The College is a separate entity, although part of a system, which includes all other State institutions of higher education. The accompanying financial statements present all funds under the authority of the College. The basic criterion for inclusion in the accompanying financial statements is the exercise of oversight responsibility derived from the College’s ability to significantly influence operations and accountability for fiscal matters of related entities.
**Discretely Presented Component Units**—The organizations listed below were determined to have met the basic criteria for inclusion in the College reporting entity and are included in the accompanying financial statements as discretely presented component units.

**Auxiliary Services Corporation of Erie Community College, Inc.**—The purpose of the Auxiliary Services Corporation of Erie Community College, Inc. (the “Corporation”), a New York not-for-profit corporation, is to promote and cultivate educational and social relations through the operation of bookstores, on-campus dining services, vending facilities, childcare, and student centers for the convenience of the students, faculty, and staff of the College. The Corporation is funded through sales of merchandise and food, federal and state grants, and other fees.

The Corporation operates under the terms of an agreement with the Board of Trustees of the College. This agreement authorizes the Corporation to engage in the activities described above, and may be terminated by either party on 90 days written notice. As part of this agreement, the Corporation also acts as custodian for certain funds held on behalf of other organizations. The Corporation has rent-free use of certain College premises. It was not practical to determine the fair value of the use of these premises. Separate financial statements can be obtained from the Auxiliary Services Corporation of Erie Community College, Inc., Executive Director, 4041 Southwestern Blvd., Orchard Park, NY 14127.

**Erie Community College Foundation, Inc.**—The Erie Community College Foundation, Inc. (the “Foundation”) is a New York State not-for-profit corporation established to support the College. Its purpose is to raise, receive, and administer all private gifts and program services for the College, its programs, and its students. Separate financial statements can be obtained from the Erie Community College Foundation, Inc., Executive Director, 121 Ellicott Street, Buffalo, NY 14203.

**Measurement Focus and Basis of Accounting**

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as current financial resources or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The activities of the College are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.


**Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position**

**Cash and Cash Equivalents**—The College’s cash and cash equivalents consist of cash on hand, demand deposits, time deposits and short-term, highly liquid investments with original maturities of three months or less from the date of acquisition.

For purposes of the statements of cash flows, the Foundation considers all money market mutual funds and highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.
The Corporation’s cash consists of demand deposits and time deposits maintained at one bank. Cash is held in bank deposit accounts which may at times exceed federally insured limits. At August 31, 2018 and 2017, the Corporation’s bank deposits were either FDIC-insured or collateralized with securities held by the pledging bank’s agent in the Corporation’s name.

**Investments**—The Foundation follows the Not-For-Profit Entities subtopic of the Financial Accounting Standards Board ("FASB") Accounting Standards Codification with respect to investments. Under this subtopic, investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net position.

**Inventories**—The Corporation’s inventory is stated at the lower of cost (first in, first-out) or market, and consists of food and food service supplies.

**Prepaid Items**—Certain payments reflect costs applicable to future accounting periods and are recorded as prepaid items in the financial statements. The cost of prepaid items is recorded as expenses when consumed rather than when purchased.

**Unconditional Promises to Give**—The Foundation’s unconditional promises to give are stated in the statement of net position as other receivables at their estimated realizable value. The Foundation accounts for bad debts using the direct charge-off method, directly expensing promises to give which management deems uncollectible, or realizable at less than full value. The direct charge-off method provides results similar to the reserve method in all material respects.

**Capital Assets**—Capital assets include land improvements, building improvements, equipment, and books that are part of a catalogue library. Capital assets are stated at cost (or estimated historical cost) at the date of acquisition or construction, or fair value at the date of donation in the case of gifts. For the years ended August 31, 2018 and 2017, library collections are depreciated using half year convention; whereas, all other assets are depreciated using the straight-line method over the estimated useful lives of the assets.

Construction in progress is not depreciated. The other capital assets of the College are depreciated using the straight-line method over the following estimated useful lives:

<table>
<thead>
<tr>
<th>Estimated Useful Life (Years)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building improvements 20</td>
</tr>
<tr>
<td>Land improvements 20</td>
</tr>
<tr>
<td>Equipment 3–10</td>
</tr>
<tr>
<td>Library collections 10</td>
</tr>
</tbody>
</table>

**Deferred Outflows/Inflows of Resources**—In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until then. The College has two items that qualify for reporting in this category. The first item is related to pensions and represents the effect of the net change in the College’s proportion of the collective net pension liability (asset), the difference during the measurement period between the College’s contributions and its proportionate share of the total contribution to the pension systems not included in the pension expense, and any contributions to the pension systems made subsequent to the measurement date. The second item represents the effects of the change in the College’s proportion of the collective net OPEB liability and difference during the measurement period between certain of the employer’s contributions and its proportionate share of the total of certain contributions from employers included in the collective net OPEB liability.
In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, \textit{deferred inflows of resources}, represents an acquisition of net position that applies to a future period(s) and so will \textit{not} be recognized as an inflow of resources (revenue) until that time. At August 31, 2018 and 2017, the College has one item that qualifies for reporting in this category. This item represents the effect of the net change in the College’s proportion of the collective net pension liability (asset) and the difference during the measurement periods between the College’s contributions and its proportionate share of total contributions to the pension systems not included in pension expense.

\textbf{Net Position Flow Assumptions}—Sometimes the College will fund outlays for a particular purpose from both restricted (e.g., restricted grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted–net position and unrestricted-net position in the financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the College’s policy to consider restricted-net position to have been depleted before unrestricted-net position is applied.

\textbf{Component Units—Accounting Policies}—The Foundation follows the Not-For-Profit Entities subtopic of the FASB Accounting Standards Codification with respect to financial statement presentation. The Corporation prepares its financial statements in accordance with generally accepted accounting principles in the United States of America (“U.S. GAAP”) for not-for-profit organizations. Under these subtopics, each component unit is required to report information regarding its financial position and activities according to three classes of net position: unrestricted net position, temporarily restricted net position and permanently restricted net position. In addition, the Foundation and the Corporation are required to present a statement of cash flows. The net position of the Foundation and the Corporation are categorized as presented below:

\textit{Unrestricted}—These represent resources of the Foundation and the Corporation which have no legal or contractual obligation and are available for general use. Included within unrestricted net position is the Corporation’s Board of Trustees designated portion of unrestricted net position to be utilized for childcare services.

\textit{Temporarily Restricted}—This includes resources in which the Foundation is legally or contractually obligated to spend in accordance with restrictions imposed by external third parties. The Foundation’s temporarily restricted net position is for scholarships and specific program support.

\textit{Permanently Restricted}—This includes resources which donors or other outside sources have stipulated, as a condition of the gift instrument, the principal is to be maintained inviolate and in perpetuity, and invested for the purpose of producing present and future income. The Foundation’s permanently restricted net position consists of scholarships and awards.

\textbf{Revenues and Expenses}

\textbf{Classification of Revenues}—The College has classified its revenues as either operating or nonoperating revenues according to the following criteria:

\textit{Operating Revenues}—Operating revenues include activities that have the characteristics of exchange transactions, such as (1) student tuition and fees, less scholarship allowances, (2) most federal, state, local, and non-governmental grants and contracts, (3) federal appropriations, and (4) sales and services of educational activities.

\textit{Nonoperating Revenues}—Nonoperating revenues include activities that have the characteristics of nonexchange transactions, such as gifts and contributions, and other revenues that are defined as nonoperating revenues by GASB, such as unrestricted state and local appropriations, federal and state student financial aid, investment income, miscellaneous revenue and loss on capital assets.
Nonoperating Activities—The Corporation includes miscellaneous revenue and program expenses, classified as non-operating activities in the statements of activities, as operating activities in the statement of cash flows. These receipts and disbursements, including donations and payments to the College, of the Corporation are not considered to be guaranteed annual recurring transactions and, therefore, are classified as non-operating activities in the statements of activities; however, the nature of these items under the classifications provided in the statements of cash flows has been considered as operating activities.

Unearned Revenue—Certain revenues have not met the revenue recognition criteria for financial reporting purposes. At August 31, 2018, the College reported $8,087,861 of unearned revenues. The College received cash in advance relating to grants, and tuition and fees applicable to the upcoming fall term but has not performed the services, and therefore recognizes a liability. Additionally, the Corporation reported $15,000 of unearned revenues related to advanced payments for sponsorships and bookstore sales.

Income Taxes—The College and its component units are exempt from income taxes, except for unrelated business income, under federal and state income tax laws and regulations of the Internal Revenue Service.

Scholarship Allowances—Student tuition and fee revenues, and certain other revenues from students, are reported on the Statements of Revenues, Expenses, and Changes in Net Position, which are reduced by scholarship allowances. Scholarship allowances are the difference between the stated charge for goods and services provided by the College, and the amount that is paid by students and/or third parties making payments on the student’s behalf.

Government Grants and Contracts—Government grants and contracts normally provide for the recovery of direct and indirect costs. The College recognizes revenue associated with direct costs as the related costs are incurred. Recovery of related indirect costs is generally recorded at fixed rates negotiated for the applicable period.

Compensated Absences—The College accounts for compensated absences in accordance with the provisions of GASB, which requires entities to accrue for employees’ rights to receive compensation for vacation leave, or payments in lieu of accrued vacation or sick leave, as such benefits are earned and payment becomes probable.

Pensions—The College is mandated by New York State law to participate in the New York State Teachers’ Retirement System (“TRS”) and the New York State Local Employees’ Retirement System (“ERS”). For purposes of measuring the net pension liability (asset), deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the defined benefit pension plans, and changes thereof, have been determined on the same basis as they are reported by the respective defined benefit pension plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value. More information regarding pensions is included in Note 10.

Other Postemployment Benefits—In addition to providing pension benefits, the College provides health insurance coverage for certain retired employees as discussed in Note 11.

Contributions—The Foundation follows the Not-For-Profit Entities subtopic and Revenue Recognition subtopic of the FASB Accounting Standards Codification with respect to contributions. In accordance with these subtopics, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions.
Other

Use of Estimates—The preparation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Adoption of New Accounting Pronouncements—During the year ended August 31, 2018, the College implemented GASB Statements No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions; No. 81, Irrevocable Split-Interest Agreements; and No. 82, Pension Issues; an amendment of GASB Statements No. 67, No. 68, and No. 73; No. 85, Omnibus 2017; and No. 86, Certain Debt Extinguishment Issues. GASB Statement No. 75 improves accounting and financial reporting by state and local governments for postemployment benefits other than pensions (other postemployment benefits or OPEB). GASB Statement No. 81 improves accounting and financial reporting for irrevocable split-interest agreements by providing recognition and measurement guidance for situations in which a government is a beneficiary of the agreement. GASB Statement No. 82 addresses certain issues that have been raised with respect to Statements No. 67, Financial Reporting for Pension Plans, No. 68, Accounting and Financial Reporting for Pensions, and No. 73, Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68. GASB Statement No. 85 addresses practice issues that have been identified during implementation and application of certain GASB statements. GASB Statement No. 86 improves consistency in accounting and financial reporting for in-substance defeasance of debt by providing guidance for transactions in which cash and other monetary assets acquired with only existing resources—resources other than the proceeds of refunding debt—are placed in an irrevocable trust for the sole purpose of extinguishing debt. This Statement also improves accounting and financial reporting for prepaid insurance on debt that is extinguished and notes to financial statements for debt that is defeased in substance. Other than the matter discussed in Note 2, GASB Statements No. 75, 81, 82, 85, and 86 did not have a material impact on the College’s financial position or results from operations.

Future Impacts of Accounting Pronouncements—The College has not completed the process of evaluating the impact that will result from adopting GASB Statements No. 83, Certain Asset Retirement Obligations, and No. 88, Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements, effective for the year ending August 31, 2019; No. 84, Fiduciary Activities, and No. 90, Majority Equity Interests—an amendment of GASB Statements No. 14 and No. 61, effective for the year ending August 31, 2020; and No. 87, Leases, and No. 89, Accounting for Interest Cost Incurred before the End of a Construction Period, effective for the year ending August 31, 2021. The College is, therefore, unable to disclose the impact that adopting GASB Statements No. 83, 84, 87, 88, 89, and 90 will have on its financial position and results of operations when such statements are adopted.
2. **RESTATEMENT OF NET POSITION**

During the year ended August 31, 2018, the College implemented GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. The implementation of GASB Statement No. 75 requires the College’s net OPEB liability to be measured as the portion of the present value of projected benefit payments to be provided to current active and inactive employees that is attributed to those employees’ past periods of service (total OPEB liability), less the amount of the OPEB plan’s fiduciary net position. As a result, the College’s OPEB liability was restated from $83,613,934 to $203,285,491 at August 31, 2017. Net position at August 31, 2017 has been restated.

The College’s net position as of August 31, 2017 has been restated as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>2017 Restated Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net position—August 31, 2017, as previously stated</td>
<td>$ (24,079,307)</td>
</tr>
<tr>
<td>GASB Statement No. 75 implementation:</td>
<td></td>
</tr>
<tr>
<td>OPEB liability</td>
<td>(119,671,557)</td>
</tr>
<tr>
<td>Net position—August 31, 2017, as restated</td>
<td>$ (143,750,864)</td>
</tr>
</tbody>
</table>

3. **BASIC STATE AID**

Operating revenues received from the State University of New York are regulated by a financing formula contained in the State University of New York regulations. Under the formula, the amount of basic state aid is limited to the lower of 40% of the College’s net allowable expenditures or an established rate per full-time equivalent student (“FTE”). The FTE rate was $2,747 and $2,697 for the years ended August 31, 2018 and 2017, respectively.

4. **CASH AND CASH EQUIVALENTS**

The College’s available cash is deposited and invested in accordance with the State General Municipal Law (Article 2, Section 11), which governs the College’s investment policies. Additionally, the College has its own written investment policy. College monies must be deposited in FDIC-insured commercial banks or trust companies located within the State. The College is authorized to use demand accounts and time deposits (including certificates of deposit). Permissible investments include obligations of the U.S. Treasury and U.S. Agencies, repurchase agreements, and obligations of New York State or its localities.

Collateral is required for demand deposit accounts, time deposit accounts and certificates of deposit at 100% of all deposits not covered by federal deposit insurance. The College has entered into custodial agreements with the various banks which hold their deposits. These agreements authorize the obligation that may be pledged as collateral. Obligations that may be pledged as collateral are outlined in Chapter 623 of the laws of the State of New York.

Cash and cash equivalents of the College at August 31, 2018 and 2017 are shown below.

<table>
<thead>
<tr>
<th>Description</th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petty cash (uncollateralized)</td>
<td>$ 2,002</td>
<td>$ 2,249</td>
</tr>
<tr>
<td>Deposits</td>
<td>38,773,801</td>
<td>38,947,952</td>
</tr>
<tr>
<td>Total</td>
<td>$ 38,775,803</td>
<td>$ 38,950,201</td>
</tr>
</tbody>
</table>
Deposits—All deposits are carried at fair value and are classified by custodial credit risk at August 31, 2018 and 2017 as follows:

<table>
<thead>
<tr>
<th>Deposits at August 31, 2018:</th>
<th>Bank Balance</th>
<th>Carrying Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insured—FDIC</td>
<td>$ 760,002</td>
<td>$ 231,650</td>
</tr>
<tr>
<td>Uninsured:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Collateral held by pledging bank’s agent in the College’s name</td>
<td>$39,087,864</td>
<td>$38,542,153</td>
</tr>
<tr>
<td>Total</td>
<td>$39,847,866</td>
<td>$38,773,803</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Deposits at August 31, 2017:</th>
<th>Bank Balance</th>
<th>Carrying Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insured—FDIC</td>
<td>$ 760,000</td>
<td>$ 540,807</td>
</tr>
<tr>
<td>Uninsured:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Collateral held by pledging bank’s agent in the College’s name</td>
<td>$38,657,052</td>
<td>$38,407,145</td>
</tr>
<tr>
<td>Total</td>
<td>$39,417,052</td>
<td>$38,947,952</td>
</tr>
</tbody>
</table>

Custodial Credit Risk—Deposits—Custodial credit risk is the risk that in the event of a bank failure, the College’s deposits may not be returned to it. As noted above, by State statute all deposits in excess of FDIC insurance coverage must be collateralized. At August 31, 2018 and 2017, the College’s deposits were either FDIC insured or collateralized with securities held by the pledging bank’s agent in the College’s name.

Interest Rate Risk—In accordance with its investment policy, the College manages exposures by limiting investments to low risk type investments governed by New York State statutes.

5. INVESTMENTS

Erie Community College Foundation, Inc.

The portfolio of investments is carried at their fair market value. For donated investments, cost is determined to be fair market value at the date of gift. The Fair Value Measurements and Disclosures subtopic of the FASB Accounting Standards Codification establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three levels: Level 1 – unadjusted quoted prices in active markets for identical assets and have highest priority; Level 2 – observable inputs other than quoted prices for identical assets; and Level 3 – lowest priority of inputs, used only when Level 1 or Level 2 inputs were not available.

Fair market values and net unrealized gains and losses pertaining to the investment portfolio as of August 31, 2018 and 2017 are shown on the following page.
6. RECEIVABLES

Receivables at August 31, 2018 and 2017 include student receivables, amounts due from the County and other receivables as follows:

<table>
<thead>
<tr>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receivable</td>
<td>Allowance</td>
</tr>
<tr>
<td>Student receivables</td>
<td>$11,111,371</td>
</tr>
<tr>
<td>Due from Erie County</td>
<td>45,586</td>
</tr>
<tr>
<td>Due from other counties</td>
<td>147,572</td>
</tr>
<tr>
<td>Due from federal government</td>
<td>129,268</td>
</tr>
<tr>
<td>Due from New York State</td>
<td>859,852</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>302,632</td>
</tr>
<tr>
<td>Total other receivables</td>
<td>$1,340,693</td>
</tr>
</tbody>
</table>

Erie Community College Foundation, Inc.

Other receivables for the Foundation include unconditional promises to give and accounts receivable for special events at August 31, 2018 and 2017 as follows:

<table>
<thead>
<tr>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receivable in less than one year</td>
<td>$80,967</td>
</tr>
<tr>
<td>Receivable in one to five years</td>
<td>81,967</td>
</tr>
<tr>
<td>Total unconditional promises to give</td>
<td></td>
</tr>
<tr>
<td>Less discounts to net present value</td>
<td>(13)</td>
</tr>
<tr>
<td>Net unconditional promises to give</td>
<td>81,954</td>
</tr>
<tr>
<td>Special events</td>
<td>1,000</td>
</tr>
<tr>
<td>Total other receivables</td>
<td>82,364</td>
</tr>
</tbody>
</table>

Auxiliary Services Corporation of Erie Community College, Inc.

Accounts receivable consisted of the following components at August 31, 2018 and 2017:

<table>
<thead>
<tr>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade receivables</td>
<td>$83,912</td>
</tr>
<tr>
<td>$85,704</td>
<td></td>
</tr>
</tbody>
</table>
7. INVENTORIES

Auxiliary Services Corporation of Erie Community College, Inc.

Inventory consisted of the following components at August 31, 2018 and 2017:

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food</td>
<td>$28,303</td>
<td>$29,289</td>
</tr>
<tr>
<td>Food service supplies</td>
<td>6,159</td>
<td>4,874</td>
</tr>
<tr>
<td>Total</td>
<td>$34,462</td>
<td>$34,163</td>
</tr>
</tbody>
</table>

8. CAPITAL ASSETS

Capital asset activity for the College for the years ended August 31, 2018 and 2017 was as follows:

<table>
<thead>
<tr>
<th></th>
<th>Balance 9/1/2017</th>
<th>Increases</th>
<th>Decreases</th>
<th>Balance 8/31/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital assets, not being depreciated:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction in progress</td>
<td>$1,430,515</td>
<td>$459,354</td>
<td>$1,524,985</td>
<td>$364,884</td>
</tr>
<tr>
<td>Total capital assets, not being depreciated</td>
<td>$1,430,515</td>
<td>$459,354</td>
<td>$1,524,985</td>
<td>$364,884</td>
</tr>
<tr>
<td>Capital assets, being depreciated:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building improvements</td>
<td>37,643,895</td>
<td>1,418,913</td>
<td>4,083,791</td>
<td>34,979,017</td>
</tr>
<tr>
<td>Land improvements</td>
<td>63,754</td>
<td>-</td>
<td>-</td>
<td>63,754</td>
</tr>
<tr>
<td>Equipment</td>
<td>26,758,512</td>
<td>1,354,642</td>
<td>8,099,707</td>
<td>20,013,447</td>
</tr>
<tr>
<td>Library collections</td>
<td>2,242,415</td>
<td>213,467</td>
<td>260,436</td>
<td>2,195,446</td>
</tr>
<tr>
<td>Total capital assets, being depreciated</td>
<td>66,708,576</td>
<td>2,987,022</td>
<td>12,443,934</td>
<td>57,251,664</td>
</tr>
</tbody>
</table>

Less accumulated depreciation for:

|                              |                  |           |           |                   |
| Building improvements        | 7,859,066        | 1,713,478 | 1,014,726 | 8,557,818         |
| Land improvements            | 39,848           | 3,188     | -         | 43,036            |
| Equipment                    | 21,574,771       | 1,184,628 | 7,192,501 | 15,566,898        |
| Library collections          | 1,145,714        | 208,871   | 247,415   | 1,107,170         |
| Total accumulated depreciation| 30,619,399       | 3,110,165 | 8,454,642 | 25,274,922        |

Total capital assets, being depreciated, net | 36,089,177       | (123,143) | 3,989,292 | 31,976,742        |

Total capital assets, net | $37,519,692      | $336,211  | $5,514,277| $32,341,626       |

During the year ended August 31, 2018, the College changed its capitalization policy; whereas the capitalization thresholds for building improvements and equipment increased from $5,000 and $1,500 to $100,000 and $5,000, respectively. The net effect of this change in policy was a net reduction of net capital assets, and was reported as a nonoperating expense within loss on capital assets during the year ended August 31, 2018.
### Capital assets, not being depreciated:

<table>
<thead>
<tr>
<th>Description</th>
<th>9/1/2016</th>
<th>Increases</th>
<th>Decreases</th>
<th>8/31/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction in progress</td>
<td>$3,448,387</td>
<td>$3,479,209</td>
<td>$5,497,081</td>
<td>$1,430,515</td>
</tr>
<tr>
<td>Total capital assets, not being depreciated</td>
<td>3,448,387</td>
<td>3,479,209</td>
<td>5,497,081</td>
<td>1,430,515</td>
</tr>
</tbody>
</table>

### Capital assets, being depreciated:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Building improvements</td>
<td>32,149,793</td>
<td>5,494,102</td>
<td>-</td>
<td>37,643,895</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land improvements</td>
<td>63,754</td>
<td>-</td>
<td>-</td>
<td>63,754</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td>24,837,076</td>
<td>2,176,424</td>
<td>254,988</td>
<td>26,758,512</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Library collections</td>
<td>2,270,835</td>
<td>217,473</td>
<td>245,893</td>
<td>2,242,415</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total capital assets, being depreciated</td>
<td>59,321,458</td>
<td>7,887,999</td>
<td>500,881</td>
<td>66,708,576</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Building improvements</td>
<td>6,114,224</td>
<td>1,744,842</td>
<td>-</td>
<td>7,859,066</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land improvements</td>
<td>36,660</td>
<td>3,188</td>
<td>-</td>
<td>39,848</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td>19,128,424</td>
<td>2,684,469</td>
<td>238,122</td>
<td>21,574,771</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Library collections</td>
<td>1,165,943</td>
<td>213,368</td>
<td>233,597</td>
<td>1,145,714</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total accumulated depreciation</td>
<td>26,445,251</td>
<td>4,645,867</td>
<td>471,719</td>
<td>30,619,399</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total capital assets, being depreciated, net</td>
<td>32,876,207</td>
<td>3,242,132</td>
<td>29,162</td>
<td>36,089,177</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total capital assets, net: $36,324,594 $6,721,341 $5,526,243 $37,519,692

The College does not have title to or ownership of certain capital assets (e.g., buildings and infrastructure) or liability for certain indebtedness; these are direct assets and obligations of the County and are reported within the County’s financial statements.

**Auxiliary Services Corporation of Erie Community College, Inc.**

The Corporation’s capital assets as of August 31, 2018 and 2017 consist of the following:

<table>
<thead>
<tr>
<th>Description</th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment</td>
<td>$325,522</td>
<td>$213,060</td>
</tr>
<tr>
<td>Facility improvements</td>
<td>689,437</td>
<td>624,354</td>
</tr>
<tr>
<td>Vehicles</td>
<td>18,782</td>
<td>18,782</td>
</tr>
<tr>
<td>Total capital assets</td>
<td>1,033,741</td>
<td>856,196</td>
</tr>
<tr>
<td>Less accumulated depreciation</td>
<td>(624,455)</td>
<td>(586,314)</td>
</tr>
<tr>
<td>Total capital assets (net)</td>
<td>$409,286</td>
<td>$269,882</td>
</tr>
</tbody>
</table>

- 33 -
9. ACCRUED LIABILITIES

Accrued liabilities reported by the primary government of the College at August 31, 2018 and 2017 were as follows:

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and benefits</td>
<td>$1,658,058</td>
<td>$2,099,283</td>
</tr>
<tr>
<td>Health insurance—terminal liability</td>
<td>920,073</td>
<td>996,155</td>
</tr>
<tr>
<td>Grants</td>
<td>-</td>
<td>$89,120</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$2,578,131</strong></td>
<td><strong>$3,184,558</strong></td>
</tr>
</tbody>
</table>

* Portions included as noncurrent liabilities, see Note 14 for additional information.

10. PENSION OBLIGATIONS

The College participates in the New York State Teacher’s Retirement System (“TRS”), the New York State and Local Employees’ Retirement System (“ERS”), and the Teachers’ Insurance and Annuity Association – College Retirement Equities Fund (“TIAA/CREF”). The TRS and ERS (the “Systems”) are cost-sharing multiple-employer public employee retirement systems which compute contribution requirements based on the New York State Retirement and Local Security Law (“NYSRSSL”). TIAA/CREF is a multiple-employer, defined contribution plan administered by separate boards of trustees. Substantially all College full-time employees participate in the plans.

**Defined Benefit Plans**

**Plan Descriptions and Benefits Provided**

**Teachers’ Retirement System**—TRS provides retirement benefits as well as death and disability benefits to plan members and beneficiaries as authorized by the Education Law and the NYSRSSL. TRS is governed by a 10 member Board of Trustees. TRS benefits are established under New York State Law. Membership is mandatory and automatic for all full-time teachers, teaching assistants, guidance counselors and administrators employed in New York Public Schools and BOCES who elected to participate in TRS. Once a public employer elects to participate in TRS, the election is irrevocable. The New York State Constitution provides that pension membership is a contractual relationship and plan benefits cannot be diminished or impaired. Benefits can be changed for future members only by enactment of a State statute. Additional information regarding TRS may be obtained by writing to the New York State Teachers’ Retirement System, 10 Corporate Woods Drive, Albany, NY 12211-2395 or by referring to the NYSTRS Comprehensive Annual Financial report which can be found on TRS’ website at www.nystrs.org.

**Employees’ Retirement System**—ERS provides retirement benefits as well as death and disability benefits. The net position of ERS is held in the New York State Common Retirement Fund (the “Fund”), which was established to hold all net assets and record changes in plan net position allocated to ERS. The Comptroller of the State of New York serves as the trustee of the Fund and is the administrative head of ERS. System benefits are established under the provisions of the NYSRSSL. Once a public employer elects to participate in ERS, the election is irrevocable. The New York State Constitution provides that pension membership is a contractual relationship and plan benefits cannot be diminished or impaired. Benefits can be changed for future members only by enactment of a State statute. The College also participates in the Public Employees’ Group Life Insurance Plan (“GLIP”), which provides death benefits in the form of life insurance. ERS is included in the State’s financial report as a pension trust fund. That report, including information with regard to benefits provided, may be found at www.osc.state.ny.us/retire/publications/index.php, or obtained by writing to the New York State and Local Retirement System, 110 State Street, Albany, NY 12244.
The Systems are noncontributory except for employees who joined after July 27, 1976, who contribute three percent (3%) of their salary for the first ten years of membership, and employees who joined on or after January 10, 2010 who generally contribute three percent (3.0%) to three and one half percent (3.5%) of their salary for their entire length of service. In addition, employee contribution rates under ERS Tier VI vary based on a sliding salary scale. For TRS, contribution rates are established annually by the New York State Teachers’ Retirement Board pursuant to Article 11 of the Education Law. For ERS, the Comptroller annually certifies the actuarially determined rates expressly used in computing the employers’ contributions based on salaries paid during the Systems’ fiscal year ending March 31.

Pension Liabilities/(Assets), Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions—At August 31, 2018, the College reported the following liability/(asset) for its proportionate share of the net pension liability/(asset) for each of the Systems. The net pension liability/(asset) was measured as of June 30, 2017 for TRS and March 31, 2018 for ERS. The total pension liability/(asset) used to calculate the net pension liability/(asset) was determined by actuarial valuations as of June 30, 2016 and April 1, 2017, respectively, with update procedures used to roll forward the total pension liability/(asset) to the measurement dates. The College’s proportion of the net pension liability/(asset) was based on a projection of the College’s long-term share of contributions to the Systems relative to the projected contributions of all participating members, actuarially determined. For TRS, this information was provided by the TRS in a report to the College. For ERS, the College is under the County’s plan. The County determined a percentage to the College for the allocation of the County’s proportion of the net pension liability.

<table>
<thead>
<tr>
<th>Measurement date</th>
<th>TRS</th>
<th>ERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 30, 2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net pension liability/(asset)</td>
<td>$ (712,420)</td>
<td>$ 2,895,394</td>
</tr>
<tr>
<td>College's portion of the Plan's total</td>
<td>0.093727%</td>
<td>0.089712%</td>
</tr>
</tbody>
</table>

For the year ended August 31, 2018, the College recognized pension expenses of $1,809,438 for the TRS and $3,331,903 for the ERS. At August 31, 2018, the College reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

<table>
<thead>
<tr>
<th>Deferred Outflows of Resources</th>
<th>TRS</th>
<th>ERS</th>
<th>Deferred Inflows of Resources</th>
<th>TRS</th>
<th>ERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Differences between expected and actual experiences</td>
<td>$ 586,146</td>
<td>$ 1,032,693</td>
<td>$ 277,764</td>
<td>$ 853,379</td>
<td></td>
</tr>
<tr>
<td>Changes of assumptions</td>
<td>7,249,010</td>
<td>1,919,885</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Net difference between projected and actual earnings on pension plan investments</td>
<td>-</td>
<td>4,205,330</td>
<td>1,677,955</td>
<td>8,300,899</td>
<td></td>
</tr>
<tr>
<td>Changes in proportion and differences between the College's contributions and proportionate share of contributions</td>
<td>250,017</td>
<td>102,652</td>
<td>137,518</td>
<td>495,391</td>
<td></td>
</tr>
<tr>
<td>College contributions subsequent to the measurement date</td>
<td>1,250,016</td>
<td>1,363,199</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$ 9,335,189</td>
<td>$ 8,623,759</td>
<td>$ 2,093,237</td>
<td>$ 9,649,669</td>
<td></td>
</tr>
</tbody>
</table>
College contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability/(asset) in the year ending August 31, 2019. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<table>
<thead>
<tr>
<th>Year Ending August 31,</th>
<th>TRS</th>
<th>ERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>$183,192</td>
<td>$451,337</td>
</tr>
<tr>
<td>2020</td>
<td>1,936,195</td>
<td>346,146</td>
</tr>
<tr>
<td>2021</td>
<td>1,390,785</td>
<td>(2,176,668)</td>
</tr>
<tr>
<td>2022</td>
<td>359,041</td>
<td>(1,009,924)</td>
</tr>
<tr>
<td>2023</td>
<td>1,386,792</td>
<td>-</td>
</tr>
<tr>
<td>Thereafter</td>
<td>735,931</td>
<td>-</td>
</tr>
</tbody>
</table>

**Actuarial Assumptions**—The total pension liability as of the measurement dates were determined by using an actuarial valuation as noted in the table below, with update procedures used to roll forward the total pension liability/(asset) to the measurement date. The actuarial valuations used the following actuarial assumptions:

<table>
<thead>
<tr>
<th></th>
<th>TRS</th>
<th>ERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Measurement date</td>
<td>June 30, 2017</td>
<td>March 31, 2018</td>
</tr>
<tr>
<td>Actuarial valuation date</td>
<td>June 30, 2016</td>
<td>April 1, 2017</td>
</tr>
<tr>
<td>Interest rate</td>
<td>7.50%</td>
<td>7.00%</td>
</tr>
<tr>
<td>Salary scale</td>
<td>1.90%-4.72%</td>
<td>3.80%</td>
</tr>
<tr>
<td>Decrement tables</td>
<td>July 1, 2009-</td>
<td>April 1, 2010-</td>
</tr>
<tr>
<td></td>
<td>June 30, 2014</td>
<td>March 31, 2015</td>
</tr>
<tr>
<td>Inflation rate</td>
<td>2.5%</td>
<td>2.5%</td>
</tr>
</tbody>
</table>

For TRS, annuitant mortality rates are based on July 1, 2009 – June 30, 2014 System experience with adjustments for mortality improvements based on the Society of Actuaries Scale MP2014, applied on a generational basis. For ERS, annuitant mortality rates are based on April 1, 2010 – March 31, 2015 System’s experience with adjustments for mortality improvements based on the Society of Actuaries’ Scale MP-2014.

For TRS, the actuarial assumptions used in the June 30, 2016 valuation are based on the results of an actuarial experience study for the period July 1, 2009 – June 30, 2014. For ERS, the actuarial assumptions used in the April 1, 2017 valuation are based on the results of an actuarial experience study for the period April 1, 2010 – March 31, 2015.

The long-term rate of return on pension plan investments was determined using a building block method in which the best estimate ranges of expected future real rates of return (expected returns net of investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by each the target asset allocation percentage and by adding expected inflation. Best estimates of the arithmetic real rates of return for each major asset class included in the target asset allocation are summarized on the following page.
### Measurement date

<table>
<thead>
<tr>
<th>Asset class</th>
<th>Target Allocation</th>
<th>Long-Term Expected Real Rate of Return</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>TRS</td>
<td>ERS</td>
</tr>
<tr>
<td>Domestic equities</td>
<td>35.0 %</td>
<td>36.0 %</td>
</tr>
<tr>
<td>International equities</td>
<td>18.0</td>
<td>14.0</td>
</tr>
<tr>
<td>Private equity</td>
<td>8.0</td>
<td>10.0</td>
</tr>
<tr>
<td>Real estate</td>
<td>11.0</td>
<td>10.0</td>
</tr>
<tr>
<td>Absolute return strategies</td>
<td>0.0</td>
<td>2.0</td>
</tr>
<tr>
<td>Domestic fixed income securities</td>
<td>16.0</td>
<td>0.0</td>
</tr>
<tr>
<td>Global fixed income securities</td>
<td>2.0</td>
<td>0.0</td>
</tr>
<tr>
<td>High-yield fixed income securities</td>
<td>1.0</td>
<td>0.0</td>
</tr>
<tr>
<td>Opportunistic portfolio</td>
<td>0.0</td>
<td>3.0</td>
</tr>
<tr>
<td>Real assets</td>
<td>0.0</td>
<td>3.0</td>
</tr>
<tr>
<td>Bonds and mortgages</td>
<td>8.0</td>
<td>17.0</td>
</tr>
<tr>
<td>Short-term</td>
<td>1.0</td>
<td>1.0</td>
</tr>
<tr>
<td>Inflation-indexed bonds</td>
<td>0.0</td>
<td>4.0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100.0 %</strong></td>
<td><strong>100.0 %</strong></td>
</tr>
</tbody>
</table>

### Discount Rate

The discount rate used to calculate the total pension liability/(asset) was 7.25% for TRS and 7.0% for ERS. The projection of cash flows used to determine the discount rate assumes that the contributions from plan members will be made at the current contribution rates and that contributions from employers will be made at statutorily required rates, actuarially. Based upon the assumptions, the Systems’ fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability/(asset).

### Sensitivity of the Proportionate Share of the Net Pension Liability/(Asset) to the Discount Rate Assumption

The chart below presents the College’s proportionate share of the net pension liability/(asset) calculated using the discount rate of 7.25% for TRS and 7.0% for ERS, as well as what the College’s proportionate share of the net pension liability/(asset) would be if it were calculated using a discount rate that is one percentage-point lower (6.25% for TRS and 6.0% for ERS) or one percentage-point higher (8.25% for TRS and 8.0% for ERS) than the current assumption.

<table>
<thead>
<tr>
<th></th>
<th>1% Decrease</th>
<th>Current Assumption</th>
<th>1% Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TRS</strong></td>
<td>(6.25%)</td>
<td>(7.25%)</td>
<td>(8.25%)</td>
</tr>
<tr>
<td>Employer's proportionate share of the net pension liability/(asset)</td>
<td><strong>$ 12,272,883</strong></td>
<td><strong>$ 712,420</strong></td>
<td><strong>$ (11,586,966)</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>1% Decrease</th>
<th>Current Assumption</th>
<th>1% Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ERS</strong></td>
<td>(6.0%)</td>
<td>(7.0%)</td>
<td>(8.0%)</td>
</tr>
<tr>
<td>Employer's proportionate share of the net pension liability/(asset)</td>
<td><strong>$ 21,907,329</strong></td>
<td><strong>$ 2,895,394</strong></td>
<td><strong>$ (13,187,943)</strong></td>
</tr>
</tbody>
</table>
**Pension Plan Fiduciary Net Position**—The components of the current-year net pension liability/(asset) of the employers as of the respective valuation dates, were as follows:

<table>
<thead>
<tr>
<th></th>
<th>TRS</th>
<th>ERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Valuation date</td>
<td>June 30, 2016</td>
<td>April 1, 2017</td>
</tr>
<tr>
<td>Employers' total pension liability</td>
<td>$114,708,261</td>
<td>$183,400,590</td>
</tr>
<tr>
<td>Plan fiduciary net position</td>
<td>115,468,360</td>
<td>180,173,145</td>
</tr>
<tr>
<td>Employers' net pension liability/(asset)</td>
<td>$(760,099)</td>
<td>$3,227,445</td>
</tr>
</tbody>
</table>

System fiduciary net position as a percentage of total pension liability/(asset) 100.7% 98.2%

**Payables to the Pension Plan**—For TRS, employer and employee contributions for the fiscal year ended August 31, 2018 are paid to the System in September, October and November 2018. Accrued retirement contributions as of August 31, 2018 represent employee and employer contributions for the fiscal year ended August 31, 2018 based on paid TRS wages multiplied by the employer’s contribution rate, by tier, and employee contributions for the fiscal year as reported to the TRS System. Accrued retirement contributions as of August 31, 2018 amounted to $1,313,772.

For ERS, employer contributions are paid annually based on the System’s fiscal year which ends of March 31st. Accrued retirement contributions as of August 31, 2018 represent the projected employer contribution for the period of April 1, 2018 through August 31, 2018 based on paid ERS wages multiplied by the employer’s contribution rate, by tier. Accrued retirement contributions as of August 31, 2018 amounted to $1,948,552.

**Defined Contribution Plan**

**Teachers’ Insurance and Annuity Association – College Retirement Equities Fund**

**Plan Description**—TIAA/CREF is a college Optional Retirement Program (“ORP”) and offers benefits through annuity contracts. The TIAA/CREF issues a publicly available financial report that contains financial statements and required supplementary information for the System. The Report may be obtained by writing to the Teachers’ Insurance and Annuity Association – College Retirement Equities Fund, 730 Third Avenue, New York, New York, 10017.

**Funding Policy**—TIAA/CREF provides benefits through annuity contracts and provides retirement and death benefits to those employees who elected to participate in the ORP. Benefits are determined by the amount of individual accumulations and the retirement income option selected. All benefits generally vest after the completion of one year of service if the employee is retained thereafter. TIAA/CREF is contributory for employees who joined after July 27, 1976, who contribute 3 percent (3.0%) of their salary. For employees enrolled after July 27, 1992, the College contributes 8 percent (8.0%) of salary for the first seven years of employment and 10 percent (10.0%) of salary thereafter. For employees enrolled between July 27, 1976 and July 17, 1992, the College contributes 9 percent (9.0%) of the first $16,500 in salary and 12 percent (12.0%) thereafter. Those joining after April 1, 2013 contribute a percentage ranging from 3 percent (3.0%) to 6 percent (6.0%), based on salary for their entire length of service. Employee contributions are deducted from their salaries and remitted on a current basis to TIAA/CREF.
The College’s contributions to TIAA/CREF for the most recent three fiscal years are as follows:

<table>
<thead>
<tr>
<th>Year Ended August 31</th>
<th>Employer Contributions</th>
<th>Employee Contributions</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$1,845,073</td>
<td>$107,882</td>
</tr>
<tr>
<td>2017</td>
<td>1,896,246</td>
<td>104,609</td>
</tr>
<tr>
<td>2016</td>
<td>2,213,313</td>
<td>85,966</td>
</tr>
</tbody>
</table>

The College’s contribution made to the TIAA/CREF was equal to 100 percent of the contributions required for each year.

**Payables to the Defined Contribution Plan**—TIAA/CREF payments are paid each pay period, therefore resulting in an amount due at August 31, 2018. The balance within the account is likely to fluctuate each period as the amount owed is based on the value of the employee’s contributions. Accrued retirement contributions as of August 31, 2018 amounted to $92,598.

**Auxiliary Services Corporation of Erie Community College, Inc.**

The Corporation participates in a Section 403(b) plan that covers substantially all of its full-time employees. Contributions made to the plan take the form of bonuses that the employee elects to contribute to a tax-sheltered annuity or custodial account which is maintained through an independent pension provider. This plan is available for the benefit of all full-time employees of the Corporation who have completed one year of service to the organization.

In accordance with the plan agreement, the organization makes contributions to the plan, which is determined based on a percentage of the participating employee’s salary and the years of service with the organization. The organization’s contributions were $13,193 and $13,623 for the years ended August 31, 2018 and 2017, respectively.

**11. OTHER POSTEMPLOYMENT BENEFITS (“OPEB”) OBLIGATION**

**Plan Description**—The College pays for either a portion of eligible retirees’ health insurance or 100% of eligible retirees’ health insurance, depending on the date of retirement or the contract. Substantially all of the College’s employees may become eligible for these benefits if they have completed five or more years of full-time service with the College, or an equivalent amount of regular part-time service.

**Employees Covered by Benefit Terms**—At January 1, 2018, the valuation date, the following employees were covered by the benefit terms:

<table>
<thead>
<tr>
<th>Category</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Active employees</td>
<td>762</td>
</tr>
<tr>
<td>Inactive employees or beneficiaries currently receiving benefit payments</td>
<td>374</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,136</strong></td>
</tr>
</tbody>
</table>

Under GASB Statement No. 75, the total OPEB liability represents the sum of expected future benefit payments which may be attributed to past service (or “earned”), discounted to the end of the fiscal year using the current discount rate. The total OPEB liability is analogous to the Unfunded Actuarial Accrued Liability (“AAL”) under GASB Statement No. 45.
Total OPEB Liability

The College’s total OPEB liability of $228,555,352 was measured as of December 31, 2017, and was determined by an actuarial valuation as of January 1, 2018.

Actuarial Methods and Assumptions—Calculations are based on the types of benefits provided under the terms of the substantive plan, the plan as understood by the employer and the plan members, at the time of the valuation and on the pattern of cost sharing between the employer and plan members. The projection of benefits does not incorporate the potential effect of a change in the pattern of cost sharing between the employer and plan members in the future. Calculations reflect a long-term perspective, so methods and assumptions used include techniques that are designed to reduce short-term volatility.

In the January 1, 2018 actuarial valuation, the entry age normal actuarial cost method, over a level percent of pay was used. The single discount rate changed from 3.81% effective January 1, 2017 to 3.31% effective December 31, 2017. The salary scale assumed to increase at 2.25% per year. The sex-distinct RPH-2014 Mortality Tables, adjusted backward to 2006 with scale MP-2014, and then adjusted for mortality improvements with scale MP-2017 on a fully generational basis, were used for mortality rates. The 2015 New York State Teachers’ Retirement System rate were used for retirement rates. In order to estimate the change in the cost of healthcare, the actuaries initial healthcare cost trend rate used is 7.00% while the ultimate healthcare cost trend rate is 3.89%. An inflation rate of 2.25% was assumed for developing the rate of increase in healthcare costs.

Changes in the Total OPEB Liability—The following table presents the changes to the total OPEB liability during the fiscal year, by source:

<table>
<thead>
<tr>
<th>Total OPEB Liability</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance at August 31, 2017, as restated:</td>
<td>$203,285,491</td>
</tr>
<tr>
<td>Changes for the year:</td>
<td></td>
</tr>
<tr>
<td>Service cost</td>
<td>4,954,958</td>
</tr>
<tr>
<td>Interest</td>
<td>7,829,180</td>
</tr>
<tr>
<td>Changes of assumptions</td>
<td>17,319,854</td>
</tr>
<tr>
<td>Differences between expected and actual experience</td>
<td>666,182</td>
</tr>
<tr>
<td>Benefit payments</td>
<td>(5,500,313)</td>
</tr>
<tr>
<td>Net changes</td>
<td>25,269,861</td>
</tr>
<tr>
<td>Balance at August 31, 2018</td>
<td>$228,555,352</td>
</tr>
</tbody>
</table>

Sensitivity of the Total OPEB Liability to the Change in the Discount Rate and Healthcare Cost Trend Rate—The discount rate assumption can have an impact on the net OPEB liability. The following table presents the effect of a 1% change in the discount rate assumption would have on the net OPEB liability:

<table>
<thead>
<tr>
<th>1% Decrease (2.31%)</th>
<th>Current Discount Rate (3.31%)</th>
<th>1% Increase (4.31%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net OPEB liability</td>
<td>$269,639,242</td>
<td>$228,555,352</td>
</tr>
</tbody>
</table>
Additionally, healthcare costs can be subject to considerable volatility over time. The following table presents the effect on the OPEB liability of a 1% change in the initial (7.0%)/ultimate (3.89%) healthcare cost trend rates.

<table>
<thead>
<tr>
<th>Healthcare Cost Trend Rates</th>
<th>1% Decrease Rates</th>
<th>1% Decrease Rates</th>
<th>1% Decrease Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net OPEB liability</td>
<td>$189,917,640</td>
<td>$228,555,352</td>
<td>$279,778,081</td>
</tr>
</tbody>
</table>

**Funding Policy**—Authorization for the College to pay a portion, or all, of retiree health insurance premiums was enacted by resolution of the Board of Trustees or through union contracts, which are ratified by the Board. Retirees responsible for a portion of their health insurance premiums pay based on one of two scenarios. Employees who retired prior to January 1, 2003, pay approximately 50% of health insurance costs while the College pays the remainder. Individuals who retired on or after January 1, 2003 pay between 0% and 25% of premiums based on the amount of sick leave the retiree has banked as of their retirement date. The remainder of the retirees make no contribution and the College pays 100% of premiums. The College recognizes the cost of providing these benefits by expensing the annual insurance premiums when invoiced by the County or by the health insurance provider. The College contributed $5,500,313 for each of the fiscal years ended August 31, 2018 and 2017.

**OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB**—The College reports deferred outflows of resources due to differences during the measurement period between the employer’s contributions and its proportionate share of the total of certain contributions from employers included in the collective net OPEB liability. The table below presents the College’s deferred outflows of resources at August 31, 2018.

<table>
<thead>
<tr>
<th>Deferred Outflows of Resources</th>
<th>$569,466</th>
<th>$14,805,357</th>
<th>$3,476,617</th>
<th>$18,851,440</th>
</tr>
</thead>
<tbody>
<tr>
<td>Differences between expected and actual experience</td>
<td>$569,466</td>
<td>$14,805,357</td>
<td>$3,476,617</td>
<td>$18,851,440</td>
</tr>
<tr>
<td>Changes of assumptions</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Benefit payments subsequent to the measurement date</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

College contribution subsequent to the measurement date will be recognized as a reduction of the net OPEB liability in the year ending August 31, 2019. Other amounts reported as deferred outflows of resources related to OPEB will be recognized in OPEB expense as follows:

<table>
<thead>
<tr>
<th>Year ending August 31,</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>$2,611,213</td>
</tr>
<tr>
<td>2020</td>
<td>2,611,213</td>
</tr>
<tr>
<td>2021</td>
<td>2,611,213</td>
</tr>
<tr>
<td>2022</td>
<td>2,611,213</td>
</tr>
<tr>
<td>2023</td>
<td>2,611,213</td>
</tr>
<tr>
<td>Thereafter</td>
<td>2,318,758</td>
</tr>
</tbody>
</table>
12. RISK MANAGEMENT

The College is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; injuries to employees; natural disasters; and cyber liability. The College purchases commercial insurance to cover such potential risks. There have not been any significant changes in any type of insurance coverage from the prior year, nor have there been any settlements which have exceeded insurance coverage in the past three fiscal years.

Workers’ Compensation Expense—The College is part of a self-insurance workers’ compensation plan administered by the County. Since the College is considered part of the primary government unit of the County, the College does not recognize a liability for its unfunded share of workers’ compensation claims. The County uses its General Fund to account for this risk financing activity and invoices the College for claims paid on its behalf. Total workers’ compensation expense for the years ended August 31, 2018 and 2017, was approximately $659,029 and $537,048, respectively.

13. LEASE OBLIGATIONS

Operating Leases—Operating lease obligations are primarily for office equipment and parking space. These agreements are generally subject to executory clauses which negate the contract if funds are not appropriated by the College. Lease expense for the fiscal years ended August 31, 2018 and 2017 was approximately $405,498 and $564,615, respectively. The future minimum payments for leases are as follows:

<table>
<thead>
<tr>
<th>Year Ending August 31</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>$ 384,078</td>
</tr>
<tr>
<td>2020</td>
<td>248,308</td>
</tr>
<tr>
<td>2021</td>
<td>243,071</td>
</tr>
<tr>
<td>2022</td>
<td>148,722</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 1,024,179</strong></td>
</tr>
</tbody>
</table>

Auxiliary Services Corporation of Erie Community College, Inc.

The Corporation entered into an agreement in July 2017, maturing in June 2021, to lease certain office equipment. Future minimum annual lease payments under this operating lease are as follows:

<table>
<thead>
<tr>
<th>Year Ending August 31</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>$  5,832</td>
</tr>
<tr>
<td>2020</td>
<td>5,832</td>
</tr>
<tr>
<td>2021</td>
<td>5,410</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 17,074</strong></td>
</tr>
</tbody>
</table>

Total lease expense charged to operations was $5,832 and $6,527 for the years ended August 31, 2018 and 2017, respectively.
### 14. LONG-TERM LIABILITIES

A summary of changes in the College’s long-term liabilities for the years ended August 31, 2018 and 2017 is as follows:

<table>
<thead>
<tr>
<th></th>
<th>Beginning Balance (as restated)</th>
<th>Additions</th>
<th>Reductions</th>
<th>Ending Balance (as restated)</th>
<th>Current Portion</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Accrued liabilities:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health insurance - terminal liability</td>
<td>$996,155</td>
<td>$ -</td>
<td>$76,082</td>
<td>$920,073</td>
<td>$ -</td>
</tr>
<tr>
<td>Due to retirement systems:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NYS Employees’ Retirement System</td>
<td>1,755,584</td>
<td>3,464,251</td>
<td>3,271,283</td>
<td>1,948,552</td>
<td>1,948,552</td>
</tr>
<tr>
<td>NYS Teachers’ Retirement System</td>
<td>1,953,237</td>
<td>1,097,751</td>
<td>1,737,216</td>
<td>1,313,772</td>
<td>1,000,013</td>
</tr>
<tr>
<td>SUNY Optional Retirement Program</td>
<td>11,617</td>
<td>1,927,548</td>
<td>1,846,567</td>
<td>92,598</td>
<td>92,598</td>
</tr>
<tr>
<td>Compensated absences:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vacation accrual</td>
<td>2,678,725</td>
<td>508,336</td>
<td>290,528</td>
<td>2,896,533</td>
<td>265,000</td>
</tr>
<tr>
<td>Comp-time accrual</td>
<td>445,677</td>
<td>67,669</td>
<td>33,087</td>
<td>480,259</td>
<td>45,000</td>
</tr>
<tr>
<td>Sick leave accrual</td>
<td>122,721</td>
<td>35,400</td>
<td>4,181</td>
<td>153,940</td>
<td>20,000</td>
</tr>
<tr>
<td>OPEB obligation, as restated</td>
<td>203,285,491</td>
<td>30,770,174</td>
<td>5,500,313</td>
<td>228,555,352</td>
<td>-</td>
</tr>
<tr>
<td>Net pension liability*</td>
<td>9,336,194</td>
<td>$ -</td>
<td>6,440,800</td>
<td>2,895,394</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$220,585,401</td>
<td>$37,871,129</td>
<td>$19,200,057</td>
<td>$239,256,473</td>
<td>$3,371,163</td>
</tr>
</tbody>
</table>

(*Additions and reductions to the net pension liability are shown net.)

### Year ended August 31, 2017

<table>
<thead>
<tr>
<th></th>
<th>Beginning Balance</th>
<th>Additions/Restatement</th>
<th>Reductions</th>
<th>Ending Balance (as restated)</th>
<th>Current Portion</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Accrued liabilities:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retirement incentive - wages</td>
<td>$2,755</td>
<td>$ -</td>
<td>$2,755</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Health insurance - terminal liability</td>
<td>1,002,698</td>
<td>-</td>
<td>6,543</td>
<td>996,155</td>
<td>-</td>
</tr>
<tr>
<td>Due to retirement systems:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NYS Employees’ Retirement System</td>
<td>2,034,755</td>
<td>3,226,300</td>
<td>3,505,471</td>
<td>1,755,584</td>
<td>1,755,584</td>
</tr>
<tr>
<td>NYS Teachers’ Retirement System</td>
<td>2,280,276</td>
<td>1,670,127</td>
<td>1,997,166</td>
<td>1,953,237</td>
<td>1,737,216</td>
</tr>
<tr>
<td>SUNY Optional Retirement Program</td>
<td>25,256</td>
<td>1,860,009</td>
<td>1,873,648</td>
<td>11,617</td>
<td>11,617</td>
</tr>
<tr>
<td>Capital leases</td>
<td>1,476,822</td>
<td>-</td>
<td>1,476,822</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Compensated absences:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vacation accrual</td>
<td>2,914,412</td>
<td>97,631</td>
<td>333,318</td>
<td>2,678,725</td>
<td>250,000</td>
</tr>
<tr>
<td>Comp-time accrual</td>
<td>438,121</td>
<td>54,013</td>
<td>46,457</td>
<td>445,677</td>
<td>40,000</td>
</tr>
<tr>
<td>Sick leave accrual</td>
<td>142,098</td>
<td>9,689</td>
<td>29,066</td>
<td>122,721</td>
<td>15,000</td>
</tr>
<tr>
<td>OPEB obligation, as restated</td>
<td>73,536,371</td>
<td>135,249,433</td>
<td>5,500,313</td>
<td>203,285,491</td>
<td>-</td>
</tr>
<tr>
<td>Net pension liability*</td>
<td>14,883,273</td>
<td>-</td>
<td>5,547,079</td>
<td>9,336,194</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$98,736,837</td>
<td>$142,167,202</td>
<td>$20,318,638</td>
<td>$220,585,401</td>
<td>$3,809,417</td>
</tr>
</tbody>
</table>
Accrued Liabilities—Includes retirement incentive-wages and health insurance terminal liability. Retirement incentives represent local programs for incentives to encourage retirement in order to reduce future costs. The incentives vary by program offered, but generally provide for payment of 50–100% of annual salary to be paid either as a lump-sum or over a period of up to five years or to apply such amount to the individual’s share of postemployment health insurance coverage. The terminal liability is related to the self-insurance health plan with Erie County and it entails the liability assumed at the end of the plan period.

Due to Retirement Systems—The College’s total liability relating to retirement is $3,354,922 and $3,720,438 as of August 31, 2018 and 2017, respectively. Of this, $3,041,163 and $3,504,417 are recorded in current liabilities as of August 31, 2018 and 2017, respectively, and $313,759 and $216,021 are recorded as noncurrent liabilities as of August 31, 2018 and 2017, respectively.

Compensated Absences—As explained in Note 1, the College records the value of compensated absences in accordance with GASB. The liability at August 31, 2018 and 2017, for total compensated absences, both current and long-term, is $3,530,732 and $3,247,123, respectively.

OPEB Obligation—As explained in Note 11, the College provides health insurance coverage for certain retirees. The College’s annual postemployment benefit (“OPEB”) cost is measured as the portion of the present value of projected benefit payments to be provided to current active and inactive employees that is attributed to those employees’ past periods of service (total OPEB liability), less the amount of the OPEB plan’s fiduciary net position. The long-term OPEB liability is estimated to be $228,555,352 and $203,285,491, as restated, as of August 31, 2018 and 2017, respectively.

Net Pension Liability—The College reported a liability of $2,895,394 and $9,336,194 for the years ended August 31, 2018 and 2017, respectively, for its proportionate share of the net pension liability for their participation in the New York State Employees’ Retirement System and Teachers’ Retirement System. Refer to Note 10 for additional information related to the College’s net pension liability.

15. RELATED-PARTY TRANSACTIONS

The County retains title to certain assets, primarily campuses, used by the College in carrying out the institutional mission. No charge is made by the County to the College for use of the campuses. The College carries certain insurance of its own with varying limits of coverage. Beyond that, the County administers and funds its own General Liability Self-Insurance Program, thus, any litigation, claim or assessment against the College is potentially a claim against the County. A successful claim against the College could be satisfied from its own insurance or that of the County’s self-insurance program.

Amounts due from the County to the College are $45,586 and $101,950 at August 31, 2018 and 2017, respectively, and relate to grant money for specific programs. Amounts due to the County at August 31, 2018 and 2017 are $1,674,772 and $2,108,771, respectively. These amounts due to the County are for bills paid by the County on behalf of the College. The County’s annual contributions to the College were $18,554,317 and $18,054,317 for the years ended August 31, 2018 and 2017, respectively. In addition to the annual contribution, during the year ended August 31, 2017, the County contributed an additional $890,757 to assist in the funding of the retirement incentive offered by the College.
Erie Community College Foundation, Inc.

The Foundation receives the rent-free use of their facility and other direct support from the College. The total value of the support for the years ended August 31, 2018 and 2017 of $178,389 and $271,651, respectively, is comprised of the items in the table below:

<table>
<thead>
<tr>
<th>Item</th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payroll, payroll taxes, and benefits</td>
<td>$170,236</td>
<td>$256,269</td>
</tr>
<tr>
<td>Facility and maintenance</td>
<td>7,541</td>
<td>11,852</td>
</tr>
<tr>
<td>Other operating expenses</td>
<td>612</td>
<td>3,530</td>
</tr>
<tr>
<td>Total</td>
<td>$178,389</td>
<td>$271,651</td>
</tr>
</tbody>
</table>

16. LABOR RELATIONS

Union Contracts — The College is a party to the County-wide contract with AFSCME which is in effect through December 31, 2021, and to the County-wide contract with CSEA which settled in January 2018 and is in effect through December 31, 2022. The Faculty Federation union contract, the College’s largest, is in effect through August 31, 2020, and the Administrators’ Association of Erie Community College also is in effect through August 31, 2020.

17. COMMITMENTS

Erie Community College Foundation, Inc.

Charitable Remainder Annuity Trust — During the year ended August 31, 2006, the Foundation entered into a trust agreement to become trustee of a charitable remainder annuity trust. The Foundation is also a 40% remainderman of the trust principal. The trust was funded with real estate which was subsequently sold and invested in the Foundation’s investment portfolio. The trust assets are reflected in investments in the Foundation’s Statement of Financial Position and total $178,912 and $182,755 as of August 31, 2018 and 2017, respectively. The present value of actuarial liability to the income beneficiary was $3,815 and $124,908 as of August 31, 2018 and 2017, respectively. The liability to the other 60% charitable remaindernen was $105,058 and $34,708 as of August 31, 2018 and 2017, respectively.

Auxiliary Services Corporation of Erie Community College, Inc.

Bookstore Operations — On July 1, 2009, the Corporation entered into a five-year agreement with Follett Bookstores; whereby, Follett agreed to manage the operations of the Corporation’s bookstore. On July 1, 2014, the Corporation amended the contract to extend the terms of the agreement through June 30, 2019. Under the terms of the contract, the Corporation receives compensation equal to a percentage of gross revenue, with a guaranteed minimum due of $2,625,000 over the life of the contract. The Corporation recognized $523,939 and $435,288 in contract revenue for the years ended August 31, 2018 and 2017, respectively.

College Agreement — By resolution dated March 29, 2017, the Board of Trustees of the College stated that Article 3 excess cash reserve funds of $203,924 should be maintained and invested by the Corporation for the acquisition of equipment or facility improvements for the City Campus Cafeteria. The resolution also stipulated that the Corporation may expend $13,000 of the $203,924 balance to purchase food service equipment for the South Campus Cafeteria. During the 2017-2018 fiscal year, the Corporation expended $177,545 on renovations, including food service equipment in the City Campus Cafeteria. During the 2016-2017 fiscal year, the Corporation expended the full $13,000 for South Campus Food Service equipment and also expended an additional $2,000 for the City Campus Cafeteria. At August 31, 2018, the Corporation has $11,379 remaining reserve funds and reports this balance within temporarily restricted net assets.
Under the terms of the agreement, Article 4 states that the College will make available to the Corporation, on an exclusive basis, office space at the College’s South Campus for use of its business office. In exchange, the Corporation will disburse 15% of annual bookstore commission revenues received to the College in lieu of a rental payment. During the 2017-2018 fiscal year, the Corporation disbursed $65,293 to the College.

Under terms of the agreement, the Corporation formalized Article 5 pertaining to the annual budget. Article 5 requires that the Corporation include a commitment to provide College support as a component of their annual budget. For the 2017-2018 fiscal year the Corporation committed $105,944 for College support. The budget shall provide for contributions of financial support for College programs and activities at the discretion of the Board of the Corporation.

**Net Assets Held on Behalf of Others**—The Corporation is the custodian of mandatory student activity fees charged by the College and funds raised by various organizations associated with, but not controlled by, the Corporation. Such funds are retained and disbursed at the instruction of the particular organization. These organizations include Student Government, Student Athletics, Athletic Special, Wellness Center and Restricted Funds (which includes Publications, Restricted Excess Activity Fees, E.M. Statler/Erie Room, Graduation and North Special).

Net assets held on behalf of others as of August 31, 2018 and 2017 were as follows:

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Student Government</td>
<td>Student Athletics</td>
</tr>
<tr>
<td>Cash</td>
<td>$116,925</td>
<td>$50,020</td>
</tr>
<tr>
<td>Accounts receivable</td>
<td>-</td>
<td>14,514</td>
</tr>
<tr>
<td>Total assets</td>
<td>116,925</td>
<td>64,534</td>
</tr>
<tr>
<td>Accounts payable</td>
<td>36,718</td>
<td>4,575</td>
</tr>
<tr>
<td>Net assets held on behalf of others</td>
<td>$80,207</td>
<td>$59,959</td>
</tr>
</tbody>
</table>
18. CONTINGENCIES

Litigation—The nature of the educational industry is such that, from time to time, claims will be presented against the College on account of alleged negligence, acts of discrimination, breach of contract, or disagreements arising from the interpretation of laws or regulations. While some of these claims may be for substantial amounts, they are not unusual in the ordinary course of providing educational services in a higher education system. In the opinion of management, all known claims are covered by insurance or are such that an award against the College would not seriously impact the financial position of the College.

Grants—In the normal course of operations, the Corporation receives grant funds from various federal and state agencies. These grant programs are subject to audit by agents of the granting authority, the purpose of which is to ensure compliance with conditions precedent to the granting of funds. Any disallowed expenditures resulting from such audits could become a liability of the Corporation. While the amount of expenditures, if any, which may be disallowed cannot be determined at this time, management expects any amounts to be immaterial.

19. FUNCTIONAL EXPENSES

A summary of the College’s operating expenses for the years ended August 31, 2018 and 2017, classified by function, are as follows:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Salaries &amp;</td>
<td>Employee</td>
<td>Scholarships</td>
<td>Utilities</td>
<td>Depreciation</td>
<td>Supplies,</td>
<td>Services &amp;</td>
<td>General</td>
<td>Total</td>
<td>Supplies,</td>
<td>Services &amp;</td>
<td>General</td>
</tr>
<tr>
<td></td>
<td>Wages</td>
<td>Benefits</td>
<td></td>
<td></td>
<td></td>
<td>Services &amp;</td>
<td>General</td>
<td></td>
<td></td>
<td>Services &amp;</td>
<td>General</td>
<td></td>
</tr>
<tr>
<td>Instruction</td>
<td>$33,197,658</td>
<td>$11,188,085</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ - $9,060,284</td>
<td>$53,446,027</td>
<td>$33,452,628</td>
<td>$14,130,354</td>
<td>$1,796,888</td>
<td>$3,110,165</td>
<td>$22,783,259</td>
</tr>
<tr>
<td>Academic support</td>
<td>3,494,539</td>
<td>1,369,770</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>706,025</td>
<td>5,570,334</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>14,767,337</td>
</tr>
<tr>
<td>Libraries</td>
<td>1,366,916</td>
<td>501,196</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>177,222</td>
<td>2,045,334</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Student services</td>
<td>8,637,694</td>
<td>3,422,116</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>2,707,527</td>
<td>14,767,337</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>General education</td>
<td>3,253,521</td>
<td>1,198,162</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>977,366</td>
<td>5,429,049</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>General institutional services</td>
<td>4,877,996</td>
<td>6,869,820</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>6,538,005</td>
<td>18,285,821</td>
<td>4,877,996</td>
<td>6,869,820</td>
<td>-</td>
<td>-</td>
<td>6,538,005</td>
</tr>
<tr>
<td>Maintenance and operation of plant</td>
<td>5,852,325</td>
<td>2,485,057</td>
<td>-</td>
<td>1,796,888</td>
<td>-</td>
<td>2,596,337</td>
<td>12,730,607</td>
<td>5,852,325</td>
<td>2,485,057</td>
<td>-</td>
<td>1,796,888</td>
<td>2,596,337</td>
</tr>
<tr>
<td>OPEB Expense</td>
<td>-</td>
<td>6,418,422</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>6,418,422</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Scholarships</td>
<td>-</td>
<td>-</td>
<td>14,130,354</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>20,493</td>
<td>14,150,847</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Depreciation</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>3,110,165</td>
<td>-</td>
<td>-</td>
<td>3,110,165</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total</td>
<td>$60,680,649</td>
<td>$33,452,628</td>
<td>$14,130,354</td>
<td>$1,796,888</td>
<td>$3,110,165</td>
<td>$22,783,259</td>
<td>$135,953,943</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>
### 2017

<table>
<thead>
<tr>
<th>Supplies, Salaries &amp; Employee Services &amp; Wages Benefits Scholarships Utilities Depreciation General Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instruction $ 32,986,790 $ 12,048,302 $ - $ - $ - $ 6,701,548 $ 51,736,640</td>
</tr>
<tr>
<td>Academic support 3,600,962 1,545,731 - - - 503,470 5,650,163</td>
</tr>
<tr>
<td>Libraries 1,274,556 553,815 - - - 203,858 2,032,229</td>
</tr>
<tr>
<td>Student services 8,214,261 3,567,752 - - - 2,566,157 14,348,170</td>
</tr>
<tr>
<td>General administration 2,978,353 1,282,118 - - - 977,163 5,237,634</td>
</tr>
<tr>
<td>General institutional services 4,338,605 7,227,489 - - - 3,720,633 15,286,727</td>
</tr>
<tr>
<td>Maintenance and operation of plant 5,498,793 2,506,955 - 1,724,329 - 2,547,888 12,277,965</td>
</tr>
<tr>
<td>OPEB expense - 10,077,563 - - - - 10,077,563</td>
</tr>
<tr>
<td>Scholarships - - 13,091,802 - - 20,260 13,112,062</td>
</tr>
<tr>
<td>Depreciation - - - - 4,645,867 - 4,645,867</td>
</tr>
<tr>
<td>Total $ 58,892,320 $ 38,809,725 $ 13,091,802 $ 1,724,329 $ 4,645,867 $ 17,240,977 $ 134,405,020</td>
</tr>
</tbody>
</table>

### 20. SUBSEQUENT EVENTS

Management has evaluated subsequent events through February 18, 2019, which is the date the financial statements are available for issuance, and have determined there are no subsequent events that require disclosure under generally accepted accounting principles.

* * * * *
REQUIRED SUPPLEMENTARY INFORMATION
### SUNY ERIE COMMUNITY COLLEGE
(AN EDUCATIONAL INSTITUTION OF THE COUNTY OF ERIE, NEW YORK)
Schedule of the College’s Proportionate Share of the Net Pension Liability (Asset)—Teachers’ Retirement System
Last Five Fiscal Years*

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>College's proportion of the net pension liability (asset)</td>
<td>0.093727%</td>
<td>0.097612%</td>
<td>0.095057%</td>
<td>0.092554%</td>
<td>0.095618%</td>
</tr>
<tr>
<td>College's proportionate share of the net pension liability (asset)</td>
<td>$(712,420)</td>
<td>$1,045,467</td>
<td>$(9,873,445)</td>
<td>$(10,651,290)</td>
<td>$(609,238)</td>
</tr>
<tr>
<td>College's covered payroll</td>
<td>$15,316,670</td>
<td>$15,567,718</td>
<td>$14,376,617</td>
<td>$14,243,416</td>
<td>$13,674,431</td>
</tr>
<tr>
<td>College's proportionate share of the net pension liability (asset) as a percentage of its covered payroll</td>
<td>(4.7%)</td>
<td>6.7%</td>
<td>(68.7%)</td>
<td>(74.8%)</td>
<td>(4.5%)</td>
</tr>
<tr>
<td>Plan fiduciary net position as a percentage of the total pension liability (asset)</td>
<td>100.7%</td>
<td>99.0%</td>
<td>110.5%</td>
<td>111.5%</td>
<td>100.7%</td>
</tr>
</tbody>
</table>

*Information prior to the year ended August 31, 2014 is not available.
### SUNY Erie Community College

(An Educational Institution of the County of Erie, New York)

Schedule of the College’s Contributions—
Teachers’ Retirement System

Last Five Fiscal Years*

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractually required contribution</td>
<td>$1,737,216</td>
<td>$1,997,293</td>
<td>$2,503,096</td>
<td>$2,295,202</td>
<td>$1,605,164</td>
</tr>
<tr>
<td>Contributions in relation to the contractually required contribution</td>
<td>(1,737,216)</td>
<td>(1,997,293)</td>
<td>(2,503,096)</td>
<td>(2,295,202)</td>
<td>(1,605,164)</td>
</tr>
<tr>
<td>Contribution deficiency (excess)</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>College's covered payroll</td>
<td>$15,590,940</td>
<td>$14,911,529</td>
<td>$15,544,002</td>
<td>$14,482,823</td>
<td>$14,349,710</td>
</tr>
<tr>
<td>Contributions as a percentage of covered payroll</td>
<td>11.1%</td>
<td>13.4%</td>
<td>16.1%</td>
<td>15.8%</td>
<td>11.2%</td>
</tr>
</tbody>
</table>

*Information prior to the year ended August 31, 2014 is not available.
### SUNY ERIE COMMUNITY COLLEGE
(AN EDUCATIONAL INSTITUTION OF THE COUNTY OF ERIE, NEW YORK)
Schedule of the College’s Proportionate Share of the Net Pension Liability—
Employees’ Retirement System
Last Five Fiscal Years*

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>College's proportion of the net pension liability</td>
<td>0.089712%</td>
<td>0.088235%</td>
<td>0.092729%</td>
<td>0.087770%</td>
<td>0.087770%</td>
</tr>
<tr>
<td>College's proportionate share of the net pension liability</td>
<td>$ 2,895,394</td>
<td>$ 8,290,727</td>
<td>$ 14,883,273</td>
<td>$ 2,965,086</td>
<td>$ 3,966,204</td>
</tr>
<tr>
<td>College's covered payroll</td>
<td>$ 23,294,062</td>
<td>$ 22,422,309</td>
<td>$ 22,907,555</td>
<td>$ 21,474,920</td>
<td>$ 21,197,115</td>
</tr>
<tr>
<td>College's proportionate share of the net pension liability as a percentage of its covered payroll</td>
<td>12.4%</td>
<td>37.0%</td>
<td>65.0%</td>
<td>13.8%</td>
<td>18.7%</td>
</tr>
<tr>
<td>Plan fiduciary net position as a percentage of the total pension liability</td>
<td>100.7%</td>
<td>94.7%</td>
<td>90.7%</td>
<td>97.9%</td>
<td>97.2%</td>
</tr>
</tbody>
</table>

*Information prior to the year ended August 31, 2014 is not available.
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractually required contribution</td>
<td>$271,447</td>
<td>$3,280,271</td>
<td>$3,763,821</td>
<td>$4,037,828</td>
<td>$4,131,239</td>
</tr>
<tr>
<td>Contributions in relation to the contractually required contribution</td>
<td>(271,447)</td>
<td>(3,280,271)</td>
<td>(3,763,821)</td>
<td>(4,037,828)</td>
<td>(4,131,239)</td>
</tr>
<tr>
<td>Contribution deficiency (excess)</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>College's covered payroll</td>
<td>$24,028,580</td>
<td>$22,733,134</td>
<td>$23,015,582</td>
<td>$21,716,298</td>
<td>$21,338,579</td>
</tr>
<tr>
<td>Contributions as a percentage of covered payroll</td>
<td>1.1%</td>
<td>14.4%</td>
<td>16.4%</td>
<td>18.6%</td>
<td>19.4%</td>
</tr>
</tbody>
</table>

*Information prior to the year ended August 31, 2014 is not available.*
Schedule of Changes in the College’s Total OPEB Liability and Related Ratios  
Year Ended August 31, 2018*

<table>
<thead>
<tr>
<th>Total OPEB liability</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Service cost</td>
<td>$4,954,958</td>
</tr>
<tr>
<td>Interest</td>
<td>7,829,180</td>
</tr>
<tr>
<td>Differences between expected and actual experience</td>
<td>666,182</td>
</tr>
<tr>
<td>Changes of assumptions or other inputs</td>
<td>17,319,854</td>
</tr>
<tr>
<td>Benefit payments</td>
<td>(5,500,313)</td>
</tr>
<tr>
<td>Net changes in total OPEB liability</td>
<td>25,269,861</td>
</tr>
<tr>
<td>Total OPEB liability—beginning</td>
<td>203,285,491</td>
</tr>
<tr>
<td>Total OPEB liability—ending</td>
<td>$228,555,352</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Plan fiduciary net position</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contributions—employer</td>
<td>$5,500,313</td>
</tr>
<tr>
<td>Benefit payments</td>
<td>(5,500,313)</td>
</tr>
<tr>
<td>Net change in plan fiduciary net position</td>
<td>-</td>
</tr>
<tr>
<td>Plan fiduciary net position—beginning</td>
<td>-</td>
</tr>
<tr>
<td>Plan fiduciary net position—ending</td>
<td>-</td>
</tr>
</tbody>
</table>

| College's net OPEB liability—ending | $228,555,352 |
| Plan's fiduciary net position as a percentage of the total OPEB liability | 0.0% |
| Covered-employee payroll         | $58,951,103 |
| College's net OPEB liability as a percentage of covered-employee payroll | 387.7% |

*Information prior to the year ended August 31, 2018 is not available.
The note to the Required Supplementary Information is an integral part of this schedule.
1. **OPEB LIABILITY**

   *Changes of Assumptions*—The actuarial cost method has been changed as of January 1, 2017 to the Entry Age Normal Level Percent of Pay method as prescribed under GASB 75. Previously, when the plan was subject to GASB 45, the Projected Unit Credit cost method was utilized. The revised cost method resulted in an increase in the Total OPEB Liability and a decrease in the Service Cost.

   The rate used to discount future plan cash flows was updated from 4.30% to 3.81% as of January 1, 2017 based on a review of the Fidelity General Obligation 20-Year AA Municipal Bond Index. Previously, the discount rate had been based on the expected rate of return on the employer’s general assets under GASB 45. The change in discount rate resulted in an increase in liabilities. The rate used to discount future plan cash flows was updated from 3.81% to 3.31% as of December 31, 2017 based on a review of the Fidelity General Obligation 20-Year AA Municipal Bond Index. The change in discount rate resulted in an increase in liabilities.

   The mortality assumption was revised as of January 1, 2017 to the sex-distinct headcount weighted RPH-2014 Mortality Tables for employees and healthy annuitants, adjusted backward to 2006 with scale MP-2014, and then adjusted for mortality improvements with scale MP-2017 mortality improvement scale on a generational basis. Previously, amount-weighted mortality tables were utilized. This change was made based on a review of published studies and presentations that indicate headcount weighted tables may be more appropriate for OPEB plans. The revised assumption resulted in a decreased in liabilities.
OTHER INFORMATION
### SUNY ERIE COMMUNITY COLLEGE

(AN EDUCATIONAL INSTITUTION OF THE COUNTY OF ERIE, NEW YORK)

Reconciliation of Revenues and Expenses as Reflected in the
Annual Report to the Audited Financial Statements
For the Year Ended August 31, 2018

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unrestricted current funds</td>
<td>$ 107,183,268</td>
</tr>
<tr>
<td></td>
<td>$ 106,381,454</td>
</tr>
<tr>
<td>Restricted current funds</td>
<td>41,772,291</td>
</tr>
<tr>
<td></td>
<td>41,772,291</td>
</tr>
<tr>
<td>OPEB funds</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>6,418,422</td>
</tr>
<tr>
<td>Pension funds</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>312,798</td>
</tr>
<tr>
<td>Plant funds</td>
<td>2,027,467</td>
</tr>
<tr>
<td></td>
<td>10,315,696</td>
</tr>
<tr>
<td>Subtotals</td>
<td>150,983,026</td>
</tr>
<tr>
<td></td>
<td>165,200,661</td>
</tr>
</tbody>
</table>

### Adjustments to reconcile to financial statements:

<table>
<thead>
<tr>
<th></th>
<th>Per annual report:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Scholarship allowances</td>
<td>(20,052,113)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(20,052,113)</td>
<td></td>
</tr>
<tr>
<td>Expended for plant facilities</td>
<td>(2,027,463)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(2,027,463)</td>
<td></td>
</tr>
<tr>
<td>Payables adjustment</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>712</td>
<td></td>
</tr>
<tr>
<td>Additional sick time accrual</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>37,675</td>
<td></td>
</tr>
<tr>
<td>Depreciation</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(3,110,165)</td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td>$ 128,903,450</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$ 140,049,307</td>
<td></td>
</tr>
</tbody>
</table>

### Per audited financial statements:

<table>
<thead>
<tr>
<th></th>
<th>Annual Report</th>
<th>Unrestricted Current Fund</th>
<th>Reconciled Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating revenue / expenses</td>
<td>$ 44,784,992</td>
<td>$ 135,953,943</td>
<td></td>
</tr>
<tr>
<td>Nonoperating revenue / expenses</td>
<td>65,564,141</td>
<td>4,095,364</td>
<td></td>
</tr>
<tr>
<td>Other revenue / expenses</td>
<td>18,554,317</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Totals per financial statements</td>
<td>$ 128,903,450</td>
<td>$ 140,049,307</td>
<td></td>
</tr>
</tbody>
</table>

### Net Position/Fund Balance Reconciliation:

<table>
<thead>
<tr>
<th>Reported Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current unrestricted fund balance*</td>
</tr>
<tr>
<td>GASB Statement No. 75 liability (per financial statements)</td>
</tr>
<tr>
<td>Effects of GASB Statement No. 68 (per financial statements)</td>
</tr>
<tr>
<td>Due to local sponsor</td>
</tr>
<tr>
<td>Unrestricted net position (per financial statements)</td>
</tr>
</tbody>
</table>

* Line 113 (column C) of Annual Report to NYS.

1 Note: The College has allocated $2.97 million of current unrestricted fund balance for ERP implementation for use within the 2018/19 adopted budget.
SUNY ERIE COMMUNITY COLLEGE  
(AN EDUCATIONAL INSTITUTION OF THE COUNTY OF ERIE, NEW YORK)  
Schedule of State Operating Aid  
For the Year Ended August 31, 2018

Total operating costs $106,419,841

Total revenue - offset to expense (9,882,942)

Costs not allowable for state aid -

Net operating costs $96,536,899 x 40.0% = $38,614,760 (a)

Rental costs - physical space $118,800 x 49.2% = $58,464

Next Generation NY Job Linkage Program 262,526

<table>
<thead>
<tr>
<th>Funded FTE Students - Basic Aid</th>
<th>Net FTE Allowable</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014-2015 Actual</td>
<td>11,389.0 x 0.20 = 2,277.8</td>
</tr>
<tr>
<td>2015-2016 Actual</td>
<td>10,658.2 x 0.30 = 3,197.5</td>
</tr>
<tr>
<td>2016-2017 Actual</td>
<td>10,799.0 x 0.50 = 5,399.5</td>
</tr>
</tbody>
</table>

2017-18 Calculated FTE (20-30-50% Rule) 10,874.8

2017-18 Calculated FTE (20-30-50% Rule or prior year actual) 10,874.8 (c)

Funded FTE students - Basic Aid 10,874.8 (c) x $2,747* = 29,873,076

Funded FTE, rental costs and Next Generation NY Job Linkage Program $30,194,066 (b)

Basic Aid - lesser of (a) or (b) $30,194,066

* Rental aid percentage and State Aid funding per FTE approved annually by SUNY Board.
Calculated tuition based on State-aidable FTE per Annual Report:

<table>
<thead>
<tr>
<th>Headcount</th>
<th>Credit Hours and FTE</th>
<th>Rate</th>
<th>Equated Tuition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Full-time Student Headcount</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fall 2017 full-time students per End of Term (&quot;EOT&quot;)</td>
<td>7,263</td>
<td>$2,450</td>
<td>$17,794,350</td>
</tr>
<tr>
<td>Spring 2018 full-time students per EOT</td>
<td>6,141</td>
<td>2,450</td>
<td>15,045,450</td>
</tr>
<tr>
<td>Winter 2018 full-time students per EOT</td>
<td>3</td>
<td>2,450</td>
<td>7,350</td>
</tr>
<tr>
<td>Summer 2018 full-time students per EOT</td>
<td>149</td>
<td>2,450</td>
<td>365,050</td>
</tr>
<tr>
<td>Total full-time headcount</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>13,556</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total credit hours of full-time students</strong></td>
<td></td>
<td></td>
<td>196,893.5</td>
</tr>
</tbody>
</table>

| **Part-time Student Credit Hours**            |                      |      |                 |
| Fall 2017 part-time credits per EOT           | 23,165.4             | $205 | $4,748,907      |
| Spring 2018 part-time credits per EOT         | 25,683.0             | 205  | 5,265,015       |
| Winter 2018 part-time credits per EOT         | 1,611.5              | 205  | 330,358         |
| Summer 2018 part-time credits per EOT         | 13,225.5             | 205  | 2,711,228       |
| Fall 2017 non-credit remedial                 | 17,616.0             | 205  | 3,611,280       |
| Spring 2018 non-credit remedial               | 19,980.8             | 205  | 4,096,064       |
| Summer 2018 non-credit remedial               | 13,500.4             | 205  | 2,767,582       |
| Fall 2017 per Form 24                        | 194.4                | 205  | 39,852          |
| Spring 2018 per Form 24                      | 270.0                | 205  | 55,350          |
| Summer 2018 per Form 24                      | 0.6                  | 205  | 123             |
| Total part-time credit hours                  |                      |      | 115,247.6       |
| Total credit hours                            |                      |      | 312,141.1       |
| **Total state-aidable FTE**                   |                      |      | 10,404.7        |
| Total calculated tuition based on headcount and credit hours | | | $56,837,959 |
## SUNY ERIE COMMUNITY COLLEGE
### (AN EDUCATIONAL INSTITUTION OF THE COUNTY OF ERIE, NEW YORK)
### Schedule of State-Aidable FTE Tuition Reconciliation
### For the Year Ended August 31, 2018

(continued)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total calculated tuition based on headcount and credit hours</strong></td>
<td>$56,837,959</td>
</tr>
<tr>
<td><strong>Less:</strong></td>
<td></td>
</tr>
<tr>
<td>Bad debt allowance charged to tuition</td>
<td>$(3,077,497)</td>
</tr>
<tr>
<td>Difference in tuition for discounted classes</td>
<td>$(1,258,780)</td>
</tr>
<tr>
<td>Difference in tuition for excelsior scholarships</td>
<td>$(64,435)</td>
</tr>
<tr>
<td>Calculated State-aidable non-credit remedial tuition</td>
<td>$(10,474,926)</td>
</tr>
<tr>
<td>Learning centers - credits generated - no tuition charged</td>
<td>$(95,325)</td>
</tr>
<tr>
<td>Other - clinical waivers</td>
<td>$(3,283)</td>
</tr>
<tr>
<td>Other - prior term adjustments</td>
<td>$(42,657)</td>
</tr>
<tr>
<td><strong>Add:</strong></td>
<td></td>
</tr>
<tr>
<td>Forfeited tuition due to withdrawals - FTEs not claimed</td>
<td>10,047</td>
</tr>
<tr>
<td>Non-credit remedial tuition revenue collected</td>
<td>3,054</td>
</tr>
<tr>
<td>Cross-registered tuition</td>
<td>41,246</td>
</tr>
<tr>
<td>Other - collections on bad debt accounts</td>
<td>318,722</td>
</tr>
<tr>
<td>Other - miscellaneous</td>
<td>3,687</td>
</tr>
<tr>
<td><strong>Tuition revenue reported on annual report (lines 206-208)</strong></td>
<td><strong>$42,197,812</strong></td>
</tr>
<tr>
<td><strong>Add:</strong></td>
<td></td>
</tr>
<tr>
<td>Charges to non-resident students</td>
<td>252,252</td>
</tr>
<tr>
<td>Out-of-state resident tuition</td>
<td>1,006,778</td>
</tr>
<tr>
<td>Service fees</td>
<td>10,981,208</td>
</tr>
<tr>
<td>Student revenue - non state-aidable courses</td>
<td>1,452,286</td>
</tr>
<tr>
<td><strong>Tuition and fee revenue per audited financial statements</strong></td>
<td><strong>$55,890,336</strong></td>
</tr>
</tbody>
</table>
FEDERAL AWARDS INFORMATION
### SUNY ERIE COMMUNITY COLLEGE
(AN EDUCATIONAL INSTITUTION OF THE COUNTY OF ERIE, NEW YORK)
Schedule of Expenditures of Federal Awards
Year Ended August 31, 2018

<table>
<thead>
<tr>
<th>Federal Grantor/Pass-through Grantor/Program or Cluster Title (1a)</th>
<th>Federal CFDA Number (1b)</th>
<th>Entity's Identifying Number (1c)</th>
<th>Passed-Through to Subrecipients</th>
<th>Total Federal Expenditures (1d)</th>
</tr>
</thead>
</table>

**U.S. DEPARTMENT OF LABOR:**

*Passed through the Workforce Development Consortium:*

<table>
<thead>
<tr>
<th>Workforce Investment Cluster:</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Workforce Investment Act—Adult Programs</td>
<td>17.258</td>
<td>YD-0376-A1</td>
<td>$</td>
<td>$ 263,006</td>
</tr>
<tr>
<td>Workforce Investment Act—Dislocated Workers</td>
<td>17.278</td>
<td>YD-0376-A1</td>
<td></td>
<td>$ 298,020</td>
</tr>
<tr>
<td>Total Workforce Investment Cluster</td>
<td></td>
<td></td>
<td></td>
<td>$ 561,026</td>
</tr>
</tbody>
</table>

**TOTAL U.S. DEPARTMENT OF LABOR**

<p>| | | | | |</p>
<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>National Science Foundation—Vacuum Technology</td>
<td>47.076</td>
<td>DUE#1400408</td>
<td>-</td>
<td>4,290</td>
</tr>
<tr>
<td>Passed through Penn State University:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>National Science Foundation—Nano Professional Development</td>
<td>47.076</td>
<td>5654-ECC-NSF-0630</td>
<td>-</td>
<td>4,894</td>
</tr>
</tbody>
</table>

**TOTAL NATIONAL SCIENCE FOUNDATION**

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>U.S. DEPARTMENT OF EDUCATION:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Passed through New York State:*

| Career and Technical Education - Basic Grants to States | 84.048               | 8000-18-6190  | -               | 925,758         |

**TOTAL U.S. DEPARTMENT OF EDUCATION**

<p>| | | | | |</p>
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<tr>
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</thead>
</table>

**TOTAL FEDERAL FINANCIAL ASSISTANCE (1e)**

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>

*$The amount of CFDA No. 84.268 loans outstanding at August 31, 2017 and August 31, 2018 were $16,413,254 and $14,926,732, respectively.

The notes to the schedule of expenditures of federal awards are an integral part of this schedule.
1. BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the “Schedule”) includes the federal grant activity of SUNY Erie Community College (the “College”) under programs of the federal government for the year ended August 31, 2018. The information in this Schedule is presented in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (“CFR”) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”). Because the Schedule presents only a selected portion of the operations of the College, it is not intended to and does not present the financial position, changes in net position or cash flows of the College. The following notes were identified on the Schedule:

(a) Includes all federal award programs of SUNY Erie Community College.

(b) Source: Catalog of Federal Domestic Assistance.

(c) Pass-through entity identifying numbers are presented where available.

(d) Prepared under accounting principles generally accepted in the United States of America and includes all federal award programs, other than those included in Note 3 below.

(e) A reconciliation to the financial statements is available.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available. The College has not elected to use the 10 percent de minimus indirect cost rate, as allowed under the Uniform Guidance. The College’s policy is not to charge federal programs with indirect costs unless funded in the original award notification.

3. LOANS MADE AND OUTSTANDING

The following is a summary of loans made during the fiscal year and loan balances outstanding at August 31, 2018.

<table>
<thead>
<tr>
<th>Loan Program Title</th>
<th>Loans made in the Year Ended August 31, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Subsidized Stafford Loans</td>
<td>$7,143,088</td>
</tr>
<tr>
<td>Federal Unsubsidized Stafford Loans</td>
<td>7,656,381</td>
</tr>
<tr>
<td>Federal Plus Loans</td>
<td>127,263</td>
</tr>
<tr>
<td>Total Direct Loans (CFDA #84.268)</td>
<td>14,926,732</td>
</tr>
</tbody>
</table>

* * * * *
INDEPENDENT AUDITORS’ REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS

To the Board of Trustees, SUNY Erie Community College:

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, the financial statements of the business-type activities and the discretely presented component units of SUNY Erie Community College (the “College”), a component unit of the County of Erie, New York, as of and for the year ended August 31, 2018, and the related notes to the financial statements, which collectively comprise the College’s basic financial statements, and have issued our report thereon dated February 18, 2019 (which report includes an emphasis of matter paragraph regarding implementation of GASB Statement No. 75. Our report includes a reference to other auditors who audited the financial statements of the Erie Community College Foundation, Inc. (the “Foundation”), as described in our report on the College’s financial statements. We have also audited the financial statements of the Auxiliary Services Corporation of Erie Community College, Inc. (the “Corporation”). The financial statements of the Foundation and Corporation were not audited in accordance with Government Auditing Standards.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the College’s internal control over financial reporting (“internal control”) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the College’s internal control. Accordingly, we do not express an opinion on the effectiveness of the College’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.
Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the College’s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Drechsel & Malecki LLP

February 18, 2019
INDEPENDENT AUDITORS’ REPORT ON COMPLIANCE 
FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON 
INTERNAL CONTROL OVER COMPLIANCE 
IN ACCORDANCE WITH THE UNIFORM GUIDANCE

To the Board of Trustees, SUNY Erie Community College:

Report on Compliance for Each Major Federal Program

We have audited SUNY Erie Community College’s (the “College”), a component unit of the County of Erie, New York, compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each of the College’s major federal programs for the year ended August 31, 2018. The College’s major federal programs are identified in the summary of auditors’ results section of the accompanying schedule of findings and questioned costs.

Management’s Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor’s Responsibility

Our responsibility is to express an opinion on compliance for each of the College’s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations (“CFR”) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the College’s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the College’s compliance.

Opinion on Each Major Federal Program

In our opinion, the College complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended August 31, 2018.
Report on Internal Control Over Compliance

Management of the College is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the College’s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the College’s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

February 18, 2019
Section I.  SUMMARY OF AUDITORS' RESULTS

Financial Statements:

<table>
<thead>
<tr>
<th>Type of report the auditor issued:</th>
<th>Unmodified*</th>
</tr>
</thead>
<tbody>
<tr>
<td>*(which report refers to other auditors and includes an emphasis of matter paragraph regarding the implementation of GASB Statement No. 75)</td>
<td></td>
</tr>
</tbody>
</table>

Internal control over financial reporting:

<table>
<thead>
<tr>
<th>Material weakness(es) identified?</th>
<th>Yes</th>
<th>Yes No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Significant deficiency(ies) identified?</td>
<td>Yes</td>
<td>None reported</td>
</tr>
<tr>
<td>Noncompliance material to the financial statements noted?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

Federal Awards:

Internal control over major federal programs:

<table>
<thead>
<tr>
<th>Material weakness(es) identified?</th>
<th>Yes</th>
<th>Yes No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Significant deficiency(ies) identified?</td>
<td>Yes</td>
<td>None reported</td>
</tr>
</tbody>
</table>

Type of auditors' report issued on compliance for major federal programs: Unmodified

| Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? | Yes | Yes No |

Identification of major federal programs:

<table>
<thead>
<tr>
<th>Name of Federal Program or Cluster</th>
<th>CFDA Number(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Financial Assistance Cluster:</td>
<td></td>
</tr>
<tr>
<td>Federal Supplemental Educational Opportunity Grants</td>
<td>84.007</td>
</tr>
<tr>
<td>Federal Work Study Program</td>
<td>84.033</td>
</tr>
<tr>
<td>Federal Pell Grant Program</td>
<td>84.063</td>
</tr>
<tr>
<td>Federal Direct Student Loans</td>
<td>84.268</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dollar threshold used to distinguish between Type A and Type B programs?</th>
<th>$ 750,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auditee qualified as low-risk auditee?</td>
<td>Yes</td>
</tr>
</tbody>
</table>
Section II. FINANCIAL STATEMENT FINDINGS

No findings noted.

Section III. FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

No findings noted.
Summary Schedule of Prior Audit Findings and Corrective Action Plan
Year Ended August 31, 2018
(Follow-up on August 31, 2017 Findings)

No findings were reported.
Amended and restated by the resolution of the Board of Trustees on April 25, 2019
# ARTICLE I: ORGANIZATION

- Section 1: Name and Purpose
- Section 2: Membership
- Section 3: Meetings
- Section 4: Duties of the Board
- Section 5: Officers
- Section 6: Duties of Officers
- Section 7: Committees
- Section 8: Legal Responsibilities / Indemnifications
- Section 9: Services
- Section 10: Code of Ethics

# ARTICLE II: ADMINISTRATION

- Section 1: Office of the President
- Section 2: Board – President Relations

# ARTICLE III: AMENDMENTS

- Section 1: Amendment
ARTICLE I
ORGANIZATION

SECTION 1: NAME AND PURPOSE

A. The official name of the Community College in Erie County shall be “SUNY ERIE COMMUNITY COLLEGE” hereinafter referred to as the “College” or “SUNY ECC”. The Board of Trustees of the College shall be referred to hereinafter as the “Board.” SUNY ECC is governed, operated and administered by the Board of Trustees in accordance with, and subject to, the provisions of Article 126 of the New York State Education Law.

B. The chief purpose of the Board shall be that of establishing policy governing the College. Under its authority established by the Education Law of the State of New York, the Board of Trustees delegates to the President of the College responsibility for the administration of the College.

SECTION 2: MEMBERSHIP

A. The Board of Trustees shall be comprised of ten members: five of whom shall be appointed by the local sponsor, the County of Erie, four of whom shall be appointed by the Governor of the State of New York, pursuant to the New York State Education Law and one member shall be elected annually from the students of the College pursuant to the New York State Education Law. The student trustee must be a registered student of SUNY Erie Community College and in good academic standing during his/her term of office.

B. The membership of the SUNY Erie Community College Board of Trustees shall be comprised of representatives from the sponsorship area, Erie County, excepting the student trustee.

C. The term of office for members of the Board of Trustees (except for the student trustee) shall be determined in accordance with Section 6306, Subdivision 1 of the Education Law. There shall be no limit to the number of terms that a person may serve as a Trustee. Vacancies on the Board shall be filled for the unexpired term of the person who left the Board in the same manner as the original appointments were made by the appointing authority responsible for such appointments; i.e. the unexpired term of a Governor's appointee will be filled by another Governor's appointee, the unexpired term of a local sponsor appointee will be filled by another local sponsor appointee.

D. It is the responsibility of the individual trustee to:

1) Recognize that only the Board of Trustees by formal action can make commitments of any kind binding on SUNY Erie Community College;
2) Clearly state to those with whom s/he discusses College matters or policies, when s/he is expressing opinions as an individual citizen and when s/he is expressing officially approved policies of actions of the Board;
3) Make no announcement of nor to give any information about action taken by the Trustees until such action has been communicated by the Chair of the Board and the President through regular official channels;
4) Convey to the President for consideration and possible action any important inquiries or complaints that are raised directly with an individual trustee regarding the operation of the College;
5) Keep confidential all matters discussed in Executive Session as required by Open Meetings Law and consistent with the Trustees’ fiduciary duty to the College;
6) Make decisions which give priority to the students and support the College and its mission;
7) Enhance the College through personal effort, either directly or indirectly, in business, social, professional and personal relationships;
8) Make decisions which are responsive to the geographic distribution and social, ethnic and economic interests of the community;
9) Be enthusiastic in the work of the Board and keep well informed on matters pertaining to the community college field;
10) Fulfill the responsibilities of the position without regard to prejudice or partisanship; and
11) Act in good faith and avoid situations leading to conflicts of interest.

SECTION 3: MEETINGS

A. The Board of Trustees shall meet regularly on such a day, at such a time and at such a location as announced by the Chair. The schedule of regular meetings shall be established for an academic year period at a meeting prior to each year’s annual meeting.

B. The annual meeting of the Board shall be the regular meeting held during the month of September of each year. The biennial election of officers shall take place at this meeting.

C. Special meetings of the Board shall be held at the call of the Chair or at the call of three members by contacting the Chair, provided that written notice of such special meetings shall be given not less than forty-eight hours in advance, and shall state the matters to be considered. Other matters may be considered at said meetings, only with the consent of a majority of the members of the Board of Trustees present at such meeting and with the approval of the Chair. No other matters shall be voted upon except for those matters published in the written notice. The presence of a majority of filled Trustee positions at any regular or special meeting of the Board shall constitute a quorum for the transaction of business; the affirmative vote of a majority of members of the Board present at the meeting shall decide any issue. Trustees may attend meetings and vote by videoconferencing.
D. The President of the College, or his/her designee, shall attend all meetings of the Board of Trustees.

E. It is expected that all Trustees shall attend all regular meetings of the Board. A Trustee who cannot attend a meeting shall so notify the Secretary of the Board or the President’s Office. The failure of an officer to attend three consecutive regular meetings of the Board shall be deemed to be a vacancy in that office of such officer. An office on the Board may be declared vacant when it appears that the person holding the office is not capable for any reason of continuing to fulfill the responsibilities thereof.

F. The business of the Board and the conduct of its meetings shall be in accordance with Article 7 of the New York State Public Officers Law governing open meetings. As such, Executive Sessions may only be held for the discussion of certain matters as outlined in New York Public Officers Law section 105. The Board shall go into Executive Session upon a majority vote of members present and constituting a quorum, taken in an open meeting pursuant to a motion identifying the general area or areas of the subject or subjects to be considered. The Board may conduct an executive session, not open to the general public. The motion shall identify the area(s) to be considered and shall be so recorded in the minutes. When the Executive Session is complete, the Board shall return to regular session prior to adjournment. Minutes must record Board actions taken during Executive Session, but not the discussion regarding their matters. Board members are obligated to maintain the confidentiality of matters discussed during Executive Session and of any confidential or privileged documents. No Executive Session shall be held without the President in attendance, unless the issues to be discussed are specifically about the President (i.e., evaluation of presidential performance, discussion of alleged wrongdoing by the President, et cetera) or any other specifically articulated purpose necessitating his/her exclusion.

G. All meetings will be conducted using Roberts Rules of Order, newly revised, unless otherwise noted in these Bylaws.

H. Individuals and delegations are welcome to attend any regular or special Board of Trustees meeting. Individuals who wish to address the Board shall inform the Chair at least seven (7) days prior to the meeting of the desire to speak, and of the subject to be addressed. The Chair shall review such request and determine if said person will be permitted to address the Board. The Secretary of the Board will notify the individual or delegation whether he or she will be permitted to address the Board and any time limit imposed by the Chair, if applicable.
I. The President of the College, in consultation with the Chair of the Board, shall prepare an agenda with necessary supporting reports and documents for each meeting. The agenda, with supporting materials, shall be delivered to individual Board members upon request to the President’s Office and available for each member of the Board in electronic form seven (7) days prior to the day of a meeting. The agenda may be modified by a majority vote of the Trustees in attendance.

J. The Chair shall preside at all meetings and decide all questions of order subject to appeal by a member. In the absence of the Chair, the Vice Chair shall preside. In the absence of the Vice Chair, the Secretary shall preside.

SECTION 4: DUTIES OF THE BOARD

A. The duties of the Board of Trustees shall be as follows:
   1) To appoint the President (permanent, acting or interim), subject to the approval of the State University Trustees, execute an employment contract with the President, establish the conditions of her/his employment (including compensation and benefits) and assess the performance of her/his office annually;
   2) To approve the mission, goals and objectives of the College;
   3) To approve curricula and the educational program of the College;
   4) To approve the policies which guide the operations of the College;
   5) Assess overall performance of the College;
   6) Upon the recommendation of the President, approve the annual operating budget for submission and approval of the local sponsor and the State University of New York;
   7) To set tuition and fees;
   8) To approve sites and temporary and permanent facilities and exercise the power to lease, sell or otherwise acquire any property it considers necessary for the operation of the College, subject to the laws of New York State;
   9) To discharge such other duties as may be appropriate and necessary for the effective operation of the College, subject to the laws of New York State; and
   10) Upon the recommendation of the President, to designate the names of facilities.

SECTION 5: OFFICERS

A. The officers of the Board of Trustees shall consist of a Chair, Vice Chair and Secretary.

B. On a biennial basis, the officers of the Board shall be nominated by the Nominations Committee and elected by the Board of Trustees at the annual meeting.
C. The officers of the Board of Trustees shall be elected to serve for a term of two (2) years and may be re-elected to serve an additional two year term either consecutively or non-consecutively. The terms of the office of the elected officers of the Board shall commence on the first day of the month following the annual meeting at which their election took place. In the event of a vacancy, the Nominations Committee shall meet within thirty (30) days of said vacancy and, at the next regularly scheduled meeting of the Board, propose a name or names upon which the Board shall act to fill the vacancy.

SECTION 6: DUTIES OF OFFICERS

A. The Chair of the Board of Trustees shall:
   1) Preside at all meetings of the Board and shall be an ex-officio member of all standing and ad hoc committees other than the Nominations Committee;
   2) Appoint all standing and ad hoc committees;
   3) Preside at all official functions of the College appropriate to such office such as commencement and other special events;
   4) Participate in the conferring of degrees/certificates upon those students who have been so recommended by the faculty and approved by the Board of Trustees; and
   5) With the President of the College, meet with the Erie County Legislature and/or committees thereof when action or resolution is necessary for the operation of the College – generally, this shall include budget actions and capital construction resolutions.

B. The Vice Chair shall assist the Chair in the performance of his/her duties and shall assume the duties of the Chair in his/her absence. In addition, the Vice Chair, in the absence of the Chair, shall be an ex-officio member of committees.

C. The Secretary, with the assistance of the Assistant to the Board of Trustees, shall keep minutes of all Board meetings and perform all of the usual duties connected with the Secretary’s office, including the transmitting of meeting notices to members of the Board, providing the Deputy to the Chancellor of the State University of New York with copies of Board minutes, and where necessary, providing copies of minutes to other appropriate government agencies. The Secretary of the Board shall be the custodian of the Seal of the College and shall be authorized by the Board to affix said seal to any instrument duly authorized to be executed by the College requiring the Corporate Seal.

D. In such case when the Chair and Vice-Chair shall not attend at the time appointed for any meeting of the Board of Trustees, the Secretary shall call the roll and, on the appearance of a quorum, shall call the Board of Trustees to order when a Chair pro tempore shall be appointed to the Board of Trustees for that meeting.
or until the appearance of the Chair or Vice-Chair. The Chair pro tempore shall be elected by a majority vote of those board members constituting a quorum.

SECTION 7: COMMITTEES

A. The Board of Trustees may have standing or ad hoc committees as announced by the Chair. Each Trustee shall be expected, at minimum, to Chair either one (1) Standing Committee of the Board, or to Chair one (1) Ad Hoc Committee and also be a member of another Standing or Ad Hoc Committee. Board members who do not Chair a Standing or an Ad Hoc Committee are expected to be a Committee Member for three (3) Committees, either Standing or Ad Hoc. If current Trustees are unavailable to chair a particular committee, the Board Chair may appoint a former Trustee to serve as Committee Chair. Committee Members may be non-Trustees, annually appointed by the Committee Chair. The Chairman of the Board of Trustees and the President shall be ex officio members of all committees of the Board except the Nominations Committee and as such may attend all meetings and conferences of any Committee in an advising capacity. Any Trustee shall have the right to be present at any Committee Meeting activity if s/he so indicates such preference, in which case, s/he shall be given the same notices and information as the Committee members. Such Trustee shall be non-voting for Committee actions. All Board committees are established solely for the purposes of conducting studies, making recommendations, reporting, informing, and advising the Board on matters pertaining to the operation of the College and other legal functions of the Board. No Committee shall have any supervisory, administrative or executive functions and shall not interfere with and shall not usurp or duplicate function under the control or responsibility of the President, executive personnel or the Board of Trustees. Ordinarily a Committee shall seek the first-hand, detailed knowledge required by the Board in performing its functions and making its decisions, and shall communicate its findings to the Board.

B. Meetings of Committees. Regular meetings of the Committees of the Board of Trustees shall be held in the Board Room on the College campus on such a day at such a time as announced by the Committee Chair. The Chair of any Committee may call such additional meetings as may be necessary to accomplish the work of the Committee. Committee members shall be given at least six (6) days’ notice by telephone, regular mail or email, and the Chair, Vice Chair and Secretary of the Board shall also be given such notice.

1) The members of each Committee present at a Committee meeting shall constitute a quorum for the receipt of information, and the affirmative vote of a majority of the members present shall decide any questions.

2) Where it is anticipated that a quorum of the entire Board will be present, meetings of Committees shall be held in accordance with the Open Meetings Law.
3) Committees shall submit such reports and recommendations as are appropriate to the Board for Board Action. Except as specified, each Standing Committee shall have full power to prescribe its own approach and procedures for resolving Committee action and fulfilling its responsibility.

4) The Committee Chair shall report the findings and recommendations to the Board.

5) The Standing Committees of the Board shall be as follows: Budget and Audit Committee, Policy and Governance Committee, Strategic Planning and Assessment Committee and Student Success Committee. The Chair, in his or her discretion, may determine the need of Standing Committees to meet and report.

C. The Nominating Committee shall consist of more than one Board member approved by the Board. A member of the Nominating Committee may not self-nominate for a position of officer.

SECTION 8: LEGAL RESPONSIBILITIES/INDEMNIFICATION

A. The Trustees of SUNY Erie Community College accept all legal responsibilities and regulations concerning Trustees of community colleges as set forth in New York State Education Law, Article 126, Section 6306, and other pertinent sections of this Article.

B. Attorneys, such as for collective bargaining purposes, among others, may be engaged for specific purposes, in accordance with the provisions of New York State Education Law, Article 126.

C. Trustees shall be defended and indemnified in their official acts on behalf of the College as per article 126, Section 6308, of New York State Education Law.

SECTION 9: SERVICES

A. Members of the Board of Trustees shall receive no compensation for services performed on behalf of the College.

B. Members of the Board of Trustees shall be reimbursed for expenses actually and necessarily incurred by them in the performance of their duties to the College.

SECTION 10: CODE OF ETHICS & CONFLICT OF INTEREST

A. Members of the Board of Trustees shall abide by the same standards expressed in the statutes governing ethics and conduct and the rules for conflict of
interest set forth in General Municipal Law Sec. 801 and the Code of Ethics adopted by the Board of Trustee as it may be amended from time to time.

B. SUNY ECC may adopt specific ethics standards and additional conflicts of interest policies in addition to those outline in Section 10 A.

ARTICLE II

ADMINISTRATION

SECTION 1: OFFICE OF THE PRESIDENT

A. The President shall be the chief executive officer of the College and shall be directly responsible to the Board for the entire administration of the College. The President shall have the authority to negotiate and execute contracts or agreements, excluding Collective Bargaining Agreements and those contracts which are within the parameters of the operating budget of the College once that budget has been approved by the College’s Board of Trustees and the County of Erie.

B. The President serves at the pleasure of the Board of Trustees and according to the terms of contract with the Board.

C. The President shall attend all meetings of the Board, except those involving his/her personal position as President, if so excluded by the Board.

D. The President shall be responsible for the conduct and operation of the College and for the administration and supervision of all departments.

E. The President shall prepare the annual budget of the College.

F. The President shall be responsible for the safety, proper care and use of all College property.

G. The President shall keep the Board of Trustees informed on the status of the College budget and the administration of any College funds and exercise necessary control to assure that the expenditures are in accordance with College policy.

H. The President may delegate authority and responsibility for directing special areas of operation of the College to other employees; however, the President alone is responsible to the Board.

I. The President shall organize the College for effective operation, providing for continuous improvement planning, periodic reviews, critical evaluation, and
establishing procedures and responsibilities for staff participation in College affairs.

J. The President shall be responsible for the appointment of all College personnel.

K. The President shall, in consultation with the Chair of the Board, be responsible for developing an agenda for Board meetings.

L. The President shall prepare an annual report on the programs and operations of the College.

M. The President shall ensure provision of adequate insurance coverage for the College and/or an adequate risk management program.

N. The President may confer acknowledgements of recognition to worthy individuals for services to the College and so inform the Board.

SECTION 2: BOARD – PRESIDENT RELATIONS

A. The President shall be the official through whom the Board carries out its program and exercises its control.

B. The President shall be the official channel of communication between the College staff and the Board of Trustees.

C. The President shall keep the Board informed concerning trends in higher education that may affect the College and make appropriate recommendations accordingly.

D. Members of the Board of Trustees will immediately refer to the Office of the President for consideration and possible action any important inquiries or complaints that are raised directly with an individual Trustee regarding the operation of the College.

E. Members of the Board of Trustees who are seeking data, records or other materials or information from the College administration will submit a written request to the Board Chair or to the President. Inquiries received by Board members from College employees, students or members of the public shall be referred to the President by Trustees.

F. The President shall respond to written requests from members of the Board of Trustees in writing within 10 business days of receipt of the Trustees’ written request.
ARTICLE III

AMENDMENTS

SECTION 1: AMENDMENT

A. The Bylaws of the Erie Community College Board of Trustees may be amended by a vote of six (6) trustees present at a meeting of the Board of Trustees provided prior notice of said meeting and the proposed amendment shall have been delivered to all members of the Board at least one (1) month prior to said meeting. Such prior notice may be waived if all members of the Board of Trustees consent thereto at or prior to such meeting and said written waiver shall be appended to the minutes of said meeting.

As adopted and amended on:

November 16, 1953
February 21, 1973
April 21, 1981
September 15, 1982
October 20, 1982
October 26, 1983
February 25, 1998
May 30, 2001
August 29, 2001
November 28, 2001
December 19, 2001
June 25, 2003
March 1, 2006
December 15, 2010
February 29, 2012
May 29, 2013
May 28, 2015
June 28, 2018
April 25, 2019
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ARTICLE I
ORGANIZATION

SECTION 1: NAME AND PURPOSE

A. The official name of the Community College in Erie County shall be “SUNY ERIE COMMUNITY COLLEGE” hereinafter referred to as the “College” or “SUNY ECC”. The Board of Trustees of the College shall be referred to hereinafter as the “Board.” SUNY ECC is governed, operated and administered by the Board of Trustees in accordance with, and subject to, the provisions of Article 126 of the New York State Education Law.

B. The chief purpose of the Board shall be that of establishing policy governing the College. Under its authority established by the Education Law of the State of New York, the Board of Trustees delegates to the President of the College responsibility for the administration of the College.

SECTION 2: MEMBERSHIP

A. The Board of Trustees shall be comprised of ten members: five of whom shall be appointed by the local sponsor, the County of Erie, four of whom shall be appointed by the Governor of the State of New York, pursuant to the New York State Education Law and one member shall be elected annually from the students of the College pursuant to the New York State Education Law. The student trustee must be a registered student of SUNY Erie Community College and in good academic standing during his/her term of office.

B. The membership of the SUNY Erie Community College Board of Trustees shall be comprised of representatives from the sponsorship area, Erie County, excepting the student trustee.

C. The term of office for members of the Board of Trustees (except for the student trustee) shall be determined in accordance with Section 6306, Subdivision 1 of the Education Law. There shall be no limit to the number of terms that a person may serve as a Trustee. Vacancies on the Board shall be filled for the unexpired term of the person who left the Board in the same manner as the original appointments were made by the appointing authority responsible for such appointments; i.e. the unexpired term of a Governor's appointee will be filled by another Governor's appointee, the unexpired term of a local sponsor appointee will be filled by another local sponsor appointee.

D. It is the responsibility of the individual trustee to:

1) Recognize that only the Board of Trustees by formal action can make commitments of any kind binding on SUNY Erie Community College;
2) Clearly state to those with whom s/he discusses College matters or policies, when s/he is expressing opinions as an individual citizen and when s/he is expressing officially approved policies of actions of the Board;

3) Make no announcement of nor to give any information about action taken by the Trustees until such action has been communicated by the Chair of the Board and the President through regular official channels;

4) Convey to the President for consideration and possible action any important inquiries or complaints that are raised directly with an individual trustee regarding the operation of the College;

5) Keep confidential all matters discussed in Executive Session as required by Open Meetings Law and consistent with the Trustees’ fiduciary duty to the College;

6) Make decisions which give priority to the students and support the College and its mission;

7) Enhance the College through personal effort, either directly or indirectly, in business, social, professional and personal relationships;

8) Make decisions which are responsive to the geographic distribution and social, ethnic and economic interests of the community;

9) Be enthusiastic in the work of the Board and keep well informed on matters pertaining to the community college field;

10) Fulfill the responsibilities of the position without regard to prejudice or partisanship; and

11) Act in good faith and avoid situations leading to conflicts of interest.

SECTION 3: MEETINGS

A. The Board of Trustees shall meet regularly on such a day, at such a time and at such a location as announced by the Chair. The schedule of regular meetings shall be established for an academic year period at a meeting prior to each year’s annual meeting.

B. The annual meeting of the Board shall be the regular meeting held during the month of September of each year. The biennial election of officers shall take place at this meeting.

C. Special meetings of the Board shall be held at the call of the Chair or at the call of three members by contacting the Chair, provided that written notice of such special meetings shall be given not less than forty-eight hours in advance, and shall state the matters to be considered. Other matters may be considered at said meetings, only with the consent of a majority of the members of the Board of Trustees present at such meeting and with the approval of the Chair. No other matters shall be voted upon except for those matters published in the written notice. The presence of six (6) trustees or a majority of filled Trustee positions at any regular or special meeting of the Board shall constitute a quorum for the transaction of business; the affirmative vote of six (6) voting members of the Board or a majority of members of the Board present at the meeting shall decide any issue. Trustees may attend meetings and vote by videoconferencing.
D. The President of the College, or his/her designee, shall attend all meetings of the Board of Trustees.

E. It is expected that all Trustees shall attend all regular meetings of the Board. A Trustee who cannot attend a meeting shall so notify the Secretary of the Board or the President’s Office. The failure of an officer to attend three consecutive regular meetings of the Board shall be deemed to be a vacancy in that office of such officer. An office on the Board may be declared vacant when it appears that the person holding the office is not capable for any reason of continuing to fulfill the responsibilities thereof.

F. The business of the Board and the conduct of its meetings shall be in accordance with Article 7 of the New York State Public Officers Law governing open meetings. As such, Executive Sessions may only be held for the discussion of certain matters as outlined in New York Public Officers Law section 105. The Board shall go into Executive Session upon a majority vote of members present and constituting a quorum, taken in an open meeting pursuant to a motion identifying the general area or areas of the subject or subjects to be considered. The Board may conduct an executive session, not open to the general public. The motion shall identify the area(s) to be considered and shall be so recorded in the minutes. When the Executive Session is complete, the Board shall return to regular session prior to adjournment. Minutes must record Board actions taken during Executive Session, but not the discussion regarding their matters. Board members are obligated to maintain the confidentiality of matters discussed during Executive Session and of any confidential or privileged documents. No Executive Session shall be held without the President in attendance, unless the issues to be discussed are specifically about the President (i.e., evaluation of presidential performance, discussion of alleged wrongdoing by the President, et cetera) or any other specifically articulated purpose necessitating his/her exclusion.

G. All meetings will be conducted using Roberts Rules of Order, newly revised, unless otherwise noted in these Bylaws.

H. Individuals and delegations are welcome to attend any regular or special Board of Trustees meeting. Individuals who wish to address the Board shall inform the Chair at least seven (7) days prior to the meeting of the desire to speak, and of the subject to be addressed. The Chair shall review such request and determine if said person will be permitted to address the Board. The Secretary of the Board will notify the individual or delegation whether he or she will be permitted to address the Board and any time limit imposed by the Chair, if applicable.
I. The President of the College, in consultation with the Chair of the Board, shall prepare an agenda with necessary supporting reports and documents for each meeting. The agenda, with supporting materials, shall be delivered to individual Board members upon request to the President’s Office and available for each member of the Board in electronic form seven (7) days prior to the day of a meeting. The agenda may be modified by a majority vote of the Trustees in attendance.

J. The Chair shall preside at all meetings and decide all questions of order subject to appeal by a member. In the absence of the Chair, the Vice Chair shall preside. In the absence of the Vice Chair, the Secretary shall preside.

SECTION 4: DUTIES OF THE BOARD

A. The duties of the Board of Trustees shall be as follows:
   1) To appoint the President (permanent, acting or interim), subject to the approval of the State University Trustees, execute an employment contract with the President, establish the conditions of her/his employment (including compensation and benefits) and assess the performance of her/his office annually;
   2) To approve the mission, goals and objectives of the College;
   3) To approve curricula and the educational program of the College;
   4) To approve the policies which guide the operations of the College;
   5) Assess overall performance of the College;
   6) Upon the recommendation of the President, approve the annual operating budget for submission and approval of the local sponsor and the State University of New York;
   7) To set tuition and fees;
   8) To approve sites and temporary and permanent facilities and exercise the power to lease, sell or otherwise acquire any property it considers necessary for the operation of the College, subject to the laws of New York State;
   9) To discharge such other duties as may be appropriate and necessary for the effective operation of the College, subject to the laws of New York State; and
   10) Upon the recommendation of the President, to designate the names of facilities.

SECTION 5: OFFICERS

A. The officers of the Board of Trustees shall consist of a Chair, Vice Chair and Secretary.

B. On a biennial basis, the officers of the Board shall be nominated by the Nominations Committee and elected by the Board of Trustees at the annual meeting.
C. The officers of the Board of Trustees shall be elected to serve for a term of two (2) years and may be re-elected to serve an additional two year term either consecutively or non-consecutively. The terms of the office of the elected officers of the Board shall commence on the first day of the month following the annual meeting at which their election took place. In the event of a vacancy, the Nominations Committee shall meet within thirty (30) days of said vacancy and, at the next regularly scheduled meeting of the Board, propose a name or names upon which the Board shall act to fill the vacancy.

SECTION 6: DUTIES OF OFFICERS

A. The Chair of the Board of Trustees shall:
1) Preside at all meetings of the Board and shall be an ex-officio member of all standing and ad hoc committees other than the Nominations Committee;
2) Appoint all standing and ad hoc committees;
3) Preside at all official functions of the College appropriate to such office such as commencement and other special events;
4) Participate in the conferring of degrees/certificates upon those students who have been so recommended by the faculty and approved by the Board of Trustees; and
5) With the President of the College, meet with the Erie County Legislature and/or committees thereof when action or resolution is necessary for the operation of the College – generally, this shall include budget actions and capital construction resolutions.

B. The Vice Chair shall assist the Chair in the performance of his/her duties and shall assume the duties of the Chair in his/her absence. In addition, the Vice Chair, in the absence of the Chair, shall be an ex-officio member of committees.

C. The Secretary, with the assistance of the staff of the President’s Office Assistant to the Board of Trustees, shall keep minutes of all Board meetings and perform all of the usual duties connected with the Secretary’s office, including the transmitting of meeting notices to members of the Board, providing the Deputy to the Chancellor of the State University of New York with copies of Board minutes, and where necessary, providing copies of minutes to other appropriate government agencies. The Secretary of the Board shall be the custodian of the Seal of the College and shall be authorized by the Board to affix said seal to any instrument duly authorized to be executed by the College requiring the Corporate Seal.

D. In such case when the Chair and Vice-Chair shall not attend at the time appointed for any meeting of the Board of Trustees, the Secretary shall call the roll and, on the appearance of a quorum, shall call the Board of Trustees to order when a Chair pro tempore shall be appointed to the Board of Trustees for that meeting.
or until the appearance of the Chair or Vice-Chair. The Chair pro tempore shall be elected by a majority vote of those board members constituting a quorum.

SECTION 7: COMMITTEES

A. The Board of Trustees may have standing or ad hoc committees as announced by the Chair. Each Trustee shall be expected, at minimum, to Chair either one (1) Standing Committee of the Board, or to Chair one (1) Ad Hoc Committee and also be a member of another Standing or Ad Hoc Committee. Board members who do not Chair a Standing or an Ad Hoc Committee are expected to be a Committee Member for three (3) Committees, either Standing or Ad Hoc. If current Trustees are unavailable to chair a particular committee, the Board Chair may appoint a former Trustee to serve as Committee Chair. Committee Members may be non-Trustees, annually appointed by the Committee Chair. The Chairman of the Board of Trustees and the President shall be ex officio members of all committees of the Board except the Nominations Committee and as such may attend all meetings and conferences of any Committee in an advising capacity. Any Trustee shall have the right to be present at any Committee Meeting activity if s/he so indicates such preference, in which case, s/he shall be given the same notices and information as the Committee members. Such Trustee shall be non-voting for Committee actions. All Board committees are established solely for the purposes of conducting studies, making recommendations, reporting, informing, and advising the Board on matters pertaining to the operation of the College and other legal functions of the Board. No Committee shall have any supervisory, administrative or executive functions and shall not interfere with and shall not usurp or duplicate function under the control or responsibility of the President, executive personnel or the Board of Trustees. Ordinarily a Committee shall seek the first-hand, detailed knowledge required by the Board in performing its functions and making its decisions, and shall communicate its findings to the Board.

B. Meetings of Committees. Regular meetings of the Committees of the Board of Trustees shall be held in the Board Room on the College campus on such a day at such a time as announced by the Committee Chair. The Chair of any Committee may call such additional meetings as may be necessary to accomplish the work of the Committee. Committee members shall be given at least six (6) days’ notice by telephone, regular mail or email, and the Chair, Vice Chair and Secretary of the Board shall also be given such notice.

1) The members of each Committee present at a Committee meeting shall constitute a quorum for the receipt of information, and the affirmative vote of a majority of the members present shall decide any questions.

2) Where it is anticipated that a quorum of the entire Board will be present, meetings of Committees shall be held in accordance with the Open Meetings Law.
3) Committees shall submit such reports and recommendations as are appropriate to the Board for Board Action. Except as specified, each Standing Committee shall have full power to prescribe its own approach and procedures for resolving Committee action and fulfilling its responsibility.

4) The Committee Chair shall report the findings and recommendations to the Board.

5) The Standing Committees of the Board shall be as follows: Financial Health; Policy & Governance; Advancement; Strategic Planning and Assessment; and Student Success & Diversity. Budget and Audit Committee, Policy and Governance Committee, Strategic Planning and Assessment Committee and Student Success Committee. The Chair, in his or her discretion, may determine the need of Standing Committees to meet and report.

C. The Nominating Committee shall consist of more than one Board member approved by the Board. A member of the Nominating Committee may not self-nominate for a position of officer.

SECTION 8: LEGAL RESPONSIBILITIES/INDEMNIFICATION

A. The Trustees of SUNY Erie Community College accept all legal responsibilities and regulations concerning Trustees of community colleges as set forth in New York State Education Law, Article 126, Section 6306, and other pertinent sections of this Article.

B. Attorneys, such as for collective bargaining purposes, among others, may be engaged for specific purposes, in accordance with the provisions of New York State Education Law, Article 126.

C. Trustees shall be defended and indemnified in their official acts on behalf of the College as per article 126, Section 6308, of New York State Education Law.

SECTION 9: SERVICES

A. Members of the Board of Trustees shall receive no compensation for services performed on behalf of the College.

B. Members of the Board of Trustees shall be reimbursed for expenses actually and necessarily incurred by them in the performance of their duties to the College.

SECTION 10: CODE OF ETHICS & CONFLICT OF INTEREST

A. Members of the Board of Trustees shall abide by the same standards expressed in the statutes governing ethics and conduct and the rules for conflict of
interest set forth in General Municipal Law Sec. 801 and the Code of Ethics adopted by the Board of Trustee as it may be amended from time to time.

B. SUNY ECC may adopt specific ethics standards and additional conflicts of interest policies in addition to those outlined in Section 10A.

ARTICLE II
ADMINISTRATION

SECTION 1: OFFICE OF THE PRESIDENT

A. The President shall be the chief executive officer of the College and shall be directly responsible to the Board for the entire administration of the College. The President shall have the authority to negotiate and execute contracts or agreements, excluding Collective Bargaining Agreements and those contracts which are within the parameters of the operating budget of the College once that budget has been approved by the College’s Board of Trustees and the County of Erie.

B. The President serves at the pleasure of the Board of Trustees and according to the terms of contract with the Board.

C. The President shall attend all meetings of the Board, except those involving his/her personal position as President, if so excluded by the Board.

D. The President shall be responsible for the conduct and operation of the College and for the administration and supervision of all departments.

E. The President shall prepare the annual budget of the College.

F. The President shall be responsible for the safety, proper care and use of all College property.

G. The President shall keep the Board of Trustees informed on the status of the College budget and the administration of any College funds and exercise necessary control to assure that the expenditures are in accordance with College policy.

H. The President may delegate authority and responsibility for directing special areas of operation of the College to other employees; however, the President alone is responsible to the Board.

I. The President shall organize the College for effective operation, providing for continuous improvement planning, periodic reviews, critical evaluation, and
establishing procedures and responsibilities for staff participation in College affairs.

J. The President shall be responsible for the appointment of all College personnel.

K. The President shall, in consultation with the Chair of the Board, be responsible for developing an agenda for Board meetings.

L. The President shall prepare an annual report on the programs and operations of the College.

M. The President shall ensure provision of adequate insurance coverage for the College and/or an adequate risk management program.

N. The President may confer acknowledgements of recognition to worthy individuals for services to the College and so inform the Board.

SECTION 2: BOARD – PRESIDENT RELATIONS

A. The President shall be the official through whom the Board carries out its program and exercises its control.

B. The President shall be the official channel of communication between the College staff and the Board of Trustees.

C. The President shall keep the Board informed concerning trends in higher education that may affect the College and make appropriate recommendations accordingly.

D. Members of the Board of Trustees will immediately refer to the Office of the President for consideration and possible action any important inquiries or complaints that are raised directly with an individual Trustee regarding the operation of the College.

E. Members of the Board of Trustees who are seeking data, records or other materials or information from the College administration will submit a written request to the Board Chair or to the President. Inquiries received by Board members from College employees, students or members of the public shall be referred to the President by Trustees.

C.F. The President shall respond to written requests from members of the Board of Trustees in writing within 10 business days of receipt of the Trustees’ written request.

ARTICLE III
AMENDMENTS

SECTION 1: AMENDMENT

A. The Bylaws of the Erie Community College Board of Trustees may be amended by a vote of six (6) trustees present at a meeting of the Board of Trustees provided prior notice of said meeting and the proposed amendment shall have been delivered to all members of the Board at least one (1) month prior to said meeting. Such prior notice may be waived if all members of the Board of Trustees consent thereto at or prior to such meeting and said written waiver shall be appended to the minutes of said meeting.

As adopted and amended on:

November 16, 1953
February 21, 1973
April 21, 1981
September 15, 1982
October 20, 1982
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August 29, 2001
November 28, 2001
December 19, 2001
June 25, 2003
March 1, 2006
December 15, 2010
February 29, 2012
May 29, 2013
May 28, 2015
June 28, 2018
March 28/April 25, 2019
Committee Meeting: Policy & Governance Committee  
Date: March 8, 2019

Committee Chair: Kathleen Masiello

New or Edited: Edited Athletics

**POLICY NAME:** Athletic Participation Policy

**POLICY TYPE:** Managerial

**SUBMITTED BY:** Steven Smith, VP for Enrollment Management

**ISSUE OR STATEMENT OF PURPOSE:**
To provide guidelines for athletic funding and participation.

**NEW OR EDITED POLICY:** Edited. Athletics, last updated 10/26/17

Students who wish to participate in athletics at SUNY Erie Community College must meet the eligibility requirements as outlined in the College Catalog and Student Handbook which was established by Student Services and the Board of Trustees and must adhere to the Departments Code of Student Athlete Conduct for each sport program, for each semester of participation.

Student athletes participating at the intercollegiate level in any of the National Junior College Athletic Association (NJCAA) certified sports must be eligible to compete based on the requirements set forth by SUNY Erie Community College and the NJCAA. Student athletes are required to follow the SUNY Erie Community College Code of Student Conduct as well as Rules of Conduct established by the NJCAA.

Students in leadership positions will sign a release allowing their grades to be used to determine eligibility and for advisement purposes by College Counselors and Mentors. Student athletes will sign a NJCAA Eligibility Form giving the College permission to release his/her transcripts to the NJCAA; and allowing their grades to be used to determine eligibility and for advisement purposes by College and Department Mentors.

SUNY Erie is committed to the National Junior College Athletic Association Position Statements on Gender Equity, Substance Use and Abuse, Safety, and Coaching and Athletic Administrator Ethics which support the physical, mental, and academic wellbeing of our student athletes. We strive to create an environment where student athletes are able to fulfill their academic and athletic potential, and reach their goals.

**DOES IT SUPERCEDE A POLICY/WHICH ONE:** Yes. Athletics, last updated 10/26/17.
POLICY NAME: Athletics Participation Policy - Continued

POLICY COMMITTEE RECOMMENDED ACTION:
Policy & Governance Committee recommends the Board of Trustees accept this Managerial policy under the Committee Briefings, Policy & Governance Committee. This Policy supersedes all prior policies/procedures and practices related to Athletics.

POLICY & GOVERNANCE COMMITTEE MEMBERS PRESENT:
Trustee Kathleen Masiello, Provost and Executive Vice President Douglas Scheidt, Executive Vice President for Administration and Finance Penelope Howard, VP Human Resources, Equity and Inclusion Tracey Cleveland (by phone), Vice President of Enrollment Management Steven Smith, Director of Registrar Paul Lamanna, Dean of Liberal Arts and Sciences Joanne Colmerauer, Dean of Liberal Arts and Sciences Jamie Smith, Professor and College Senate Representative Michael Delaney, Dean of Students Jason Perri

DATE OF BOARD ACCEPTANCE: Anticipated April 25, 2019

POLICY & GOVERNANCE COMMITTEE TEAM FOLLOW-UP:
Following Trustee acceptance, this Managerial policy will be included in the SUNY Erie Community College Managerial Policy Manual.

INFORMATION/INPUT CONSIDERED DURING POLICY COMMITTEE DELIBERATIONS:
The Policy has been reviewed and discussed at the Policy & Governance Committee meeting of March 8, 2019.
**POLICY NAME:** Advisory Groups Policy  

**POLICY TYPE:** Managerial  

**SUBMITTED BY:** Dr. Jamie Smith, Dean of Liberal Arts and Science  

**ISSUE OR STATEMENT OF PURPOSE:** To establish guidelines to assist SUNY Erie in the establishment, membership and procedures of advisory groups.  

**Need for Advisory Groups:**  
Advisory Groups exist to provide support to internal committees, external agencies and the college community and help demonstrate how the College is meeting needs and appropriately working to advance SUNY Erie’s mission.

Advisory Groups are mandated by some accreditors, such as the Accreditation Board for Engineering and Technology (ABET), and they serve as solid support of curriculum and policy development to others, such as Middle States Commission on Higher Education (MSCHE). In addition, the use of Advisory Groups are referenced in State University of New York (SUNY) and New York State Education Department (NYSED) guidelines.

**CORRECTIVE ACTION PLAN RECOMMENDATION (if any):** N/A  

**NEW OR EDITED POLICY:** Edited Policy IV-B-6 College Curriculum Advisory Council  

All SUNY Erie Advisory Groups will adhere to the Required Procedures included in Exhibit B.

SUNY Erie recognizes that Advisory Groups serve to guide the institution at various levels, including but not limited to academic programs and curriculum development, Student Affairs programs, administration and the Board of Trustees. SUNY Erie recognizes various types of advisory groups including Advisory Councils, Steering Committees and Task Forces. (See Exhibit A for additional information.) SUNY Erie will align its Advisory Groups with those listed in the SUNY Chancellor’s Memorandum dated January 12, 2016, which cites Chapter 50 of the Laws of New York.

Chapter 50 will serve as the basis by which SUNY Erie Advisory Groups are governed, except when stricter criteria is required by accreditation agencies. Criteria of accrediting bodies must be updated and on file with Human Resources by the entity that the Advisory Group supports.
To align with the guidelines set forth in Chapter 50, SUNY Erie Advisory Groups will:

- Establish a chair, as required by this policy;
- Serve terms designated by the SUNY Erie entity which the body serves; and
- Be responsible for communicating the Advisory Group’s approved recommendations with the appropriate entities of the institution through the sharing of minutes.

Academic Advisory Councils will meet the procedures developed by SUNY Erie Community College and will be regulated by SUNY Erie’s Office of the Provost. Documentation of minutes and a roster of members will be submitted annually, and within 45 days of a meeting to the academic dean with updates submitted as necessary and housed in the Office of the Provost.

DOES IT SUPERSEDE A POLICY/WHICH ONE: Supersedes Board Policy: IV-B-6

POLICY COMMITTEE RECOMMENDED ACTION:

Policy Committee recommends the Board of Trustees accept this Managerial policy under the Committee Briefings, Policy & Governance Committee. This Policy supersedes all prior policies/procedures and practices related to Advisory Councils.

POLICY COMMITTEE MEMBERS PRESENT:

Trustee Len Lenihan, Trustee Kathleen Masiello, Provost and Executive Vice President Douglas Scheidt, Executive Vice President for Administration and Finance Penelope Howard, VP Human Resources, Equity and Inclusion Tracey Cleveland, Vice President of Enrollment Management Steven Smith, Vice President of Student Affairs Nora Clark, Director of Registrar Paul Lamanna, Dean of Liberal Arts and Sciences Joanne Colmerauer, Dean of Liberal Arts and Sciences Jamie Smith, Chief Diversity Officer Tracy Archie and Dean of Students Petrina Hill-Cheatom

DATE OF BOARD ACCEPTANCE: Anticipated April 25, 2019

POLICY COMMITTEE TEAM FOLLOW-UP:
Following Trustee acceptance, this Managerial Policy will be included in the Erie Community College Managerial Policy Manual.

INFORMATION/INPUT CONSIDERED DURING POLICY COMMITTEE DELIBERATIONS:

- Accreditation Board for Engineering and Technology (ABET)
- SUNY Chancellor Memorandum dated January 12, 2016
- Chapter 50 of the Laws of New York
The Policy has been reviewed and discussed at the Policy & Governance Committee meeting of December 14, 2018, February 8, 2019 and March 8, 2019.
OPERATING AGREEMENT ("Agreement") effective this ___day of ______, 2019, by and between SUNY ERIE COMMUNITY COLLEGE, a community college established and organized pursuant to Article 126 of the Education Law of the State of New York, with its principal offices located at 121 Ellicott Street, Buffalo, New York 14203, hereinafter referred to as the "College," and the ERIE COMMUNITY COLLEGE FOUNDATION, INC., a New York not-for-profit corporation, having its principal place of business located at 121 Ellicott Street, Buffalo, New York 14203, hereinafter referred to as the "Foundation."

WHEREAS, the Foundation has been established as an independent, tax-exempt corporation formed under the New York State Not-For-Profit Corporation Law, principally to support the College by serving as a means of receiving and managing gifts and making these revenues available to the College for approved programs and activities; to promote College alumni relations including the operation of an Alumni Office; provide scholarship support for students; solicit philanthropic gifts to support professional development of College faculty and staff; to undertake capital campaigns to support College renovations and new construction; and

WHEREAS, the parties desire to enter into an agreement setting forth the terms under which the Foundation will provide support for the benefit of the College, and the College will provide certain resources for use by the Foundation; and

WHEREAS, the Parties acknowledge that it is the goal and intent of this Agreement that the activities of the Foundation and the relationship of the Foundation and the College conform to the "Foundation Guidelines" as established by the Board of Trustees of the State University of New York as of the date of this Agreement and as amended during the term of this Agreement; and

WHEREAS, the Foundation has amended its Certificate of Incorporation (a copy of which amendment is attached hereto as Exhibit A) and Bylaws (a copy of which are attached hereto as Exhibit B) in furtherance of the goals and intent of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is expressly acknowledged, the parties hereto agree as follows:

1. The Foundation is authorized to and shall conduct those services and activities enumerated in Exhibit C (the “Activities”), exclusively for the benefit of the College. Prior to engaging in any activities, which are not in furtherance of the enumerated Activities, the Foundation and the College will amend this agreement by adding such Activities to Exhibit C. In planning and managing its fundraising activities and expenditures, the Foundation shall be guided by the College’s annual budget and a priority list presented by the College president.

2. The Parties acknowledge that the Foundation and the College, including the College, are independent entities and that neither is authorized to make any commitment or incur any expense or liability on behalf of the other without written authorization. Without limiting the
foregoing, where Foundation funds are to be expended on College property, using College employees or equipment and under such circumstances as will require reciprocal or collateral College involvement and financial obligation, the prior approval of the College president shall be secured. Funds accepted by the College president shall be for College purposes that will not commit the College to assume financial responsibility at any time, unless such a commitment has been agreed upon by the appropriate officials of the College prior to the acceptance of the funds. Capital construction activities on College property supported in whole or in part by Foundation funds shall follow all applicable College and State laws, rules, regulations and procedures.

3. The Foundation shall provide to the College president a copy of its CHAR 500 and audited financial statements within ten (10) business days of the same being completed. The Foundation shall provide the College president with a copy of each Foundation directors and key person’s annual conflict of interest disclosure statement.

4. The College Board of Trustees and the Foundation Board of Directors shall meet together annually in May of each year during the term of this Agreement to discuss joint goals and objectives in furthering the purposes of this Agreement.

5. (A) The College, in accordance with the terms and conditions of this agreement, shall make available to the Foundation the facilities, personnel, equipment and other support, goods and services (collectively “College Support”) designated in Exhibit D, attached hereto and made a part hereof. Any changes to the College Support shall be made by written mutual consent of College and the Foundation, a copy of which shall be filed with the College Chief Financial Officer. Any reimbursement to the College by the Foundation for the College Support shall be consistent with the Foundation approved annual budget and the terms indicated on Exhibit D. The parties acknowledge that any College officer or employee that is tasked to Foundation Activities is ultimately accountable to the College’s institutional needs and budget, terms and conditions of employment, organizational chain of command, and disciplinary and termination procedures. The College president will advise the Foundation’s Executive Committee of any material change in the personnel principally assigned to the Foundation or principally engaged in Activities at least five (5) calendar days prior to such change being implemented (which shall include informing the affected employee of such change) in order to allow for response and comment by the Foundation’s Executive Committee regarding such change; provided, however, that the parties acknowledge that (i) such change is not subject to mutual consent, (ii) such information will be kept strictly confidential by the Foundation’s Executive Committee, and (iii) exceptional circumstances that affect the integrity of the College may require the College president to forego or shorten the timeframe of this process.

(B) The Foundation shall employ a person with the requisite skills and experience in the position of ______________. Such person shall not be deemed a College employee and the Foundation shall be solely responsible for salary, fringe benefits, payroll taxes, withholding, disability, workers compensation and unemployment insurance with respect to such person.
6. The Foundation shall take good care of the property set forth in Exhibit D and shall maintain it in a clean, sanitary and orderly condition. The College shall keep such specified premises in good repair and make all necessary capital improvements in order to comply with all applicable federal, state and municipal health and safety codes. Any alteration or improvement to the premises, fixtures, or replacement equipment that may be paid for by the Foundation shall become the property of the College. Upon removal from the premises, the Foundation shall return the equipment and facilities provided hereunder in good and clean condition.

7. The College may supply all ordinary and necessary utilities for the premises identified in Exhibit B or used by the Foundation in furtherance of Activities. Any reimbursement to the College by the Foundation for utilities shall be consistent with the Foundation approved annual budget and the terms indicated on Exhibit D.

8. The parties acknowledge that the Foundation is the primary not-for-profit charitable entity to assist the College in its fundraising needs. To the extent practicable, the College will cause fundraising revenue received by other College-associated entities for College-related objectives to be held by and disbursed by the Foundation as restricted funds consistent with the objectives of such third-party fundraising and subject to applicable law.

9. The College hereby grants the Foundation a non-exclusive right to use its name and marks in furtherance of the Activities and for no other purpose.

10. If the College shall make available to the Foundation records and information concerning students and alumni, it shall be strictly in accordance with the requirements of the Family Educational Rights and Privacy Act of 1974 and regulations promulgated thereunder ("FERPA"). Such records and information shall be maintained by the Foundation in accordance with FERPA, in good condition and shall not be released to other organizations without the written permission of College.

11. (A) The Foundation will be provided with and will adhere to the College’s Information Security Program as may be adopted from time to time pursuant to the requirements of the Gramm-Leach-Bliley Act (P.L. 106-102) and the Federal Trade Commission’s Safeguards Rule (16 CFR Part 314) with respect to any customer information received by the Foundation from the College. Customer information is defined as “any record containing nonpublic personal information as defined in 16 CFR §313(n)” (the FTC’s Privacy Rule) “about a customer of a financial institution, whether in paper, electronic, or other form” (16 CFR §314.2). Examples of nonpublic personal customer information include, but are not limited to, name, address, phone number, social security number, bank and credit card account numbers and student identification numbers.

(C) The Foundation shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). The Foundation shall be liable for the costs associated with any breach of these provisions if caused by the negligent or willful acts or omissions of the
Foundation or its agents, officers, employees, or subcontractors, other than those who are College directors, officers or employees.

(D) If the Foundation sub-contracts with a third party for any of the services that it is required to undertake in furtherance of this agreement, the Foundation must ensure that such third parties implement practices which protect nonpublic personal information of students and/or College customers which they receive, maintain, process or otherwise are permitted access.

(E) If the Foundation maintains its own computer network, the Foundation agrees to maintain network security that conforms to generally recognized “Industry Standards” and best practices that the Foundation applies to its own network. Generally recognized industry standards include but are not limited to the current standards and benchmarks set forth and maintained by the Center for Internet Security (see http://www.cisecurity.org) or Payment Card Industry/Data Security Standards (PCI/DSS) (see http://www.pcisecuritystandards.org).

12. The Foundation shall be solely responsible for compliance with all applicable laws, rules, orders, regulations and requirements of federal, state and municipal governments applicable to its operation.

13. (A) The Foundation shall defend, indemnify and hold harmless the College and the County of Erie from and against claim, damage, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or occasioned by any act, neglect or omission of the Foundation, its officers, employees or agents or its affiliates or sub-contractors, other than those caused or undertaken by persons serving as directors or officers of the Foundation by reason of their status as a director, officer or employee of the College.

(B) In the event any damage or injury is caused to the equipment or facilities provided by College hereunder, by the negligence or improper conduct of the Foundation, its agents, subcontractors or employees, the Foundation shall cause the said damage or injury to be repaired as speedily as possible at its own cost and expense. Notwithstanding the above, to the extent loss is due to the negligence of College, its officers or employees, the Foundation shall be relieved of its responsibility for replacement or repair.

(C) In no event shall anything contained in this agreement be deemed to impose liability of any nature upon the Foundation for loss or damage to persons or property, to the extent caused by the College, its officers or employees or by any third party over which the Foundation exercises no control.

(D) The Foundation shall maintain general liability insurance in forms and amounts acceptable to the Erie County Attorney and shall name the College and Erie County as an additional named insured in such policies.

14. This agreement does not create the relationship of landlord and tenant between the Foundation and College regarding the use of College facilities.
15. The term of this Agreement shall commence as of _________, 2019, and shall continue through December 31, 2024. In the event either party alleges that there has been a material default or breach of the Agreement by the other party, this Agreement may be terminated on ninety (90) days prior written notice, during which period both parties shall make good faith efforts to resolve their differences, including the use of a mediator mutually selected and jointly paid for by the parties. This Agreement shall continue during the pendency of any such mediation but not for any period longer than twelve months. Upon termination of this Agreement, the Foundation shall promptly proceed to dissolve itself and to transfer its assets to the College as permitted by law.

16. Any notice to either party 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 THE COLLEGE:

TO THE FOUNDATION:

Or to such persons as may be hereafter designated by notice. Any notice served or mailed hereunder shall be effective as of the date of service thereof if served personally, or as of the date of receipt thereof if mailed.

17. This agreement constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this agreement are hereby superseded.

18. The parties agree that any amendment to this agreement or to any exhibit hereto will not become effective until it has received the approval of both the Erie County Attorney as to form and any other regulatory agencies when necessary.

IN WITNESS WHEREOF, the parties have entered into this agreement the day and year first above written.

Erie Community College Board of Trustees        Erie Community College Foundation, Inc.

By: ___________________________        By: ___________________________

Leonard Lenihan, Chairman        Mark Gaulin, Chairman
Erie Community College

By: ________________________________
    Dan Hocoy Ph. D., President

Dated: ____, 2019

Approved as to Form:

Date: ______________________________
EXHIBIT A

Amendment to Certificate of Incorporation
CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
ERIE COMMUNITY COLLEGE FOUNDATION, INC.

Under Section 803 of the
New York State Not-For-Profit Corporation Law

The undersigned, ________________, hereby certifies that he is the __________ of Erie Community College Foundation, Inc., a corporation organized and existing under the Not-for-Profit Corporation Law of the State of New York (“NPCL”), and does hereby further certify as follows:

1. The name of the corporation is Erie Community College Foundation Inc. (the “Corporation”).

2. The Certificate of Incorporation of the Corporation was filed with the New York Secretary of State on October 12, 1976 under Section 402 of the NPCL.

3. The Corporation is a corporation as defined in subparagraph (a)(5) of Section 102 of the NPCL.

4. The Certificate of Incorporation is hereby amended to effect the following changes therein authorized by Section 801 of the NPCL: amend Article 13 thereof, which provides for the distribution of assets upon the Corporation’s dissolution, by deleting Article 13 and replacing it in its entirety with the following new Article 13:

   “13. In the event of dissolution of the Corporation, all of the remaining assets and property of the Corporation shall, after payment of or due provision for all necessary expenses and liabilities thereof, be distributed to Erie County Community College, or such other organization with similar corporate mission and purposes of the Corporation as the Erie Community College Board of Trustees shall select, subject to such restrictions as may have been imposed by the donors of such property and assets and subject to such other approvals as may be required by law.

5. This Certificate of Amendment of the Corporation’s Certificate of Incorporation was authorized by the Unanimous written consent of the Corporation’s Board of Directors, in accordance with Section 802(a)(2) of the NPCL. The Corporation has no members.
6. The Secretary of State is hereby designated as agent of the Corporation upon whom process against it may be served. The address to which the Secretary of State shall forward copies of process accepted on behalf of the Corporation is: Erie Community College Community Foundation Inc., 121 Ellicott Street, Buffalo, NY 14203 Attn: President.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

[SIGNATURE PAGE TO FOLLOW.]
IN WITNESS WHEREOF, the undersigned has subscribed this Certificate of Amendment as of ________________ ____, 2019.

__________________________________________
By:
Title:
EXHIBIT B

Amended and Restated Bylaws

DRAFT 04/11/19

AMENDED AND RESTATED BY-LAWS

OF THE

ERIE COMMUNITY COLLEGE FOUNDATION, INC
1. Amended and restated by the resolution of the Board of Directors on __________________, 2019
ARTICLE 1: ORGANIZATION

Section 1. Name and Purpose:

a) The official name of the Corporation is the "Erie Community College Foundation" hereinafter referred to as the “Foundation.” The Board of Directors of the Foundation shall be referred to hereinafter as the “Board.” The Foundation is governed, operated and administered by the Board of Directors in accordance with, and subject to, the provisions of New York State Not-For-Profit Corporation Law (“NPCL”) and other applicable state and federal law.

b) The Foundation was established in 1987 and operates under an Operating Agreement with Erie Community College as approved by its Board of Trustees, as may be entered into from time to time.

c) The primary mission of the Foundation, is to support the educational objectives of the College including, but not limited to, fund raising on behalf of the College, development and financial management of scholarship programs for the students, soliciting philanthropic gifts to support professional development of faculty and staff, capital campaigns to support College renovations and growth, and maintaining an Alumni Office to enhance and expand alumni relations, consistent with the policies and objectives of the College as established by the College’s Board of Trustees.

Section 2. No Members: The Foundation shall not have members.

2. ARTICLE II. DIRECTORS

Section 1. Number. The affairs of the Foundation shall be managed by a Board of Directors (“Board”). Each Director shall be at least eighteen (18) years of age and shall be a resident of Erie County. The Directors shall be appointed or elected as follows:
a. The President of the College.

b. Not less than nine (9) and no more than forty-eight (48) Directors as the Board may by resolution determine by a majority vote of all of the Directors then in office, who shall be elected as provided for by these Bylaws (the “Elected Directors”), provided that (i) at least one of whom shall be a member and selected the College Board of Trustees during his or her tenure on the Board, and (ii) no decrease in the number of Elected Directors shall shorten the term of any incumbent Director.

c. Long standing members of the Board of Directors may be appointed by the Board to serve as Directors Emeritus at the pleasure of the Board. Directors Emeritus may serve on any committee other than the Executive Committee and may attend all meetings of the Foundation, including executive sessions, but shall only have voting powers on committees.

Section 2. Term of Office.

a. Elected Directors shall be elected by majority vote of all current Elected Directors on the recommendation of the Nominating Committee. Appended hereto is the list of current Elected Directors and their terms as of the adoption of these Amended and Restated Bylaws. An Elected Director shall serve a three (3) year term. If the Board fails to elect a Director to fill an existing seat as recommended by the Nominating Committee, the Elected Director holding such seat shall holdover in such seat until his or her successor has been elected. There are no term limits for Elected Directors.

b. Terms of office of Elected Directors shall be staggered so that approximately one-third of the Elected Directors are elected/re-elected annually.


a. To recognize that only the Board of Directors by formal action can make commitments of any kind binding on the Foundation,

b. To clearly state to those with whom he or she discusses Foundation or College matters or policies, when he or she is expressing opinions as an individual citizen and when he or she is expressing officially approved policies of actions of the Board;

c. To make no announcement of nor to give any information about action taken by the Board until such action has been communicated by the Chair of the Board and the ED through regular official channels;

d. To convey to the Chair of the Board for consideration and possible action any
important inquiries or complaints that are raised directly with an individual Director regarding the operation of the Foundation;

e. To keep confidential, all matters discussed in Executive Session consistent with the Directors’ fiduciary duty to the Foundation;

f. To make decisions which give priority to the donors, students, faculty and staff that support the Foundation and its mission;

g. To enhance the Foundation through personal effort and fundraising, either directly or indirectly, in business, social, professional and personal relationships;

h. To make decisions which are responsive to the geographic distribution and social, ethnic and economic interests of the college community;

i. To be enthusiastic in the work of the Board and keep well informed on matters pertaining to the Foundation's goals and objectives;

J. To fulfill the responsibilities of the position without regard to prejudice or partisanship; and

k. To act in good faith and avoid situations leading to conflicts of interest.

Section 6. Vacancies. Vacancies among the Elected Directors may be filled by a vote of a majority of the Elected Directors then in office. An Elected Director elected to fill a vacancy shall hold office until the next annual meeting at which the election of Directors is in the regular order of business and until his or her successor is qualified and elected.

Section 7. Selection of Directors. The Nominating Committee, shall nominate individuals for Elected Directorship on the Board in accordance with criteria set by the Board including expertise, geographic and ethnic diversity, and established interest in or support of the Foundation or the College.

Section 9. Powers of the Board. The Foundation shall be managed by its Board of Directors. The Board shall have the power to hold meetings at such times and places as it deems advisable, to appoint committees, to employ necessary employees, to authorize proper expenditures of funds and to take such other measures as may be necessary to carry out the purposes of the Foundation. In addition to the power and authority expressly conferred by these By-laws, the Board may exercise all lawful powers of the Foundation and do all lawful acts and initiatives not prohibited by statute, rule,
regulation, the Certificate of Incorporation or by these By-laws. The Directors shall act only as a Board, and individual Directors shall have no power as such.

**Section 10. Removal.** It is expected that all Directors shall attend all regular meetings of the Board. A Director who cannot attend a meeting shall so notify the Secretary of the Board or the ED. The failure of an Elected Director to attend three consecutive regular meetings of the Board without an excused absence shall be deemed to be a vacancy in that office of such Director. A seat on the Board may be declared vacant when it appears that the person holding the office is not capable for any reason of continuing to fulfill the responsibilities thereof. Any Elected Director may be removed for cause by majority vote of the Elected Directors present at any meeting of the Board at which a majority of the Elected Directors then in office are present.

**Section 11. Resignation of Director.** Any Director of the Foundation may resign by giving written notice to the Chair or Secretary of the Board. Such resignation shall take effect at the time specified therein, or, if no time is specified, on delivery.

**Section 12. Compensation.** No Director shall receive any compensation from the Foundation for services performed in his or her official capacity as a Director. Directors may be reimbursed for reasonable and necessary expenses incurred in the performance of their official duties. Nothing in this section shall prevent compensation to a person for services rendered to the Foundation as an employee or as otherwise engaged by the Foundation.

**Section 13. Leave of Absence.** Any Elected Director may request a leave of absence for up to one (1) year by requesting such in writing from the Executive Committee. A Leave of Absence does not extend the Director's term of office.

4. **ARTICLE III. MEETINGS OF DIRECTORS**

**Section 1. Annual Meeting.** The annual meeting of the Board shall be the regular meeting held in August or such other regular meeting as the Board shall designate.
Section 2. Regular Meetings. Regular meetings of the Board shall be held at least quarterly, at such time and place as shall be determined by the Board and the notice of meeting shall specify. The schedule of regular meetings shall be established for the fiscal year period at a meeting prior to each year's Annual Meeting.

Section 3. Special Meetings. Special Meetings of the Board may be called by the Chair of the Board or by at least one-fifth of the entire Board.

Section 4. Notice of Meetings. Notice of each meeting of the Board stating the time and place thereof shall be given by the Chair or Secretary of the Board to each member of the Board not less than 5 business days before the meeting by mailing the notice, postage prepaid, addressed to each member of the Board at his or her residence or usual place of business, or not less than 3 days before the meeting by delivering the notice to each member of the Board personally, electronically. A Director's attendance at a meeting without protesting, before or at the commencement of such meeting, the lack of notice to him or her constitutes waiver of notice. A Director also may waive notice by submitting a signed waiver of notice before or after a meeting.

Section 5. Quorum and Action by Board: At all meetings of the Board, except as otherwise provided by law, the Foundation's Certificate of Incorporation or these By-laws, a quorum shall be required for the transaction of business and shall consist of one-half of the entire Board of Directors then in office. Action by a majority of the Directors present and eligible to vote at such meeting shall be considered an act of the Foundation. The President of the College shall only vote in the event of a tie vote of the Board.

Section 6. Action Without a Meeting: Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all members of the Board or the committee, eligible to vote consent in writing or electronically to the adoption of a resolution authorizing the action. The resolution and the documented consents thereto by the members of the Board or committee shall be filed with the minutes of the proceedings of the Board or committee.

Section 7. Presence at Meeting: Members of the Board or any committee thereof unable to attend a meeting may participate in a meeting of such Board or committee by means of videoconferencing, teleconference or similar electronic communication allowing all persons participating in the meeting
to hear the proceedings at the same time. Participation in a meeting by such means shall constitute presence in person at the meeting.

Section 9. Conduct of Meetings: Meetings are to be conducted following the principles set forth in the then latest edition of Robert's Rules of Order Newly Revised. The Chair shall preside at all meetings and decide all questions of order subject to appeal by a member. In the absence of the Chair, the Vice Chair shall preside. In the absence of the Vice Chair, the Secretary shall preside.

5. ARTICLE IV: DUTIES OF THE BOARD

Section 1. Duties. The duties of the Board of Directors shall be as follows:

a) To advise the College President on the appointment and performance review of the College’s employee who is appointed by the College President to serve as the Foundation’s Executive Director and Chief Executive Officer;
b) To approve the mission, goals and objectives of the Foundation;
c) To approve the policies which guide the operations of the Foundation;
d) Assess overall performance of the Foundation;
e) Upon the recommendation of the Finance Committee, approve the annual operating budget;
f) To solicit donor funds for student scholarships, College programs and projects, Endowment and any other initiative approved by the Board;
g) To discharge such other duties as may be appropriate and necessary for the effective operation of the Foundation, subject to the laws of New York State; and
h) In collaboration with the College President, establish naming opportunities for major philanthropic gifts.

6. ARTICLE V. OFFICERS
Section 1. Officers. The officers of the Board of Directors shall consist of a Chair, Vice-Chair, Secretary and Treasurer. The Board may from time to time elect or appoint such additional officers or assistant officers as it may determine. Such additional officers shall have such authority and perform such duties as the Board may from time to time prescribe.

Section 2. Nominations. On a biennial basis, the officers of the Board shall be nominated by the Nominating Committee and elected by the Board of Directors at the annual meeting.

Section 3. Terms. The officers of the Board of Directors shall be elected to serve for a term of two (2) years. There are no term limits for officers. The terms of the office of the elected officers of the Board shall commence on the first day of the month following the annual meeting at which their election took place. In the event of a vacancy, the Nominating Committee shall meet within (30) days of said vacancy and, at the next regularly scheduled meeting of the Board, propose a name or names upon which the Board shall act to fill the vacancy. Expiration of an officer’s term as a Director without re-election or re-appointment shall be an automatic vacating of the office.

ARTICLE VI: DUTIES OF OFFICERS

Section 1. Chair. The Chair shall preside at all meetings of the Board and be an ex-officio member of all standing and ad hoc committees other than the Nominating Committee. The Chair shall appoint all standing and ad hoc committees. The Chair shall execute in the name and on behalf of the Foundation all documents required to be executed by the Foundation, and shall perform such other duties as are requested by the Board.

Section 3. Vice Chair: The Vice Chair shall perform the duties of the office of Chair in case of death, absence, or inability of the Chair to act, shall have the authority to sign and execute in the name and on behalf of the Foundation, and shall perform such other duties as are requested by the Chair or Board. In addition, the Vice Chair, in the absence of the Chair shall be an ex-officio member of committees.

Section 4. Treasurer: The Treasurer shall be the business and fiscal officer of the Foundation and shall perform such other duties as are requested by the Chair or Board.
Section 5. Secretary: The Secretary, with the assistance of the Foundation staff, shall keep minutes of all Board meetings and perform all of the usual duties connected with the Secretary's office, including the transmitting of meeting notices to members of the Board. The Secretary shall keep the Seal of the Foundation and shall, when necessary, attest to the official acts of the Board and the other officials of the Foundation. The Secretary shall perform such other duties as are requested by the Chair or the Board.

8. ARTICLE VII. COMMITTEES

Section 1. Role of Committees and Committee Membership: The Board of Directors may have standing or ad hoc committees as announced by the Chair. Each Director shall be appointed to at least one standing committee or have at least one assignment on an ad hoc committee. The Board Chair and the ED shall be ex officio non-voting members of all committees of the Board except the Nominating Committee and as such may attend all meetings and conferences of any committee in an advising capacity. Any Director shall have the right to be present at any committee meeting if she/he so indicates such preference, in which case, he or she shall be given the same notices and information as the Committee members. Such Director shall be non-voting for committee actions. All Board committees are established solely for the purposes of conducting studies, making recommendations, reporting, informing, and advising the Board on matters pertaining to the operation of the Foundation and other legal functions of the Board. No committee shall have any supervisory, administrative or executive functions and shall not interfere with and shall not usurp or duplicate function under the control or responsibility of the Board Chair, executive personnel or the Board of Directors. Ordinarily a committee shall seek the first-hand, detailed knowledge required by the Board in performing its functions and making its decisions, and shall communicate its findings to the Board.

Section 2. Committee Meetings. The voting members of each committee present at a committee meeting shall constitute a quorum for the receipt of information, and the affirmative vote of a majority of the members present shall decide any questions.
Section 3. Committee Reports. Committees shall submit such reports and recommendations as are appropriate to the Board for Board Action. Except as specified, each Standing Committee shall have full power to prescribe its own approach and procedures for resolving Committee action and fulfilling its responsibility.

Section 4. Standing Committees. The Standing Committees of the Board shall be Executive, Finance, Investment, Nominating, Audit, Fundraising, Events, and Scholarship.


a) The Executive Committee shall consist of the Chair, Vice Chair, Treasurer, Secretary, Immediate Past Chair, and up to three (3) other Directors elected by the Board by majority vote at the annual meeting or any other Regular or Special meeting scheduled by the Chair. Elected committee members shall serve for a two (2) year term and may not serve more than two (2) consecutive terms in one office without a break of at least one (1) year. The Chair of the Board shall act as chair of the Executive Committee.

During intervals between meetings of the Board, the Executive Committee shall, subject to any limitations imposed by law or by the Board, possess and may exercise all the powers and functions of the Board in cases where the Board has not previously provided specific direction, and shall report all actions taken to the Board at its next meeting. The Executive Committee shall be generally available to the ED (or appointed delegate) for advice and consultation.

b) Finance Committee. The Finance Committee shall be chaired by the Treasurer and consist of at least two (2) other Directors. The Finance Committee is responsible for the development and presentation to the Board of the annual operating budget for adoption by the Board at the annual meeting and for the presentation of Year-to-Date (YTD) financial reports at each regularly scheduled meeting of the Board.

c) Investment Committee. The Investment Committee shall consist of a minimum of three (3) Directors and, at the discretion of the Committee Chair who shall be appointed by the Board Chair, individuals from the community with financial planning or investment expertise may be invited to join the committee.

d) Scholarship Committee. The Scholarship Committee shall consist of a minimum of three (3) Directors and shall also appoint members from the ECC faculty, staff and
community at large. The Scholarship Committee's primary responsibility is to review and rank applications for Foundation scholarships and to assist the ED and Foundation staff in developing and expanding strategies to recruit students to apply for Foundation scholarships.

e) **Audit Committee.** The Audit Committee shall consist of three (3) independent Directors, as provided for by the NPCL with expertise in accounting, financial planning, fiscal management, operations or similar professional training or experience. The Audit Committee is responsible for meeting with the contracted audit firm to answer questions regarding Foundation operations, to review the draft audit and management letter with the auditors and to present the final audit and management letter to the Board of Directors for review and adoption. At least every five (5) years, the Audit Committee is responsible for issuing an RFP for auditing services, reviewing responses and recommending to the Board the auditing firm to be retained.

f) **Nominating Committee.** The Nominating Committee shall consist of an Elected Director appointed by the Board Chair, the President of the College (or his or her designee), and the Trustee of the College appointed to the Board (or his or her designee), and shall recommend persons to serve as Elected Directors and Officers. A member of the Nominating Committee may not self-nominate for a position of officer of the Board. The Nominating Committee shall work closely with the President of the College, the College Board of Trustees, and the ED to identify members of the community who would bring required expertise and an expanded network of donors and partners to the Foundation. All recommended nominees shall be given equal consideration, without prejudice, regardless of the origin of the nominating party.

g) **Fundraising Committee.** The Fundraising Committee shall consist of a minimum of three (3) Directors and, at the discretion of the Committee Chair who shall be appointed by the Board Chair, individuals from the community with fundraising and philanthropic giving expertise may be invited to join the committee.

h) **Events Committee.** The Events Committee shall consist of a minimum of three (3) Directors and, at the discretion of the Committee Chair who shall be appointed by the Board Chair, individuals from the community with event planning expertise may be invited to join the committee.

**Section 6. Other Standing Committees.** The Board, by resolution or resolutions adopted by a majority of the entire Board, may designate from among its members such ad hoc committees as it
may deem advisable. Each ad hoc committee shall consist of three or more Directors and shall serve at the pleasure of the Board.

Section 7. Acts and Proceedings. Each standing and ad hoc committee shall keep regular minutes of its proceedings and report its actions to the Board.

Section 8. Meetings of Committees. Committees shall meet at such times and places as the Chair of the committee shall determine and the notice of the meeting shall specify. Meetings of standing committees shall be governed by the provisions of Article III, Sections 4, 5, 6, 7 and 8 of these By-laws, which govern meetings of the entire Board.

10. ARTICLE VIII. EXECUTIVE DIRECTOR OF THE FOUNDATION

Section 1 Executive Director of the Foundation. A member of the College administration’s executive staff at the position of Director or higher shall be appointed by the College President to serve as the Executive Director and Chief Executive Officer of the Foundation (“ED”) subject to the Operating Agreement by and between the Foundation and the College, as may be entered into from time to time.

Section 2. Duties. The Board may delegate to the ED the responsibility and authority for carrying out the policies that have been adopted and approved by the Board consistent with the ED’s powers and duties as a College employee. The ED shall appoint, supervise, and when necessary, discharge individuals who occupy staff positions authorized by the Board.

11. ARTICLE IX - CODE OF ETHICS AND CONFLICT OF INTEREST
Section 1. Members of the Board of Directors shall abide by the same standards expressed in the statutes governing ethics and conduct and the rules of conflict of interest set forth in New York State law governing not-for-profit corporations and such Code of Ethics adopted by the Board of Directors as it may be amended from time to time.

Section 2. The Board shall adopt a Whistleblower Policy and an Annual Conflict of Interest Disclosure Form as required by the NPCL to be completed by all Directors, employees and committee members who are not Directors prior to assuming office and annually thereafter.

Section 3. Directors shall notify the Board whenever they have, or may have, a conflict of interest relating to any matter before the Board. If the Board determines that a conflict of interest does exist, the Director having the conflict of interest shall not be present for or participate in any discussion or voting concerning the matter at issue provided however that such Director may provide factual information to the Board or appropriate Committee upon request by the Board or Committee, and shall not be counted in the quorum for any vote on the matter at issue.

ARTICLE X. ASSETS AND FUNDS

Section 1. Ownership. All assets and funds of the Foundation shall be owned exclusively by the Foundation.

Section 2. Foundation Funds. The funds of the Foundation shall be deposited in its name with such bank or banks, trust company or trust companies, or invested in such securities, as the Board may from time to time designate. All checks, notes, drafts and other negotiable instruments of the Foundation up to the amount of $5,000 shall be signed by the ED. All checks, notes, drafts and other negotiable instruments of the Foundation over the amount of $5,000 shall be signed by the ED and in addition requires a co-signature and voucher signed by an officer of the Board: Chair, Vice Chair, Treasurer or Secretary.

Section 3. Gifts. The Board may accept on behalf of the Foundation contributions, gifts, bequests, or devises for any general or special purpose or purposes of the Foundation, in accordance with the Foundation's Gift Policy as may be adopted form time to time.
Section 4. Endowment. The Board may establish one or more endowment funds for such uses and purposes as it may specify; provided that any lawful restrictions placed on a gift to such fund by the donor shall be complied with.

Section 5. Voting of Securities Held by the Foundation. Stocks or other securities owned by the Foundation may be voted in person or by proxy as the Board shall specify.

Section 6. Income from Foundation Activities. All revenue from investments and activities of the Foundation shall be applied to the maintenance, expansion or operation of the lawful activities of the Foundation.

Section 7. Annual Audit. The books and financial records of the Foundation shall be audited at least annually by a certified public accountant or firm of certified public accountants selected for that purpose by the Board. The audit shall be presented by the Audit Committee at the Board meeting immediately following the completion of the audit.

Section 8. Investment. As provided in the NPCL, subject to the limitations and conditions contained in any gift, devise, or bequest, the Foundation may invest its funds in such mortgages, bonds, debentures, shares or preferred and common stock and other securities, property and any other legal investments as the Board deems advisable.

Section 9. Financial Agent. The Board may appoint a financial agent or agents to represent and advise the Foundation in the investment and management of its funds.

Section 10. Fiscal Year. The fiscal year of the Foundation shall commence on September 1.

Section 11. Loans. No loans shall be made by the Foundation including to its Directors, officers, or employees of the College.

12. ARTICLE XI. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. Right of Indemnification. Each Director and each officer of the Foundation, whether or not then in office, and any person whose testator or intestate was such a Director or officer, shall be indemnified by the Foundation for the defense of, or in connection with, any threatened, pending or
completed actions or proceedings and appeals therein, whether civil, criminal, administrative or investigative, in accordance with and to the fullest extent permitted by the NPCL or other applicable law, as such law now exists or may hereafter be adopted or amended; provided, however, that the Foundation shall provide indemnification in connection with an action or proceeding (or part thereof) initiated by such a Director or officer only if such action or proceeding (or part thereof) was authorized by the Board.

Section 2. Advancement of Expenses. Expenses incurred by a Director or officer in connection with any action or proceeding as to which indemnification may be given under Section 1 of this Article XI may be paid by the Foundation in advance of the final disposition of such action or proceeding upon (a) the receipt of an undertaking by or on behalf of such Director or officer to repay such advancement in case such Director or officer is ultimately found not to be entitled to indemnification as authorized by this Article XI and (b) approval by the Board acting by a quorum consisting of Directors who are not parties to such action or proceeding. To the extent permitted by law, the Board shall not be required to find that the Director or officer has met the applicable standard of conduct provided by law for indemnification in connection with such action or proceeding before the Foundation makes any advance payment of expenses hereunder.

Section 3. Availability and Interpretation. To the extent permitted under applicable law, the rights of indemnification and to the advancement of expenses provided in this Article XI (a) shall be available with respect to events occurring prior to the adoption of this Article XI, (b) shall continue to exist after any rescission or restrictive amendment of this Article XI with respect to events occurring prior to such rescission or amendment, (c) shall be interpreted on the basis of applicable law in effect at the time of the occurrence of the event or events giving rise to the action or proceeding or, at the sole discretion of the Director or officer (or, if applicable, at the sole discretion of the testator or intestate of such Director or officer seeking such rights), on the basis of applicable law in effect at the time such rights are claimed and (d) shall be in the nature of contract rights that may be enforced in any court of competent jurisdiction as if the Foundation and the Director or officer for whom such rights are sought were parties to a separate written agreement.

Section 4. Other Rights. The rights of indemnification and to the advancement of expenses provided in this Article XI shall not be deemed exclusive of any other rights to which any Director or officer or other person may now or hereafter be otherwise entitled, whether contained in the certificate of incorporation, these By-laws, a resolution of the Board or an agreement providing for such
Section 5. Severability. If this Article XI or any part hereof shall be held unenforceable in any respect by a court of competent jurisdiction, it shall be deemed modified to the minimum extent necessary to make it enforceable, and the remainder of this Article XI shall remain fully enforceable. Any payments made pursuant to this Article XI shall be made only out of funds legally available therefor.

13. ARTICLE XII. OFFICE AND BOOKS

Section 1. Office. The office of the Foundation shall be at a place in the County of Erie, State of New York, as the Board may determine.

Section 2. Books and Records. There shall be kept at the office of the Foundation (1) correct and complete books and records of account, (2) minutes of proceedings of the Board, and (3) a copy of these By-Laws.

14. ARTICLE XIII. GENERAL

Section 1. Seal. The Foundation seal shall be in the form impressed in the margin of these by laws.

15. ARTICLE XIV. AMENDMENTS

Section 1. Amendment. These By-laws may be amended by the Board by a majority vote of the entire Board at a meeting of the Directors provided prior notice of said meeting and the proposed amendment shall have been deliver to all members of the Board at least one (1) month prior to said meeting. Such prior notice may be waived if all members of the Board of Directors consent thereto at or prior to such meeting and said written waiver shall be appended to the minutes of said meeting.
AS ADOPTED AND AMENDED ON:

1996
October, 2000
October, 2001
November 1, 2002
May 11, 2004
September 14, 2006
January 14, 2008
August 18, 2015

__________, 2019
Exhibit C
Foundation
Services and Activities

B. Services and activities to be provided by the Foundation (enumerate all distinct services and activities):

Develop, implement, operate and maintain comprehensive programs of fundraising for the College, including annual, capital, restricted and planned giving and private foundation solicitations based on the Colleges’ capital and operating budgets. The programs will include a goal of increasing annual fundraising of both restricted and unrestricted funds by 20% each year during the term of this Agreement over the average of the three years commencing September 1, 2015 and ending August 31, 2018. All financial assistance to the College by donation of goods, services or money, brought about by the efforts of the College employees assigned to Foundation activities shall be considered Foundation fundraising, whether or not such money, goods or services are received by the Foundation.

Develop, implement, operate and maintain plans to sell naming rights to College facilities, subject to College Board of Trustees and Erie County Legislature approval as needed. By ______________ the Foundation will prepare a comprehensive plan to sell naming rights to the new STEM Building at the North Campus and to complete such sale by ______________.

C. Fiscal agent services (enumerate all services, activities, and entities\(^1\)):
To hold as fiduciary fundraising by third-party College-associated entities.

D. Services to be provided by Subcontractors and/or Affiliates of the Foundation (enumerate all distinct services, activities, and entities):
None
Exhibit D
Foundation
Facilities, Personnel, Equipment and Other Support, Goods and Services Provided by the College

A. Description of space utilized for each service provided:

<table>
<thead>
<tr>
<th>Building Name</th>
<th>Square Footage</th>
<th>Space Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ECC City Campus</td>
<td>694</td>
<td>General meeting and office space</td>
</tr>
<tr>
<td>ECC City Campus</td>
<td>200</td>
<td>Storage space</td>
</tr>
</tbody>
</table>

B. College Employees assigned:

A member of the College administration’s executive staff at the position of Director or higher shall be appointed by the College president to serve as Executive Director and Chief Executive Officer of the Foundation as his or her principal duties.

Clerical assistance of not less than one Full Time Equivalent position

A coordinator, or higher, of Alumni Relations of not less than one Full Time Equivalent position.

- Description of equipment and other support, goods and services provided (e.g., postage, supplies, travel, print costs, etc.):

- Financial accounting and budget support
• postage,
• furniture,
• technology software and hardware for assigned College personnel
• support for official business travel by College assigned personnel; and
• professional development organization fees for College assigned personnel

C. Description of reimbursement:

None
ECC Board of Trustees

Executive Summary

Date: April 25, 2019  Subcommittee: Student Success and Diversity

Agenda Item: Advisory Council appointments requested by SUNY Erie for the Library Resource Center and for the Associate of Applied Science degree program of Paralegal

This item is: For Board's Approval

Backup Documentation: Attached to this document

Background Information:
The appointment or reappointment of Advisory Council members at SUNY Erie is requested by the following department chairs. Resumes follow and are in alpha order by last name:

A. Library Resource Center principal librarian Taheera Shaheed-Sonubi at South Campus requests the appointment of: (1) Ms. Dorinda Darden who is assistant deputy director for Buffalo and Erie Public Library; and re-appointment of: (2) Ms. Nancy A. Kennedy who is Library Director for Niagara County Community College; (3) Ms. Sheryl L. Knab who was executive director for Western New York Library Resource Council; and appointment of: (4) Mr. Joe Riggie who is information systems librarian at Buffalo State College.

B. Paralegal A.A.S. degree program department chair Joseph Krenitsky at City Campus requests appointment of: (5) Hon. Jaharr S. Pridgen who is a Buffalo City court judge for Buffalo City Court.

Reasons for Recommendation:
An Advisory Council and its work provide evidence and accountability to external agencies and the public that academic programs meet needs which are appropriate to the community college mission. In particular, a Council’s input adds substance to the requests and recommendations of departmental chairs/heads and faculty related to curriculum, equipment, facilities and program review action plans.

Fiscal Implications:
None

Consequences of Negative Action:
Lack of individual expertise and career experiences on the Advisory Council. Furthermore, an inability to adhere to the Middle States Accreditation and SUNY regulations for academic programs.

Steps Following Approval:
Letters will be sent by President Hocoy to these individuals confirming appointment.

Contact Information If Any Questions:
Douglas M. Scheidt, Ph.D., Provost and Executive Vice President
Phone: (716) 851-1500/email: scheidt@ecc.edu
PROFESSIONAL EXPERIENCE

BUFFALO & ERIE COUNTY PUBLIC LIBRARY – Central Library  
Assistant Deputy Director, Public Services  
June 2018 – Present

- Manages the overall operation of the Buffalo Branches, e-Branch, Interlibrary Loan and Bookmobile Services
- Administers and monitors the budget, develops and administers grants and implements fundraising activities and events
- Interviews, hires and supervises librarians
- Evaluates and administers library programs and services
- Prepares narrative and statistical reports
- Develops and maintains relationships with community groups, organizations and elected officials
- Represents the library at conferences, workshops, schools, community groups, organizations meetings and events

TOWN OF TONAWANDA PUBLIC LIBRARY – Kenilworth and Kenmore Branches  
Library Director  
February 2011 – June 2018

- Managed the overall operation of the Kenilworth and Kenmore Branches
- Administered and monitored the budget, developed and administered grants and implemented fundraising activities and events
- Supervised librarians and prepared schedules for senior pages, clerical staff and librarians
- Interviewed, hired, terminated, promoted and trained staff
- Evaluated and administered library programs and services
- Recommended new or revised policies to the Town of Tonawanda Public Library Board of Trustees
- Supervised the selection, acquisition and processing of library materials
- Prepared Director’s Reports, Monthly Reports, Annual Reports, State Reports and other reports as needed
- Established and maintained good working relationships with the Town of Tonawanda Public Library Board of Trustees, Town of Tonawanda, elected officials, community groups, the public and schools
- Represented the library at agencies, schools and community groups meetings and events
- Attended conferences, workshops, meetings and read professional literature to keep current in the field
- Kept abreast of new technology and served on committees

BUFFALO & ERIE COUNTY PUBLIC LIBRARY – Central Library  
Department Manager  
June 2009 – February 2011

- Managed the daily operation of the Information Services Department
- Assisted customers at the Reference Desk
- Evaluated and selected materials for purchase, distributed ordering material to librarians and weeded collection
- Planned and implemented programs and services
- Represented the library at agencies, schools, community groups meetings and events
- Supervised librarians, clerks, library associates, senior pages and pages
- Prepared schedules for librarians
- Interviewed and hired pages and senior pages for the Central Library and supervised the library associate in the Stacks Department
- Prepared Monthly Reports, Annual Reports and other reports as needed
- Attended conferences, workshops, meetings and read professional literature to keep current in the field and served on committees

BUFFALO & ERIE COUNTY PUBLIC LIBRARY  
Dudley Branch  
February 2007 – June 2009

- Managed the daily operation of the branch
- Provided reference and reader’s advisory services
- Maintained knowledge of the SIRSI automation system and the Library’s policies and procedures
- Evaluated and selected materials for purchase for all ages and managed materials budget
- Weeded collection
- Planned and implemented adult and children’s programs
- Represented the library at agencies, schools and community groups meetings and events
- Supervised librarian, clerks, senior pages and pages
- Prepared Monthly Reports, Annual Reports and other reports as needed
- Attended conferences, workshops, meetings and read professional literature to keep current in the field and served on committees

BUFFALO & ERIE COUNTY PUBLIC LIBRARY – Children’s Department  
Children’s Librarian  
• Provided reference and reader’s advisory services at the reference desk
• Assisted children with computers
• Planned and implemented preschool programs and summer programs for school aged children
• Publicized programs in local newspapers and other media
• Solicit donations for programs from area businesses
• Conducted class visits and tours of the Central Library
• Maintained relationships with area schools, preschools, after school programs and teachers
• Compiled bibliographies
• Weeded juvenile collection, monitored and recorded collection needs
• Served on the Children’s Book Committee to recommend material to include on the monthly checklist
• Prepared statistical information and narrative reports
• Participated in conferences, meetings, workshops, professional organizations and continuing education courses to keep abreast of developments in the profession

BUFFALO & ERIE COUNTY PUBLIC LIBRARY – Niagara and Northwest Branches  
Buffalo, NY  
Assistant Branch Manager  

• Assisted customers at the circulation desk
• Aided customers by answering reference questions and finding materials
• Assisted customers with Computer validations and software
• Designed and conducted children’s preschool, class visit, summer activities and other special programs
• Ordered and weeded juvenile and young adult collections
• Trained and supervised pages
• Established community contacts and other public relations activities
• Maintained relationships with area schools, preschools, after school programs and teachers
• Submitted information about library events to local newspaper and other media
• Contributed to content of monthly and annual reports
• Attended meetings and workshops

BUFFALO & ERIE COUNTY PUBLIC LIBRARY – Department of Extension Services  
Buffalo, NY

Urban Services Division  
October 1994 – December 1996

Mobile Library Division  
March 1994 – October 1994

Training in Mobile Library Division, Urban Services Division, Institutional Services Division  
September 1993 – March 1994

• Prepared educational, informational and recreational programs for preschool, school aged, teens and seniors for the RAM Van
• Branch Manager at the Lakeview Library
• Prepared program projections for school aged children at the Lakeview Library
• Ordered and weeded material for Bookmobile, RAM Van and Lakeview Library collections
• Provided library services to schools and community groups throughout Buffalo & Erie County on the Bookmobile
• Delivered satellites to schools and service agencies
• Conducted program presentations for community groups
• Coordinated Outreach runs on the Lookie Bookie for senior citizens in residential and nursing homes
• Assisted with training and supervision of clerical staff and motor vehicle operators
• Prepared statistical data for monthly circulation reports for Bookmobile, RAM Van and Lakeview. Co-Edited the “Extension Cord”, the Department of Extension Services Newsletter for the unique and specific clientele served by the Department
• Participated in conferences, workshops and meetings
• Maintained contact with community groups and schools

EDUCATION

LONG ISLAND UNIVERSITY  
Buffalo, NY

Public Library Administrator’s Certificate Program  
• Advanced Certificate in Public Library Administration, September 2015

WESTERN NEW YORK LIBRARY RESOURCES COUNCIL (WNYLRC)  
Buffalo, NY

LEADERSHIP INSTITUTE, 2009

STATE UNIVERSITY OF NEW YORK AT BUFFALO  
Buffalo, NY

Masters of Library Science, September 1993
Bachelor of Science in Business Administration, June 1991
• Graduated Cum Laude

SKILLS
• Microsoft Office Applications, Internet and Online Databases

**AFFILIATIONS**

• New York Library Association (NYLA)
• Zonta Club of Kenmore
Nancy A. Kennedy

Educational Background

1986  M.L.S  University at Albany, State University of New York
1978  B.A. English/Secondary Education State University of New York, College at Fredonia

Work History

2011 – Present  Library Director, Henrietta G. Lewis Library, Niagara County Community College, Sanborn, NY
1988 – 2011  Technical Services Librarian, Henrietta G. Lewis Library, Niagara County Community College, Sanborn, NY
1986 – 1988  Librarian, Millard Fillmore Hospital, Buffalo New York
1985 – 1986  Serials Librarian, Jerome Dawson Library, Siena College, Loudonville, NY
1980 – 1983  Cataloger, Mann Library, Cornell University, Ithaca, NY

Professional Associations

State University of New York Library Association (SUNYLA)
SUNY Council of Library Directors (SCLD)

Awards and Honors

Co-recipient of Instructional Resources Grant to create a Children’s Library at NCCC - summer 2003
Promoted from Instructor to Assistant Professor – 1994
Granted tenure - 1994
Promoted from Assistant Professor to Associate Professor - 1998
Promoted from Associate Professor to Professor - 2004
Sheryl L. Knab

Summary of Experience

- Six years experience in developing professional development programming
- Six years experience in managing projects and supervision of staff funded under LSTA and RBDB grant programs
- 24 years experience in coordinating budget and departmental expenditures
- 24 years experience in training and supervising professional and paraprofessional staff
- 24 years experience in developing and implementing customer service initiatives
- 19 years experience in promoting services and programs to member libraries, campus population and visitors
- 24 years experience in working with library resources and supply vendors
- Six years experience in library management
- Six years experience in coordinating campus and community partnerships
- Five years experience in successfully integrating educational principles in a for-profit business environment

Professional Strengths

- Budget management
- Leadership and motivational expertise
- Teaching and facilitating
- Management experience
- Project management
- Professional development programming
- Quality client service
- Digital Literacy
- Grant Writing
- Legislative Advocacy
- Large group presentations
- Problem-solving

Experience

Western New York Library Resources Council (WNYLRC), Buffalo, New York, 1999-2006
Executive Director

- Supervise a staff of ten in providing services and programs to our 63 member libraries and library systems, and small repositories
- Project manager for the following services: Coordinated Collection Development grants application process, Ask the Lawyer state-wide legal assistance program, Technology grants application process, Empire State Immersive Experiences, resource sharing initiatives
- Past Chair of SUNY Erie Library Advisory Council
- Current Chair of the Empire State Library Network (ESLN)
- Current member on the Department of Information Science Advisory Board
- Founding member of the New York Alliance of Library Systems (NYALS) and current steering committee member
- Work with the State Library, Division of Library Development on periodic review and implementation of state laws and regulations as they relate to the 9 3R councils
• Work closely with our academic library directors on regional and state-wide initiatives
• Work closely with our regional library system directors on regional initiatives
• Oversee and manage an annual budget of $1.2 million
• Council liaison to the Resource Sharing Committee and the Regional Advisory Committee
• Oversaw move and build out to new location in 2014

**Assistant Director**

• Project Manager of the professional development program. Develop programming for the 1,250 librarians WNYLRC serves in six counties of Western New York. Arrange on average 40 programs per year. Administrative activities include developing topic areas, contacting potential presenters, arranging potential partners, coordinating scheduling and travel, and providing point of contact. Partnered with the Department of Library and Information Studies, School of Informatics, University of Buffalo to create a Continuing Education Program that awards CEUs to workshop participants for full day sessions.
• Project Manager for the Virtual Union Catalog project – WNYLibraries.org a web-based single interface allowing users to search 22 library collections with diverse automation systems and 2 databases from one search screen.
• Project manager for WNYLibraries.org Express, the Interlibrary Loan module – VDX. 20 member libraries currently participate in conducting interlibrary loan with other VDX participants at no cost to the members.
• Project Manager for the virtual reference project initially funded for three consecutive years through LSTA. Ask Us 24/7 is a regional service that provides virtual reference to patrons in the Western New York region 24 hours per day, 7 days per week, 365 days per year.
• Project manager for WNYLRC Information Services including the Training Center. Supervise the Information Systems Technician and assist in maintaining the Training Center’s state of the art facilities. Coordinate upgrades, equipment purchases, and software upgrades to the organization’s network, LAN, Internet access, and server farm.
• Project manager for data collection and management for membership database (Access) and its migration to a web-based content management system provided by Entre Computer Services.
• Was project manager for the day-to-day design and build-out of WNYLRC’s new location in the Calspan complex in the spring of 2003. Worked with contractors and Calspan’s management to create a positive work and learning environment for both staff and visitors to WNYLRC.

**Grant Writing/Management**

• Author of federally funded LSTA grants for enhancement of WNYLRC’s website: $32,112 (2005/2006)
• Author of a 2-year federally funded LSTA digitization grant for developing a regional digitization plan and training: $80,998
• Author of federally funded LSTA grants for technology projects and member training including successful funding of Ask Us 24/7 project for three years for a total of $90,691
• Manager of the LSTA grants that funded the Virtual Union Catalog – WNYLibraries.org for three years for a total of $245,000

**Fiscal Management**

• Oversaw annual training and professional development budgets
• Oversaw Regional Bibliographic Data Bases and Interlibrary Resources Sharing Program (RBDB) budget of more than $229,000. This is a New York State grant that requires a grant proposal and budget analysis on a yearly basis.

Other Responsibilities
• Member of WNYLRC Strategic Planning Task Force in 1999/2000 and 2005/2006. With other committee members developed goals, objectives, and activities for five year strategic plan.
• Council liaison to the WNYLRC Regional Automation Committee Virtual Reference Advisory Subcommittee
• WNYLRC liaison to the Western New York Library Assistants discussion group (WNYLA).
• Oversee WNYLRC technology and systems.
• Supervise full-time Information Systems Technician, full-time Bibliographic Services Manager, and part-time Documentary Heritage Program Coordinator and Regional Archivist.
• Overseeing website migration. Create web pages using HTML web editors for special projects and regular maintenance of selected information web pages.
• Work with vendors in providing product demos, best pricing, product development, equipment purchasing.
• Member, 24/7 Reference Advisory Board

Bryant & Stratton, Buffalo, New York, 1994 - 1999
Library Director and Learning Center Coordinator
• Designed and furnished a larger and innovative library center at new campus.
• Developed operational library and learning center and all its vital components and services in a proprietary 2-year business institute. Automated library collection.
• Managed Library Learning Center budget, collection development, equipment and resource acquisitions, and training component.
• Promoted services and benefits to diverse campus population and visiting agencies.
• Planned, developed and maintained computer lab component for the Library Learning Center. Researched, evaluated and purchased systems, application software, remedial software programs, and peripheral equipment.
• Instituted drop-in tutoring program utilizing peer tutors that provided on average of 100 hours of service per week. Trained and supervised peer tutors to provide services to diverse campus student population. Documented average student visitation to the LLC of 11,000 per year.
• Trained full-time and part-time staff to successfully meet job goals and perform required job tasks to sustain Center operations.
• Created and produced training guides and manuals.
• Formed on-site partnership with Boys and Girls Clubs of Buffalo.

Reference Librarian
• Provided reference desk service for students, faculty, and staff.
• Instructed students, faculty, and staff on computer databases.
• Instructed formal research classes on locating assignment-specific information and statistics.

Instructor, 1993
• Taught remedial writing class. Prepared lesson plans in basic sentence and paragraph structure, grammar, and essay writing.
• Prepared students for final examination through written assignments and classroom instruction.

Education
University of Buffalo, Buffalo, New York 1991
Master of Library and Information Studies (M.L.S.)
Public Library Certification 1997

Daemen College, Amherst, New York 1982
Bachelor of Arts in English with secondary education

Professional Development and Organizational Memberships
• Member, American Library Association since 2000
• Presented American Library Association on Virtual Reference, June 2005
• 9 staff development hours “Outcomes Based Evaluation for Technology Training Projects” training, May 2004 in Albany
• Presented at the 20th annual New York College Learning Skills Association (NYCLSA) symposium in April 1997. Presentation titled “Developing the ‘Employee’ in Peer Tutors.”
• 24 staff development hours in Job Task Analysis and Performance-Based Assessment Training
• 6 staff development hours in “Teaching Adults with Learning Disabilities”
• 9 staff development hours in “Introduction to Grant Writing”

Recognition and Achievements
• Inducted into Phi Delta Kappa, University of Buffalo chapter
• Inducted into Beta Phi Mu International Library Science Honor Society 1991
• Certificate of Appreciation, Boys and Girls Club 1996
• Outstanding Associate Award, Bryant & Stratton 1995
EDUCATION

Master of Library Science | 2009
State University of New York at Buffalo

BS, Computer Information Systems | 2006
Buffalo State College
- Graduated Magna Cum Laude

ACADEMIC EXPERIENCE

Information Systems Librarian | 2016 - present
SUNY Buffalo State

Systems and Technical Services:
Solely responsible for the management and administration of all library information systems with the goal of providing complete, dependable access to all library information resources for faculty, staff, and students.
- Administer the Aleph library management system (LMS) and the Summon discovery interface to provide access to the library’s complete print and electronic library resources collection.
- Manage technical aspects of Buffalo State’s institutional repository, the Digital Commons. Consult with faculty and students to promote open access publishing initiatives and new forms of scholarship.
- Manage inter-library loan systems to improve service to our patrons by reducing turn-around times and increasing delivery rates.
- Generate reporting describing the library’s collections and how they are used to assist with data-informed decision making.
- Partner with, and contribute to, organizations such as Information Delivery Service (IDS) that work to improve library services through constant innovation and collaboration.
- Develop new patron-friendly interfaces that improve ease of access to library services and resources.

Sample Projects
Library Services Platform Task Force. In May of 2017 I was appointed by the SUNY Libraries Consortium Board to the governance body charged with overseeing the SUNY-wide migration to a new library management platform, Alma. This group makes policy decisions and assists with the migration process for each SUNY campus.
Collection Development: Developed a project to inventory the print collection of E. H. Butler Library. I created the workflows for processing the inventory files and I provided training for the staff who conducted the scanning.

My Library Account: Created an online utility for library patron account self-service. Previously, all account management was done in person or over the phone. The new utility allows patrons to view checkouts and fines, renew books, and place holds.

Reference, Instruction and Public Services:
- Provide library instruction and information literacy sessions for a variety of courses including FOR 312, HIS 107, CWP 099, and CWP 101.
- Library faculty liaison to Chemistry, Computer Information Systems, and Engineering departments.
- Provide weekly reference services at the reference desk, through research appointments, and virtual reference.
- Create subject guides, course guides, and instructional resources which are included in the library’s web site and provide students with instructions on best practices for accessing library resources.

Sample Projects

Buffalo Public Library Partnerships: Partnered with the Buffalo and Erie County Public Library to bring their BookMobile to the Buffalo State campus once a month. As a result students, faculty, and staff were provided access to popular materials, e-books and audiobook collections.

Fostering Innovation in Teaching with Technology (FITT): Partnered with teaching faculty to develop online tutorials and interactive content through a series of week-long academies. Library content has been included in micro-credentialing programs that help students master library skills such as citation management and advanced search techniques.

Systems Librarian | 2009 - 2015
Erie Community College

Systems and Technical Services:
- Managed and administered the library catalog, Aleph.
- Managed access to e-resources with the SerialsSolutions knowledgebase and Summon discovery layer.
- Oversaw interlibrary loan services.
- Developed and administered the library’s website.

Reference, Instruction, and Public Services:
- Taught library instruction classes for a variety of academic departments.
- Managed the electronic resources budget.
- Served on the College Senate and Middle States Commission for Higher Education response task forces.
- Created subject guides to support access to the collection.
Graduate Assistant | 2007 - 2008  
Department of Library and Information Studies (DLIS), State University of New York at Buffalo  

Systems and Technical Services:  
- Maintained DLIS departmental website.  
- Worked with Dr. Lorna Peterson on the department's accreditation renewal process.  
- Created a documentation portal.  
- Assisted faculty by building web sites, and providing research assistance.

TEACHING EXPERIENCE

Instructor | 2018 - Spring  
Buffalo State College, LIB100 – Introduction to Library Research Methods  
Provided instruction on the awareness and use of all library collections and services to maximize research efficiency. Included was instruction on research strategies and tools, including the online library catalog, periodical and reference databases, and web resources.

Adjunct Instructor | 2010 - 2012  
Department of Library and Information Studies, State University of New York at Buffalo  
Taught LIS 506, Introduction to Information Technology, in the Graduate School of Education. Updated existing curriculum to better prepare students for careers in the field of librarianship.

GRANTS

Cross Registration into Seamless Transfer | 2019  
SUNY OER Services grant  
Collaborators: Dr. Kyeonghi Baek, Dr. Peter Yacobucci, Dr. Mehwish Sarwari  
Awarded $35,010

Conversations in the Disciplines (CID) Program | 2018  
Building and Supporting Augmented and Virtual Reality Makerspaces  
Collaborators: Lori Widzinski, Keith Nichols, Cynthia Tysick and Ken Fujiuchi  
Awarded $4215

Western New York Library Resources Council | 2018  
Applied for and received funding for Empire State Virtual Experiences (ESIE) virtual reality pilot $959
Western New York Library Resources Council | 2016
Applied for and received funding for CodeDaze 2016 Conference
$150

PUBLICATIONS


BIBLIOGRAPHIC AIDS


PRESENTATIONS


**POSTERS PRESENTED**

Riggie, Joe, Lindstrom, Maureen, Dunbar, Hope (2018, October) *Open Access is Here to Stay.* Faculty/Staff Research & Creativity Fall Forum, Buffalo, NY


**HONORS AND AWARDS**

Recipient of the Buffalo State Excellence in Computer Information Systems award | 2007

**CERTIFICATIONS**

*Python Data Structures* by University of Michigan on Coursera. Certificate earned on Sunday, November 5, 2017
**Programming for Everybody (Getting Started with Python)** by University of Michigan on Coursera. Certificate earned on Monday, October 2, 2017

**Copyright for Educators & Librarians** by Duke University, Emory University & The University of North Carolina at Chapel Hill on Coursera. Certificate earned on Wednesday, December 21, 2016

**CONFERENCE ATTENDANCE**

<table>
<thead>
<tr>
<th>Conference Name</th>
<th>Location</th>
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<tbody>
<tr>
<td>SXSW Education Technology Conference</td>
<td>Austin, TX</td>
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<tr>
<td>SUNYLA 2018 Midwinter - Moving to Alma/Primo VE</td>
<td>Virtual conference</td>
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<td>SUNYLA 2018</td>
<td>Canandaigua, NY</td>
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<td>Conference on Instruction and Technology 2018</td>
<td>Cortland, NY</td>
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<td>American Library Association Midwinter 2018</td>
<td>Denver, CO</td>
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<td>Open UP!  Embracing the OER Movement 2017</td>
<td>Hamburg, NY</td>
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<td>Information Discovery Service 2017 Conference</td>
<td>Albany, NY</td>
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<td>SUNYLA 2017</td>
<td>Long Island, NY</td>
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<td>ExLibris Users North America 2017</td>
<td>Chicago, IL</td>
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<td>CodeDaze 2016</td>
<td>Buffalo, NY</td>
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<td>IDS Project Conference 2016</td>
<td>Albany, NY</td>
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<tr>
<td>SUNYLA Midwinter 2015</td>
<td>Virtual conference</td>
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<td>SUNYLA 2015</td>
<td>White Plains, NY</td>
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<tr>
<td>SUNY Conference on Instruction and Technology 2014</td>
<td>Ithaca, NY</td>
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<tr>
<td>Faculty Council of Community Colleges Conference 2014</td>
<td>Saratoga Springs, NY</td>
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<tr>
<td>SUNY Council of Library Directors Meeting 2013</td>
<td>Cooperstown, NY</td>
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</tbody>
</table>
Faculty Council of Community Colleges Conference 2013 | Herkimer, NY

SUNYLA 2013 | Buffalo, NY

Gadgets and Gear 3 2013 | Buffalo, NY

Computers in Libraries 2011 | Washington, DC

TECHNICAL SKILLS

- Programming languages: Python and Ruby
- Web Development with HTML and CSS
- Bootstrap framework and LibGuides
- Aleph reporting and configuration
- OCLC systems management including Connexion, Collection Evaluation, and Illiad
- ProQuest e-resource and discovery systems including 360Core and Summon
- Proficient with Excel for data manipulation
- Experienced with standardized file formats including KBART and JSON

COLLEGE AND LIBRARY SERVICE

State University of New York College at Buffalo

Office 365 Administration Group (RITE) | 2018 - present
FITT Academy (Team Leader) | 2017 - present
Buffalo State Bylaws and Elections Committee | 2017 - present
Library Advisory Council | 2017 - present
Library Web Team | 2016 - present
Curriculum Development Committee | 2016 - present
Library Faculty Secretary | 2016 - 2017
Buffalo State Budget and Staff Allocations Committee | 2016 - present
RITE Data Group | 2016
RITE Services Group | 2016 - present

Erie Community College (ECC)

Chair - ECC College Senate | 2014 - 2015
Bookstore Advisory Committee | 2013 - 2015
College Information Technology Committee | 2012 - 2015
Institutional Planning and Assessment | 2012 - 2015
Distance Learning Committee | 2010 - 2015

SUNY/Regional

Library Services Platform Implementation Task Force | 2017 - present
Empire Shared Collection Steering Committee | 2016 - present
ESLN Regional Union Catalog Task Force | 2015 - 2016
ESLN Patron Driven Acquisitions Advisory Board | 2013 - present
Chair of WNYLRC Resource Sharing Committee | 2012 - present
State University of New York Librarians Association | 2009 - present

MEMBERSHIPS

SUNY Librarians Association | 2009 - present
EXPERIENCE

**Buffalo City Court** – Buffalo, New York
Buffalo City Court Judge (January 2, 2015 - Present)
Acting Erie County Judge

- Presides over Domestic Violence Court for the City of Buffalo (December 2017 – present).
- Conducts arraignments, sets bail, and schedules matters for pre-trial conferences.
- Evaluates testimony of witnesses, including law enforcement, victims, and defendants, during hearing and trials.
- Administers decisions on admissibility of evidence and issues verdicts after trials.
- Conducts plea allocutions and sentences defendants in accordance with the New York State Penal Law.
- Hears civil matters, including small claims and trial do novos.

**Erie County District Attorney’s Office** - Erie County, New York
Assistant District Attorney (July 2008 – December 2014)

**Buffalo City Court Bureau, Justice Courts Bureau** (July 2008 – January 2011)
- Conducted arraignments and preliminary hearings in Buffalo City Court, as well as village and town courts within Erie County.
- Handled misdemeanor cases, including criminal proceedings involving Domestic Violence, Driving While Intoxicated, Assault, and Larceny.

**Felony Trial Bureau** (January 2011 – December 2014)
- Investigated and prepared prosecution of felony cases in the County and State Superior Courts.
- Prepared and submitted motions and various types of legal documents.
- Conducted Grand Jury investigations and presented criminal actions to the Grand Jury.
- Conducted arraignments, bail applications, and pretrial conferences.
- Tried criminal matters in the County and State Superior Courts.
- Researched legal issues and conducted legal analysis relative to search and seizure and admissibility of evidence.
- Interviewed law enforcement, complainants, and witnesses in regards to criminal proceedings.
- Engaged with members of the defense bar regarding plea negotiations.
- Prepared briefs and successfully argued in the Appellate Division, Fourth Department of the Supreme Court of the State of New York.
City of Buffalo, University District
Legislative Assistant to former Common Council Member Bonnie E. Russell
(December 2006 – July 2008)

- Provided office support to former Common Council Member Bonnie E. Russell.
- Assisted University District constituents address concerns including quality of life.
- Attended block club meetings and community events with and on behalf of former Common Council Member Bonnie E. Russell.

Granger Law Offices – Buffalo, New York
Legal Assistant (January 2006 – December 2006)

- Provided support to three general practitioners specializing in criminal defense.
- Drafted legal documents, researched legal issues, and maintained case files.

EDUCATION

Thomas M. Cooley Law School, Lansing, Michigan
Juris Doctor - May 2006

State University of New York at Buffalo, Buffalo, New York
Bachelor of Arts in Political Science - May 2002

BAR ADMISSION


AFFILIATIONS

Buffalo Prep – Board Member
Cullen Foundation – Scholars Committee Member
Assigned Counsel Program – Board Member
ECC Board of Trustees

Executive Summary

Date: April 25, 2019

Subcommittee: Consent Agenda

Agenda Item: Agreement requested between SUNY Erie and the County of Erie through the Erie County Department of Social Services for the purchase of Youth Engagement Services—Renewal

This item is for: For Board's Approval

Backup Documentation: Attached to this document

Background Information:

Erie County implemented the Youth Engagement Services (YES) program in 2003 to address the job readiness and social needs of foster care youth identified as having one or more at-risk indicators. The Youth Engagement Service (YES) (formerly Independence Bound) Program of SUNY Erie will provide services that support the vocational readiness needs and development of Erie County’s foster care youth which includes assistance with goal setting and career planning, college preparation, and academic support for those who express a genuine interest in obtaining a post-secondary education and job training.

Reasons for Recommendation:

The contract requires renewal annually.

Fiscal Implications:

The contract provides $190,000 per year from the Erie County Department of Social Services to the YES Program.

Consequences of Negative Action:

At-risk students would not receive available support.

Steps Following Approval:

Review and approval by SUNY Erie Legal Counsel Leslie Ortiz Fogg, Assistant County Attorney, Erie County.

Contact Information If Any Questions:

Nora Clark, Vice President for Student Affairs, City Campus
Phone: (716) 851-1122/email: clarkn@ecc.edu
AGREEMENT

BY AND BETWEEN

THE COUNTY OF ERIE THROUGH
THE ERIE COUNTY DEPARTMENT
OF SOCIAL SERVICES

AND

ERIE COMMUNITY COLLEGE

FOR THE PURCHASE OF

YOUTH ENGAGEMENT SERVICES
THIS AGREEMENT made this day of , 20 ,

by and between the County of Erie through the Erie County Department of Social Services, hereinafter called the Department, located at 95 Franklin Street, Buffalo, New York 14202, and Erie Community College located at 4041 Southwestern Boulevard, Orchard Park, New York 14127, hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Erie is charged with the responsibility for the administration of all child welfare services in the County of Erie at public expense pursuant to Section 395 et seq. of Social Services Law, and

WHEREAS, the Agency, under the terms of its corporate authority has the power to provide the services required to be performed herein and made a part of hereof, and

WHEREAS, the Department believes that the amount of funds to be paid to the Agency is reasonable and necessary to assure quality services, and

WHEREAS, it is economically and organizationally feasible for the Department to contract with the Agency for the performance of these services,

NOW THEREFORE, it is mutually agreed as follows:

The vendor shall bill Erie County Department of Social Services only for services agreed to in this contract, as outlined in APPENDIX A.

1. ACCOUNTABILITY

The Contractor shall be fully accountable for its performance under this Contract and its officers
agree to answer, under oath, all questions relative to the performance thereof, and to any transaction, act or mission, had, done or omitted in connection herewith called before any judicial county, state or federal agency empowered to investigate this Contract or its performance.

2. **AMENDMENT**

This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

3. **ASSIGNMENT**

The Contractor shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the Department. The Contractor shall not subcontract any part of the Services without the written consent of the Department, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the Department is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Contractor that for the purposes of this Agreement, all Services performed by a County-approved subcontractor shall be deemed Work performed by the Contractor and the Contractor shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.
4. **BACKGROUND CHECKS**

The contractor shall conduct a criminal history and State Central Register of Child Abuse and Maltreatment check for all employees/volunteers as a condition of employment for the performance of work under this contract or any subcontract hereunder prior to any employment. Any applicant, volunteer or employee found to be a registered sex offender will be immediately terminated or their application denied for employment.

In addition, contractor agrees to conduct the aforesaid history and State Central Register of Child Abuse and Maltreatment checks for all current and prospective employees/volunteers periodically throughout the course of their employment with the contractor. The contractor shall conduct said periodic checks at a minimum of every 18 months for each employee/volunteer performing work under this contract or any subcontract hereunder.

5. **CONFIDENTIALITY**

The Contractor represents and agrees to safeguard the confidentiality of all information utilized by or in the possession of the Contractor under this Contract where such information is subject to Federal and State confidentiality statutes and regulations. Any breach of confidentiality by the Contractor, its agents or representatives pursuant to said statutes or regulations shall be cause for immediate termination of this Contract.

6. **EQUIPMENT**

The Agency agrees that all equipment purchased under this Agreement with a unit cost over $200 (two hundred dollars) and/or with a useful life of more than 2 (two) years is the property of the Department and upon the termination of this contract, the Department may request that the equipment be returned.
7. **EXECUTIVE ORDER**

Pursuant to New York Executive Order 38, issued January 18, 2012, and as prescribed by State regulations promulgated thereunder, should the Consultant/Contractor/Agency be considered a covered provider thereunder, the Consultant/Contractor/Agency shall comply with all reporting obligations contained in such regulations. Reporting obligations include, but shall not be limited to, the submission of a completed EO 38 Disclosure form for each reporting period. Such forms shall be submitted in the manner and form specified by the State agency(ies) providing funds through this Agreement. All such reporting shall be made directly to such funding State agency(ies). The County shall not be responsible for receiving or forwarding such reports to State agencies. In addition to compliance with State regulations applicable thereto, Consultant/Contractor/Agency shall comply with all substantive requirements of Executive Order 38, including the cap on certain executive compensation and required minimum percentage payments for direct care services. Evidence of such compliance shall be submitted to the County on an annual basis. If agency is a Covered Provider, evidence of such compliance shall be submitted with the fourth (4th) quarter report.

The Agency shall comply with Executive Order 13 (2014), and agrees to complete the Certificate collectively attached hereto and made a part hereof. The Agency shall make such records available, upon request, to the County’s Division of Equal Employment Opportunity for review.

The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Agency, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency’s compliance with Erie County Executive Order No.
13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014), may constitute grounds for determining that the Agency is not qualified to participate in future county contracts.

8. EXECUTORY

The contract is executory only to the extent of monies available to the Department for the performance hereof and appropriated therefore and no liability on account thereof shall be incurred by the Department beyond the monies available and appropriated for the purpose thereof.

In addition, the parties recognize and acknowledge that the obligations of the Department under this Agreement are subject to annual appropriations by its Erie County Legislature. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The Department shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the Department hereunder shall constitute a current expense of the Department and shall not in any way be construed to be a debt of the Department in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the Department, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the Department. The Department shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The Department shall retain the right, upon the occurrence of the adoption of any County Budget by the County Legislature during the term of this Agreement or
any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the Department shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the Department subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the “State Budget”) proposed and adopted during the term of this Agreement. The Department shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on Department finances. After such analysis, the Department shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the Department subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

9. **GOVERNING LAW**

This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Erie.
If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

10. **HEADINGS**

The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provisions of this Agreement.

11. **INDEMNIFICATION**

The Contractor agrees:

a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the Department, the Contractor shall indemnify and hold harmless the Department and New York State, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney’s fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor; and (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.
12. INDEPENDENT CONTRACTOR

The Contractor and the Department agree that the Contractor and its officers, employees, agents, contractors, subcontractors, and/or consultants are independent contractors and not employees of the department, agency, or unit thereof. In accordance with their status as independent contractors, the Contractor covenants and agrees that neither the Contractor nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the department, agency or unit thereof; and that it will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State of New York or the Department, including but not limited to Worker's Compensation coverage or retirement membership or credits.

13. INSURANCE

The Contractor agrees to procure and to maintain in force, for the duration of this Contract, such insurance naming the County of Erie as an additional insured, as is determined appropriate by the Department for the purpose of this Contract. Such coverage must be identified and entered upon the County Standard Insurance Certificate or its acceptable substitute and signed by the Contractor's insurance company, agent or broker, which shall be subject to approval by the County Department of Law and upon approval, shall be attached to and become part of the Contract.

14. INTERPRETATION

The Contractor shall be responsible for providing interpretation services to clients, when necessary, at no additional cost to the Department.

15. LAWS APPLICABLE

The Contractor agrees to comply, at its own expense, with the provisions of all applicable local, state...
and federal laws, rules and regulations. The Contractor shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and other employed to render the Services hereunder.

16. **MBE/WBE PARTICIPATION**

Pursuant to County of Erie Local Law No. 9, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all Departments of the County. The Contractor agrees to complete the questionnaire attached hereto and forming a part hereof entitled Business Enterprises Owned and Controlled by Persons of Color or Women and submit same as an addition to the required fourth quarter report subject to the reporting terms contained in this agreement.

17. **NON-DISCRIMINATION**

The Contractor expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status or any other status protected by New York State or Federal laws during the term of or in connection with this Agreement.

18. **NON-REIMBURSABLE SERVICES**

The Contractor certifies that the services being contracted are not otherwise available from the Contractor on a non-reimbursable basis.
19. **NOTICES**

All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

**Notices shall be sent to the following:**

To the County Program Area:

Catherine Gavin, First Deputy Commissioner  
298 Main Street, 3rd Fl., Buffalo, New York 14202

With a copy to:  
Erie County Department of Social Services,  
Office of Counsel, 95 Franklin St, Room 746  
Buffalo, New York 14202

To the Contractor:

Erie Community College  
4041 Southwestern Blvd.  
Orchard Park, New York 14127

Provost and Executive Vice President  
North Campus  
6205 Main Street  
Williamsville, NY 14221

CFO and Sr. VP of Administration and Finance  
City Campus  
121 Ellicott Street, Buffalo, NY 14203

20. **PAYMENT**

For the Services to be performed pursuant to this Agreement, the Contractor shall be paid an amount not-to-exceed **One Hundred Ninety Thousand Dollars and no cents** ($190,000.00).

Except as otherwise expressly stated in this Agreement, no payment shall be made by the Department to the Contractor for out-of-pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Contractors bills shall be rendered at the end of each calendar quarter for actual expenditures made
a. Bills will provide line item actual expense detail along with approved annual budget. Line item
detail will include a statement of individual employee salary expense charges to the contract. Said
detail is to include name, title, dollar amount, hours worked and payment period.

b. Adjustments to the budget; prior approval from the Department’s Fiscal Management Office must
be obtained if the Contractor wishes to transfer available budgeted line item funds from one category
of expense into another line item category of expense which was not included in the original agency
submission, regardless of the amount. The Contractor’s failure to obtain the Department’s written
consent may result in the Department’s disallowance of said deviations.

The Department’s consent shall not be required if the individual line item adjustment made during
the term of this Contract does not exceed a $1,000.00 transfer between line items that appeared in the
original budget. All adjustments to the budget should be indicated on the Quarterly Fiscal Reports.

Any and all requests for payment to be made, including any request for partial payment if such is
permitted hereunder, shall be submitted by the Contractor on properly executed payment vouchers of
the Department and paid only after approval by the Department. All payment vouchers must be
accompanied by a numbered invoice and must contain the invoice number where indicated. All
invoices submitted during each calendar year shall utilize consecutive numbering and be non-
repeating. In no event shall final payment be made to the Contractor prior to completion of all Work
and the approval of same by the Department.

The Contractor shall, at no additional charge, furnish all labor, services, materials, tools, equipment
and other appliances necessary to complete the Services, unless specific additional charges are
expressly permitted under this Agreement. It is recognized and understood that even if specific
additional charges are expressly permitted under this Agreement, in no event shall total payment to
the Contractor exceed the not-to exceed amount set forth above.

21. PROCUREMENT

This is a procurement contract with Erie County through the Erie County Department of Social
Services, paid for in whole or in part with Federal funds. The vendor is not considered to be a sub­
recipient of Federal assistance funds for the purpose of OMB Circular A-128 and A-133.

22. RECORDS

The Contractor agrees to keep and, upon reasonable prior request, make available to the United
States, New York State, the Department and the Erie County Comptroller or their designees, its
financial and other records of the funds paid to it and performed by it hereunder.
The United States, New York State, the Department and the Erie County Comptroller or their
designees' may, at their option, on reasonable notice, and its expenses, audit the pertinent books and
records of the Contractor concerning this Contract. The Contractor agrees to retain all books,
records, and other documents relevant to this agreement for six years after final payment.
Prior to the making of any payments hereunder, the Department may, at its option, audit such books
and records of the Contractor as are reasonably pertinent to this Agreement to substantiate the basis
for payment. The Department shall, in addition, have the right to audit such books and records
subsequent to payment, if such audit is commenced within one year following termination of this
Agreement.

23. REPORTING

Quarterly fiscal reports shall be submitted directly to the DSS Fiscal Management Office. Contact
Quarterly fiscal reports shall be prepared in Excel files developed by fiscal management based on the Budget submission contained in Appendix B. Quarterly fiscal reports will be provided to agencies once contracts are fully executed. Quarterly programmatic reporting as required by the Department in the form specified by the Department shall be provided as soon as quarterly data is available but no later than 30 days after the end of the quarter. **Reports must be submitted to:** Contract Monitoring, 95 Franklin Street, Room 1280, Buffalo, New York 14202. The failure of the Contractor to submit required reports as specified by the Department may result in the suspension of all payments for services rendered by the Contractor pursuant to this Contract and may at the discretion of the Department result in the Department’s cessation of service referrals to the Contractor until such time as the Contractor remedies said failure to the satisfaction of the Department. Reports required by the Department may be added, deleted or revised over time and these reports are deemed to be incorporated into this contractual agreement if and as they occur.

24. **TERM**

The term of this Agreement shall commence on January 1, 2019 and shall terminate on December 31, 2019, unless terminated earlier pursuant to the provisions of this Agreement. The Contractor shall report to the Department on its progress toward completing the work and shall immediately inform the Department in writing of any cause for delay in the performance of its obligations under this Agreement.

25. **TERMINATION**

(a) The Department, upon thirty (30) day notice to the Contractor, may terminate this Agreement in whole or in part when the Department deems it to be in its best interest. In such event, the
Contractor shall be compensated and the Department shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination. Upon receipt of notice that the Department is terminating this Agreement in its best interests, the Contractor shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Department, and the Contractor shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the Services rendered by the Contractor prior to the date of termination, it is understood and agreed that the Department shall determine the value of such Services rendered by the Contractor. The Contractor shall accept such reasonable and good faith determination as final.

(b) The contract may be terminated immediately by ECDSS, without notice, for cause or discovery of the contractor’s non-performance or breach of this contract.

26. **WAIVER**

Failure of the Department to insist, in any one or more instances, upon strict performances of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the Department of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall be deemed a waiver of any such breach and no waiver by the Department of any provision hereof shall be implied.
IN WITNESS THEREOF:

The parties hereto have executed this agreement as of the day and year first above written.

APPROVED AS TO CONTENT

ECDSS Program Area

DATE: __________

APPROVED AS TO FORM

ECDSS OFFICE OF COUNSEL

BY: __________________________

DATE: ______________

FOR THE CONTRACTOR:

(Signature)

TITLE: __________________________

Dr. Dan Hocoy
SUNY Erie President

STATE OF NEW YORK ) s.s.
COUNTY OF ERIE )

On this ______ day of ____________, 20___, before me personally came ____________________________, to me known, who, being duly sworn, did depose and say that (s)he resides in ____________________________; that (s)he is an (the) ____________________________, of the corporation described in and which executed the foregoing instrument; that (s)he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation; and that (s)he signed (her)his name thereto by like order.

TO: __________________________

NOTARY PUBLIC

My Commission expired on ____________.

FOR THE ERIE COUNTY DEPT. OF SOCIAL SERVICES:

COMMISSIONER

DATE: ______________

FOR THE COUNTY OF ERIE:

MARK POLONCARZ / MARIA WHYTE
County Executive / Deputy County Executive

DATE: ______________
SUNY ERIE COMMUNITY COLLEGE and YOUTH ENGAGEMENT SERVICES

APPROVED AS TO CONTENT:

\[\text{Signature}\]

By: Nuriyah Clark  
Vice President of Student Affairs

Date: 3/19/18

APPROVED AS TO FORM:

\[\text{Signature}\]

By: Leslie Ortiz-Fogg  
Assistant Erie County Attorney

Date: 

BOT approval date: 

Erie CC Doc. #: 

317
Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together “Equal Pay Law”). We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Equal Pay Law.

We certify that we have not been the subject of an adverse finding under the Equal Pay Law within the previous five years and, in the alternative, if we were the subject of an adverse finding under the Equal Pay Law within the previous five years, we have annexed a detailed description of the finding(s). In addition, we have annexed a detailed description of any currently pending claims under the Equal Pay Law in which we are involved.

__________________________
Signature

Verification

STATE OF ______________________ ) SS:
COUNTY OF __________________ )

A) ___________________________, being duly sworn, states he or she is the owner of (or a partner in) ____________________________, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

OR

B) ___________________________, being duly sworn, states that he or she is the Name of Corporate Officer ___________________________, of ___________________________, Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this ________
Day of ________________, 20__
__________________________
APPENDIX A

INDEPENDENT LIVING/YOUTH ENGAGEMENT SERVICES
OUTLINE FOR COMPLETION OF DESCRIPTION OF PROGRAM

CONTRACTOR  Erie Community College

PERIOD  1/1/2019 - 12/31/2019  CONTRACT # YES 4763

1.  
   A. Contractor's Corporate Name.
   B. Contractor's Legal Address.
   C. Other Service addresses, if any.
   D. Attach list of names and addresses of officers of Corporation and members of Board of Directors.

   Ongoing updates are required within 30 days of any change in the above.

2. SERVICE MODEL AND OUTCOMES:

   Describe how the service model of your program components, as agreed to, will achieve the following, as required by applicable Laws, Rules and Regulations, including, but not limited to, those required Adoption and Safe Families Act (ASFA) outcomes:

   Target Population:

   The target population for all Independent Living/Youth Engagement services is youth between the ages of 14 and 21 who are in foster care, or who were discharged from foster care with a goal of APPLA-LI. Under very specific circumstances and with appropriate referrals, these services may also be offered to at-risk youth in the community at large. At-risk youth in danger of dropping out of school include youth who are behind a grade level or over the normal age for the current grade, youth with poor school attendance, youth with poor grades in core subjects, youth with low standardized test scores, youth who exhibit disruptive behavior and/or have been suspended, and those with involvement in the juvenile justice system and/or child protective services.

   Youth will participate in formulating a transitional living plan beginning no later than age 17 ½, or within six months of leaving care. It is expected that youth will receive comprehensive services and support to complete the goals identified in their service plan for as long as needed until the age of 21.

   NOTE: Youth 18-20 leaving foster care or who have left foster care but who are requesting independent living services must participate on a voluntary basis and sign an agreement with the service provider for case management services. This agreement outlines services to be provided, and must be available as long as the youth is in need of services and willing to participate until the age of 21. The plan must address how the young adult will assume responsibility once the assistance ends.

   The following are examples of the kinds of services that fall under the scope Independent Living/Youth Engagement Services:

   • assistance with obtaining a high school diploma
   • career exploration
   • vocational and computer training
   • preparation for post-secondary education
   • counseling
   • job placement and retention
   • training in daily living skills
   • training in budgeting and personal financial management
   • substance abuse prevention
   • preventive health programs
   • mentoring
   • housing assistance
   • case management

Revised 12/12 319
3. **INDEPENDENT LIVING OR YOUTH ENGAGEMENT SERVICE PROJECTIONS:**

Provide projections of the following Independent Living/Youth Engagement Services outcomes for the population to be served during 2013. These projections must, at a minimum, insure that the Independent Living/Youth Engagement Services to be provided meet the requirements of all applicable Laws, Rules and Regulations.

A. Children served in:
   - educational programs
   - vocational programs
   - life skills programs

4. Description of persons to be served in the program: geographic area to be served, demographic profile and anticipated service needs.

5. Describe each component of the program:

   A. Intake Process:
      - Admission criteria
      - Method and timing of client engagement
      - Description of assessment process and methods

   B. Method of service provision, including but not limited to:
      - Types of settings and facilities
      - Service components available and how each is provided
      - Hours and days of service availability
      - Frequency of contact
      - Method of providing client transportation
      - Criteria for termination

6. Describe the capacity of each component

   A. Estimated total number of children to be served during the contract period.
   B. Number of children that can be served by the program at one time.
   C. If ECDSS is funding less than 100% of the program, how many of the total served will be funded through this contract?

If services are to be provided at more than one location, the above data is required for each location/office/site.

7. Unit of service for each component:
   - Units of service and hours of service to each child
   - Number of units to be provided during contract period
   - Method used to calculate the number of units

   Billing based on Daily Activity Recording must be supported by progress notes recorded in Connections sufficient to document services provided on that date. Progress notes must meet requirements of Uniform Case Recording and the contractual Standards of Practice.

8. Describe staffing pattern, including:
   - Provide program organizational chart
   - Job titles and number of staff in each title; e.g., 2 Social Workers, 1 Clerk
   - Education and experience requirements established by agency for each position title.
   - Provide résumés for all service staff including aides and program supervisors/administrators.
   - Staff roles, workload expectations.

The staffing pattern and qualifications agreed to is expected to be maintained throughout the term of the contract, and the Agency is expected to provide a quarterly staffing report. Also be advised that any changes which occur before the contract begins (after submission and approval) are to be communicated within 30 days of the start of the contract and must be approved by Erie County Department of Social Services (ECDSS).

Revised 12/12
9. Describe provisions for continuing staff training, education and supervision. Describe training of staff to meet the ASFA regulations and training on methods used for measuring outcomes.

10. Describe how program goals and objectives are measured, evaluated and monitored, the frequency of evaluation, and the methods for assessing the effectiveness of the program. Include specific measurements as related to the ASFA outcomes listed in 2. For example, refer to the Child Well-Being Scale or any comparable standard scale. At minimum, include specific outcome measurements used at assessment and measurement and evaluation methods used at closing.

11. The applicant agency must describe the specific objectives, goals, and outcomes for its program, including plans to monitor, evaluate, and report these outcomes. It is understood that although a number of factors may relate to a defined outcome, ECDSS is requiring that indicators for identified goals be included in the design of the service.

ECDSS will require contracted agencies report these outcomes on a quarterly basis.

The identified goals and outcomes listed are merely the minimum required and applicant agencies may provide additional measures to reflect desired outcomes.

Describe your proposed approach to program evaluation and reporting to ECDSS. Clearly define how this project will meet the performance targets associated with this RFP, and how the Proposer will monitor compliance, performance, and a plan for quality improvement.

12. Provide the name of a liaison person who can address general program and administrative policy issues.
APPENDIX B - FISCAL
Calculations with Hourly Rate Calculation

AGENCY: Erie Community College

FUNDING PERIOD: 1/1/2019-12/31/2019

RFP # and NAME: RFP # 1825VF Independent Living and Youth Engagement Services

The Fiscal Calculation pages request information in the following tables:
1) Summary Funding Request - To be completed from information provided in tables 2-7.
2) Direct Program Operating Expense
3) Administrative Overhead
4) Revenue
5) Rate Calculation (if applicable)
6) Detailed Direct Program Staffing Expense
7) Detailed Administrative Staffing Expense

The budget is an accounting of cash expenditures only. It must not include any in-kind contributions or donations, or the cash value thereof; however, cash donations must be included in this cash expenditure budget.

Budget and financial information will be utilized to evaluate the cost effectiveness of your RFP and for comparison to other agency responses. Please note that final awarded contracts may request more detailed information.

This form as an Excel file is available upon request in the DSS Fiscal Management Office to Necole Ervin at 858-6099, or via e-mail at necole.ervin@erie.gov.

1) SUMMARY FUNDING REQUEST (Derived from the detailed information in tables 2-7.)

Indicate in the columns below a summary of the total program budget requested for this RFP. Comparative prior year funding information should be included if the agency is requesting a continuation of a program previously funded by the Department of Social Services.

<table>
<thead>
<tr>
<th>PROGRAM COST</th>
<th>2019 Contract</th>
<th>2019 Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Direct Salary and Fringe Benefits</td>
<td>145,153.00</td>
<td>148,490.07</td>
</tr>
<tr>
<td>Total Direct Operating Expense</td>
<td>43,897.00</td>
<td>40,559.13</td>
</tr>
<tr>
<td>Total Administrative Overhead</td>
<td>950.00</td>
<td>950.00</td>
</tr>
<tr>
<td>TOTAL PROGRAM COSTS</td>
<td>190,000.00</td>
<td>190,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REVENUE</th>
<th>2019 Contract</th>
<th>2019 Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Funding</td>
<td>150,000.00</td>
<td>150,000.00</td>
</tr>
<tr>
<td>In-kind Donations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Revenue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER REVENUE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL REVENUE</td>
<td>150,000.00</td>
<td>150,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NET (Revenue minus Expense)</th>
<th></th>
<th></th>
</tr>
</thead>
</table>
## 2) DIRECT PROGRAM RELATED EXPENSE

Indicate all expense items related to the direct provision of client services, cash expenditures only. It must not include any in-kind contributions or donations, or the cash value thereof; however, cash donations must be included in this cash expenditure budget.

<table>
<thead>
<tr>
<th>DIRECT PROGRAM EXPENSE</th>
<th>2018 Contract</th>
<th>2019 Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Program Staffing (Staffing Table 6)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries, Wages</td>
<td>105,824.00</td>
<td>106,064.91</td>
</tr>
<tr>
<td>Total Fringe Benefits</td>
<td>42,329.00</td>
<td>42,425.96</td>
</tr>
<tr>
<td>Subtotal Salary and Fringe Benefits</td>
<td>148,153.00</td>
<td>148,490.87</td>
</tr>
<tr>
<td>Direct Operating Expense</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee travel/mileage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Training</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance and repairs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General program related supplies</td>
<td>4,361.00</td>
<td>12,059.13</td>
</tr>
<tr>
<td>Maintenance and repairs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phones</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment: (List items)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contracted Client Services: (List contracts)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Job Readiness Training</td>
<td>2,336.00</td>
<td>4,500.00</td>
</tr>
<tr>
<td>2019 - 25 Participants ($10/hr * 18hrs)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paid Internships</td>
<td>34,200.00</td>
<td>24,000.00</td>
</tr>
<tr>
<td>2019 - 12 Participants ($10/hr * 20hrs *10wks)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2018 - 20 Participants ($9/hr * 19hr *10wks)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contracted Services Not Client Related (List contracts)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal Direct Operating Expenses</td>
<td>40,897.00</td>
<td>40,550.13</td>
</tr>
<tr>
<td>TOTAL DIRECT PROGRAM COSTS</td>
<td>189,050.00</td>
<td>189,050.00</td>
</tr>
</tbody>
</table>
3) **ADMINISTRATIVE OVERHEAD**

Administrative Overhead cannot exceed 15% of the total Direct Service Program Budget. Detail cash expenditures only.

<table>
<thead>
<tr>
<th>Administrative Overhead</th>
<th>2018 Contract</th>
<th>2019 Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Staffing</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries, Wages</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Fringe Benefits</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Administrative Salary and Fringe Benefits</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Administrative Operating Expense</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee travel/mileage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Training</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance and repairs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General program related supplies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phones</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Equipment (List items)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Contracted Services Not Client related (List contracts)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>950.00</td>
<td>950.00</td>
</tr>
</tbody>
</table>

**Subtotal Administrative Operating Expense** 950.00 950.00

**Total Administrative Overhead** 950.00 950.00

**Total Direct Program Costs** 189,050.00 189,050.00

**Administrative Expense as Percent of Program Cost** 0.50% 0.50%
4) REVENUE

Detail below all revenue sources directly related to the total proposed program.

<table>
<thead>
<tr>
<th>Revenue</th>
<th>2018 Contract</th>
<th>2019 Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Funds Requested from the County</td>
<td>190,000.00</td>
<td>190,000.00</td>
</tr>
<tr>
<td>In-kind Donations (List in-kind donations specific to this proposal):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office Space</td>
<td>5,000.00</td>
<td>5,000.00</td>
</tr>
<tr>
<td>Equipment</td>
<td>5,000.00</td>
<td>5,000.00</td>
</tr>
</tbody>
</table>

Total In-Kind: 10,000.00

Cash Donated Funds - (Indicate Source):

Total Cash Donated Funds:

Other Funding Source:

Total Other Sources:

Total Revenue 200,000.00

5) RATE CALCULATION (If applicable)

Detail below all revenue sources directly related to the total program expense.

<table>
<thead>
<tr>
<th>Rate Calculation</th>
<th>2018 Contract</th>
<th>2019 Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Program Cash Expenditures (Direct plus Admin. Overhead)</td>
<td>190,000.00</td>
<td>190,000.00</td>
</tr>
<tr>
<td>Flex Funds (Applies to traditional and specialized preventive services and may not apply for all contracts.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash Donated Funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amount payable through this proposal (A+B-C)</td>
<td>190,000.00</td>
<td>190,000.00</td>
</tr>
<tr>
<td>In-kind Donations</td>
<td>10,000.00</td>
<td>10,000.00</td>
</tr>
<tr>
<td>Total Donated, Cash and In-kind (C+E)</td>
<td>10,000.00</td>
<td>10,000.00</td>
</tr>
<tr>
<td>Number of Proposed Units of Service</td>
<td>100.00</td>
<td>100.00</td>
</tr>
<tr>
<td>Hourly Unit of Service Cost ((C+B)/G)</td>
<td>1,900.00</td>
<td>1,900.00</td>
</tr>
</tbody>
</table>
6) STAFFING REVIEW - PROGRAM RELATED

In the following columns list all proposed direct program related staff. Indicate full or part time employees. Comparative prior year staffing levels should be included if the agency is requesting a continuation of a program previously funded by the Department of Social Services.

<table>
<thead>
<tr>
<th>Direct Program Related Staffing</th>
<th>% of Time</th>
<th>Current Salary</th>
<th>Current Period Cost</th>
<th>% of Time</th>
<th>Proposed Salary</th>
<th>Total Proposed Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Time Position Title</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Director RPT, Terry Kirby</td>
<td>0.75</td>
<td>83,632.00</td>
<td>62,723.82</td>
<td>0.75</td>
<td>89,820.80</td>
<td>62,867.70</td>
</tr>
<tr>
<td>Mentor RPT, Snejana Brooks</td>
<td>0.80</td>
<td>53,875.00</td>
<td>43,099.98</td>
<td>0.80</td>
<td>53,996.51</td>
<td>43,197.21</td>
</tr>
</tbody>
</table>

| Part Time Position Title        |           |                |                     |           |                 |                     |

| Total Salary:                  | 105,423.80| 106,064.91     |
| Total Fringe Benefit Cost:     | 42,329.52 | 42,426.96      |
| Fringe Benefits as percent of total salary: | 40.00% | 40.00% |

Attach a separate worksheet showing details for all fringe benefit categories only if the fringe benefit totals exceed 35% of total salary. Detail fringe benefit information will be required in final contract documents.
7) STAFFING REVIEW - Administrative

In the following columns list all administrative staff. Indicate full or part time employees. Include all Full and Part-Time Executive, Administrative Support and Clerical Staff who do not provide Direct Client Service and Service Supervision. Comparative prior year staffing levels should be included if the agency is requesting a continuation of a program previously funded by the Department of Social Services.

<table>
<thead>
<tr>
<th>Administrative Staff</th>
<th>% of Time</th>
<th>Current Salary</th>
<th>Current Period Cost</th>
<th>% of Time</th>
<th>Proposed Salary</th>
<th>Total Proposed Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Time Position Title:</td>
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<tr>
<td>Part Time Position Title:</td>
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<tr>
<td>Total Salary:</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Total Fringe Benefit Cost:</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Fringe Benefits as percent of total salary:</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Attach a separate worksheet showing details for all fringe benefit categories only if the fringe benefit totals exceed 35% of total salary. 
Detail fringe benefit information will be required in final contract documents.
APPENDIX C

QUARTERLY PROGRAM REPORTING

For Programmatic Reporting use attached form

(For Fiscal Reporting document to be provided once Agreement is fully executed)
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE INSURING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: if the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<table>
<thead>
<tr>
<th>PRODUCER LICENSE #</th>
<th>CONTACT NAME</th>
<th>ADDRESS</th>
<th>INSURED</th>
<th>CERTIFICATE AFFECTING COVERAGE</th>
<th>NAIC NO.</th>
<th>TEL NO:</th>
<th>TEL NO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>BIT-1879044</td>
<td>Lawley Agency, LLC</td>
<td>361 Delaware Avenue, Buffalo, NY 14202</td>
<td>Erie Community College, Paul Daniels, Business Mgr, 4041 Southwestern Blvd, Orchard Park, NY 14127</td>
<td>Erie American Insurance Co. 22867</td>
<td></td>
<td>(716) 545-8281</td>
<td>(716) 545-8281</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COVERAGES</th>
<th>CERTIFICATE NUMBER:</th>
<th>REVISION NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>A X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR.</td>
<td>XPEG2815529003</td>
<td>08/25/2018 08/25/2019</td>
</tr>
<tr>
<td>X Agg Limits.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GENERAL AGGREGATE LIMIT APPLIES PER POLICY:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHERS:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| B AUTOMOBILE LIABILITY | | |
| X ANY AUTO OWNER AUTO ONLY SCHEDULED AUTO NON-OWNED AUTO ONLY NON-OWNED EXCEPTED | AW6D021734 | 08/25/2018 08/25/2019 |

| WORKERS' COMPENSATION AND EMPLOYER LIABILITY AND PROFESSIONAL INDEMNITY INSURANCE IF YOU DO NOT UNDER INSURE OR DEFAULT IN THE DESCRIPTION OF OPERATIONS BELOW | X | N |

DESCRIPTION OF OPERATIONS LOCATIONS / VEHICLES (ACORD 29, additional remarks allowed, may be attached if more space is required)

County of Erie is named as additional insured as required by written contract.

CERTIFICATE HOLDER

Erie County Department of Social Services
95 Franklin Street
Buffalo, NY 14202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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SUNY ERIE COMMUNITY COLLEGE
INDEPENDENCE BOUND/YOUTH ENGAGEMENT SERVICES
Request for Proposal Application
RFP#1825VF

Sponsored by

ERIE COUNTY DEPARTMENT OF SOCIAL SERVICES
COMPREHENSIVE INDEPENDENT LIVING SERVICES
Edward A. Rath County Office Building
95 Franklin Street
Buffalo, New York 14202

JANUARY 1, 2019 – DECEMBER 31, 2019
SUNY ERIE COMMUNITY COLLEGE
INDEPENDENCE BOUND/YOUTH ENGAGEMENT SERVICES
Request for Proposal Application
RFP#1825VF

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A. Program Description/Target Population

The Independence Bound/Youth Engagement Services (YES) Program of Erie Community College (ECC) will provide services that support the vocational readiness needs and development of Erie County's foster care youth which includes assistance with goal setting and career planning; college preparation and academic support for those who express a genuine interest in obtaining a post-secondary education, and job training. Independence Bound/YES will serve up to 100 foster care youth ages 16-21 years with an alternative planned permanent living arrangement. Independence Bound/YES will serve all other identified cohorts under the Chafee Foster Care Independence Act of 1999 (former IV-E Independent Living legislation).

Ten years ago the US went through one of the worst economic disasters this country has experienced since the infamous Great Depression, called the Great Recession. During this period, the unemployment rate was at an all-time high, topping out at 7.2 percent at the close of 2008. The instability of the job market and decrease in the number of opportunities available resulted in an extremely competitive job market, making it difficult for the most prepared job seeker to secure employment. One could only imagine of this negatively impacted those with limited education and training, work experience, and poor communication skills; akin to the backgrounds of the youth and young adults we serve.

Young adults who were once associated with the foster care system, are among the many subgroups who struggled to establish themselves in this market, and are still struggling to find their way. 1 In fact, youth who age out of foster care are more likely than youth in the general population to rely on public assistance. Of the many variables that has led to this disappointing outcome is lack of work experience, which is the result of poor planning.

According to the United States Department of Labor’s Bureau of Statistic’s April 2018 report, the current unemployment rate is 4.1 percent. As we are seeing the job market at its best since the start of the Great Recession, Independence Bound/Youth Engagement Services seeks to use this opportunity to help develop into capable competitors in their fight to achieve self-sufficiency. This huge undertaking will begin with thoughtful goal-setting and career planning as it is important to be mindful about not putting the cart before the horse; in addition to the delivery of services and trainings which support the academic and employment goals specified by participants.

The opportunities we provide to participants would not be possible without the continuous support and encouragement of college administrators, faculty, and the various student support service departments whom the Independence Bound/Youth Engagement Services works closely with. Their knowledge and expertise in certain areas allow us to provide a more comprehensive network of support for our participants.

Recruitment/Partnerships

The linkages provided by ECC and ECDSS, provides a network with other local programs to help maximize the educational, occupational, and training opportunities available to foster care youth in Erie County. Independence Bound/YES has formed partnerships in the community through Community Internships, Tastes of IL, Focus on Youth Committee (includes Erie County agencies which work with the majority of Erie County agencies which service IL foster care youth such as: Gateway Longview(SILP and residential), Office of Child and Family Services (OCFS), Hillside, Child and Family Services, Baker Victory Services, Berkshire Farms, ECDSS, New Direction(Global Village), Kids Peace, Catholic Charities and referrals from within the college and some high schools.

INTAKE PROCESS

Admissions Criteria: Youth ages 16-21 years with an alternative planned permanent living arrangement.

Method and Timing: The referring worker/guardian should contact Independence Bound/YES to schedule the intake. The intake should take place within 7 days of initial referral.

Assessment Process: An initial meeting (intake) with the Independence Bound/YES project director or mentor is required. During the meeting an overview of services will be provided and at-risk indicators such as lack of a high school diploma or GED, learning disabilities (low test scores/behavioral issues), academically challenged (often due to changes in foster care placements), and being a single parent or pregnant will be identified. The youth will complete a vocational plan which outlines their short-term academic and vocational goals, and services will be recommended accordingly.

Special Needs Populations
The program will consult with the offices of Disabilities Students and International Student on an as need basis to support participants who are disabled, or from culturally diverse backgrounds.

METHODS OF SERVICE PROVISION

B. Vocational Services

Four comprehensive areas of service are provided to assist participants with achieving the academic and employment goals specified within their individual vocational plan completed during intake.

<table>
<thead>
<tr>
<th>Intake—Vocational Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Readiness Training &amp; Paid Internship</td>
</tr>
<tr>
<td>Individualized Employment Preparation</td>
</tr>
<tr>
<td>College Preparation/Academic Support</td>
</tr>
<tr>
<td>Interpersonal/Soft Skill Development</td>
</tr>
</tbody>
</table>
**Job Readiness Training and Paid Internship**

Workshops are facilitated by program staff with the support of ECC’s Career Resource Department to best meet the needs of program youth.

(I) **Job Readiness Training (JRT):** All program participants are required to complete in-class Career Assessment/Job Readiness program activities prior to obtaining an internship.

Job Readiness Training is comprised of the following:

- Personality Assessment (MBTI)
- Decision Making (learning techniques to assist them in making decisions)
- Values (learning how values influence their decision making process)
- Communication Skills (learning the messages that body language sends, how to avoid conflicts and what to do if you are involved in a conflict).
- The Process of Job Seeking (utilizing the web to seek out and apply for jobs, reading help wanted ads & filling out job applications)
- Workplace Etiquette (learn how to avoid losing a job & dealing with those who are different)
- Interviewing Skills (mock interviews and learning how to dress for an interview)
- Money Management/Budgeting

(II) **Paid Internship:** Upon successful completion of Job Readiness Training participants demonstrating the required level of job readiness and work maturity will have the opportunity to apply for a paid internship in a career field of interest to them. Participants can come up with a site on their own, or select from a list of community partners compiled by the program.

Program staff closely monitor internships by conducting periodic check-ins with site supervisors via phone, email, and written evaluation. The evaluations allow staff to gauge intern and site fit, and work performance (attendance, ability to follow direction, task completion, initiative, and level of engagement).

Termination of an internship may occur if intern demonstrates (1) poor attendance or punctuality; (2) receives poor evaluation from the employer; (3) poor attitude and inappropriate behavior; (4) theft; and (5) falsification of timesheets.

Internships are provided in the areas listed below, however, additional sites will be considered on a case-by-case situation.

- Health Care/Patient Transport
- Child Care/After School Programs (18 years and over)
- Administrative/Clerical
- Technology/Automotive

**Individualized Employment Preparation**

With the support of ECC’s Career Resource Center (CRC) participants will receive one-on-one assistance with the job search preparation process.

(I) Preparation services.

- Resume writing/critique
Mock Interview

(I) Long-term support and follow up services available.
- One-on-one case management
- Referrals to CRC for additional support which include access to the college’s job bank (ECC students only).
- Professional reference

College Preparation and Academic Support
Services will be provided to participants who have expressed interest in pursuing a post-secondary degree within their vocational plan.

(I) Career Exploration
Participants are encouraged to explore the degree and certificate (skilled trade) programs offered at the college by participating in campus tours organized and facilitated by ECC’s Recruitment Department. This linkage can be made through program staff.

(II) College Preparation
- Admissions Application
- Financial Aid (FAFSA) and scholarship applications—Tuition Assistance Program (TAP), Educational Training Voucher (ETV), and Educational Opportunity Program (EOP).
- Linkage ECC’s RISE (Readying Incoming Students for Excellence) Program—helps incoming students refresh their ELA and Math skills in preparation of the college’s entrance (placement). The goal is to decrease the number of students enrolling in non-credited courses to help shorten their journey towards degree attainment. Workshops are FREE and offered at all 3 campuses.
- Linkage and mandatory enrollment in New Student Orientation.

(III) Academic Support
- One-on-one case management and academic advisement (depending on program).
- Academic Skills Workshops (Study Skills Techniques, Proper Note Taking, and Overcoming Test Anxiety)
- Textbook support (case-by-case & limited)—offered to participants enrolled at ECC and are unable to purchase books and supplies due to a lack of AIDE, and in jeopardy of failing course.
- Referral to additional student support service departments i.e. Disability Student Services and tutoring.

Interpersonal/Soft Skill Development
A series of workshops organized throughout the year and facilitated by college staff, from various student support service departments (Counseling, Career Resources, and Student Government) to assist participants with improving soft skills important to successfully navigate the different aspects of life; school, work, and play.

CRITERIA FOR TERMINATION

Behavioral issues which include the following are immediate grounds for termination.
- Verbal or physical abuse toward program staff, college employees, or other participants.
- Theft of property.

HOURS AND DAYS OF OPERATION

Independence Bound/YES operates Monday-Thursday 9am-5pm and Friday 9am-4pm. Office hours are extended an hour during days when trainings are offered to accommodate participant school schedules.

OUTCOMES AND CONTINUOUS QUALITY IMPROVEMENT

Objective #1:
Timely provision of services for the participant, including regular and timely communication between the Independence Bound/YES and referring agency.

- 60% of all participants will have face-to-face contact with program staff within 7 days of initial referral.
- Intakes will take place at the college’s City Campus location (downtown).

Objective #2
Assist program participants with identifying vocational goals and developing career plan.

- Met with participants to develop short term action plan and update annually.
- Provide college preparation assistance to eligible participants (HS graduates) who list degree attainment as a goal within their action plan.
- Track completion of the following applications and processes; admissions, FAFSA, ETV, EOP and advisement.
- Refer participants who select General Studies as their major or select “uncertain” as their academic goal to ECC’s Career Resource Center (CRC) to complete FOCUS2 (career aptitude) assessment.
- 100% of participants referred to CRC will complete FOCUS2.
- 80% of participants who are ECC students will enroll in programs (associate or certificate) other than General Studies.

Objective #3
Utilize partnerships, collaborations, and referrals to provide participants with vocational training opportunities.

- New participants will be referred to the Job Readiness Training (JRT) Program.
- 60% will complete JRT.
- Identify appropriate internship site utilizing list of community partners and refer participants accordingly.
- Participants who meet the criteria for the Paid Internship Program will be linked to community partners.

Objective #4:
Provide programs and services that enable Independence Bound/YES participants to instinctively utilize effective verbal, written, and non-verbal communication skills.
Utilize available participant information (Myers Briggs, Focus2, vocational plan, and staff assessment) to identify best fit internship opportunities for participants who complete JRT and participate in the Paid Internship Program.

- 50% of interns will complete number of weeks allotted.
- Assess paid internship engagement and skill development.
- 50% of participants will have a satisfactory employer evaluation detailing work skills.
- Provide additional workshops (academic, vocational, and social) throughout the year that assist with participant development.
- 40% of participants will attend at least one workshop focused on improving skills relevant to their vocational goal.

Objective #5

Provide individualized services that assist participants in securing permanent employment.

- Utilize short-term action plans to increase usage of employment preparation services.
- 40% of participants will receive assistance with one or more of the following services: resume writing/critique and mock interview.
- Assess adequacy of resume writing services.
- 100% of participants who receive assistance will have a complete and functional resume.
- Utilize mock interview rubric to assess interview preparedness.
- 70% of participants who completed the Interview Preparation Workshop and Mock interview will have a rubric score of 3 or 4 (1-Beginner to 4-Advanced).

Objective #6

Participating youth will be satisfied with services provided

- 75% of participants will rate the services and trainings provided as satisfactory or above on standardized satisfaction survey utilizing the Likert scale.

C. Institutional Expertise

Erie Community College recognizes the role it must play in providing this underserved and at-risk population with support services necessary to meet their career goals and move towards self-sufficiency. Erie Community College's Independence Bound Program/YES has been in a partnership with Erie County Department of Social Services since 1993. The program has grown in the number of youth it serves and support services provided. Independence Bound/YES not only provides internships but support services which give foster care youth an opportunity to enhance and change their lives.

Additionally, Erie Community College has provided high-quality, low-cost educational programming, offering 100 degree-granting and certificate programs to the residents of WNY for more than 60 years. The college remains responsive to the needs of the community it serves by improving and changing programs and support services.

Erie Community College continues its commitment to promote community-wide education and has established a comprehensive network of outreach activities and programs designed to enhance the educational opportunities available to all community residents, particularly the traditional underserved and disadvantaged populations; including the Allied Health Careers Opportunity Project, Educational Opportunity Program (EOP), Vocational and Applied Technology Education (Perkins), Pathways Program (GED and College Prep) and Pre-Collegiate Studies. These programs are designed
to be mutually supportive of each other and of the College’s goal to provide comprehensive educational services for target population.

D. Independence Bound/YES Staff

1 Project Director (In-Kind): Assist students in all problem areas so they will succeed in pursuit of their goals; have good knowledge of counseling techniques and procedures; good knowledge of educational methods and theory; ability to counsel effectively; ability to motivate students effectively; ability to get along well with others; ability to relate empathetically to needs of student; sound professional judgment. Graduation from a regionally accredited four (4) year college or university with a Master’s Degree in student personnel services and two (2) years of counseling experience.

1 Mentor: Help students act independently while pursuing their academic and work-related goals. Mentors responsibility includes planning, training, problem solving, demonstrating, and collaboration. Mentors support students and faculty in advisement and retention activities. Mentors respond to requests for assisting students in an academic environment with guidance on a variety of issues. Graduation from a regionally accredited two (2) year college is required.

Reporting

Independence Bound will be administered under the general supervision of ECC’s Vice President for Student Affairs. The IB/YES Project Director will coordinate all program activities, supervise staff and file all required reports, financial statements and other duties related to the projects. This person will also coordinate resources college-wide, including student service offices (Career Resources, Workforce Development, Pathways to Success, Admissions, Financial Aid, Educational Opportunity Program (EOP), Disability Student Services, and the Moms Program) in support of the program. In addition, the project director will work closely with the Independent Living Coordinator of the Erie County Department of Social Services and participate in community-wide partnerships to assist individuals with Independent Living status. The Independence Bound Program/YES Mentor will assist the Project Director with program management (intake and assessment, counseling, case management, workshop facilitation and development of paid internships).

The Project Director will meet periodically with program staff and the ECDSS Independent Living Coordinator to identify and review project activities, and assess the strengths/weaknesses of the project. Program staff will also use youth workshop evaluations (Likert) as a measurement in workshop/activity development. Upon completion of each workshop a certificate or letter of attendance will be issued to the agency case planners (within 14 days of request).

The Project Director will prepare monthly, quarterly reports (within 14 days) after the conclusion of each month and quarter; and a final project evaluation report within thirty (30) days after the conclusion of the project. A comprehensive project manual of all project materials will be compiled by the staff and made available to all interested parties through Erie Community College’s Independence Bound/YES Office.

Reports are also required at various times from Erie Community College grants and student service departments. These reports will be forwarded (within 14 days). Attendance, attrition rates,
participation, involvement in vocational training activities, and direct contact with program participants will be used to determine program performance. The Project Director will use these measures as guidelines to prepare project evaluation and make periodic project modifications.

Notices

All notices of any nature referred to in this Agreement shall be forwarded to the following:

Contractor: Ms. Terry D. Kirby, Project Director
Independence Bound/Youth Engagement Services
121 Ellicott Street, RM205—Buffalo, New York 14203
Phone: 716-851-1030
E-Mail: Kirbiyt@ecc.edu

Nora Clark
Vice President for Student Affairs
121 Ellicott Street, RM118—Buffalo, New York 14203
Phone: 716-851-1122
E-Mail: Clarkn@ecc.edu

2019 Total In-Kind Donations

Office Space
18 office space/ space utilized during workshops and utilities $10,000

Equipment
(Use of equipment needed to conduct workshops, fax machines, duplication
and postage) $10,000

Total In-Kind Donations $20,000
Appendix B - Fiscal
Calculations with Hourly Rate Calculation

AGENCY: Erie Community College

FUNDING PERIOD: YES/NO

RFP # and NAME: RFP # 1825VF Independent Living and Youth Engagement Services

The Fiscal Calculation pages request information in the following tables:
1) Summary Funding Request - To be completed from information provided in tables 2-7.
2) Direct Program Operating Expense
3) Administrative Overhead
4) Revenue
5) Rate Calculation (If applicable)
6) Detailed Direct Program Staffing Expense
7) Detailed Administrative Staffing Expense

The budget is an accounting of cash expenditures only. It must not include any in-kind contributions or donations, or the cash value thereof; however, cash donations must be included in this cash expenditure budget. Budget and financial information will be utilized to evaluate the cost effectiveness of your RFP and for comparison to other agency responses. Please note that final awarded contracts may request more detailed information.

This form as an Excel file is available upon request in the DSS Fiscal Management Office to Necole Ervin at 858-6099, or via e-mail at necole.ervin@erie.gov.

1) SUMMARY FUNDING REQUEST (Derived from the detailed information in tables 2-7.)

Indicate in the columns below a summary of the total program budget requested for this RFP. Comparative prior year funding information should be included if the agency is requesting a continuation of a program previously funded by the Department of Social Services.

<table>
<thead>
<tr>
<th>PROGRAM COST</th>
<th>Current Contract</th>
<th>Proposed Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Direct Salary and Fringe Benefits</td>
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<td>148,460.87</td>
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<tr>
<td>Total Direct Operating Expense</td>
<td>43,897.00</td>
<td>40,569.13</td>
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<tr>
<td>Total Administrative Overhead</td>
<td>950.00</td>
<td>950.00</td>
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<tr>
<td>TOTAL PROGRAM COSTS</td>
<td>190,000.00</td>
<td>190,000.00</td>
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</table>

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<thead>
<tr>
<th>REVENUE</th>
<th>Current Contract</th>
<th>Proposed Budget</th>
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<tbody>
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<td>County Funding</td>
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<td>190,000.00</td>
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<tr>
<td>In-kind Donations</td>
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<tr>
<td>Donated Funds</td>
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<td></td>
</tr>
<tr>
<td>Other Revenue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL REVENUE</td>
<td>190,000.00</td>
<td>190,000.00</td>
</tr>
</tbody>
</table>

| NET (Revenue minus Expense)       |                  |                 |
2) DIRECT PROGRAM RELATED EXPENSE

Indicate all expense items related to the direct provision of client services, cash expenditures only. It must not include any in-kind contributions or donations, or the cash value thereof; however, cash donations must be included in this cash expenditure budget.

<table>
<thead>
<tr>
<th>DIRECT PROGRAM EXPENSE</th>
<th>Current Contract</th>
<th>Proposed Budget</th>
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<td>Direct Program Staffing (Staffing Table 6)</td>
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<tr>
<td>Salaries, Wages</td>
<td>105,824.00</td>
<td>106,064.91</td>
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<tr>
<td>Total Fringe Benefits</td>
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<td>42,425.96</td>
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<tr>
<td>Subtotal Salary and Fringe Benefits</td>
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<td>148,490.87</td>
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<tr>
<td>Direct Operating Expense</td>
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<td></td>
</tr>
<tr>
<td>Employee travel/mileage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Training</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance and repairs</td>
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<td></td>
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<tr>
<td>General program related supplies</td>
<td>4,361.00</td>
<td>12,069.13</td>
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<tr>
<td>Maintenance and repairs</td>
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<tr>
<td>Phones</td>
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<td></td>
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<tr>
<td>Utilities</td>
<td></td>
<td></td>
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<tr>
<td>Equipment: (List items)</td>
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<td></td>
</tr>
<tr>
<td>Contracted Client Services: (List contracts)</td>
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</tr>
<tr>
<td>Job Readiness Training</td>
<td>2,336.00</td>
<td>4,500.00</td>
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<tr>
<td>2019 - 25 Participants ($10/hr * 15hrs)</td>
<td>34,200.00</td>
<td>24,000.00</td>
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<tr>
<td>2019 - 12 Participants ($10/hr<em>20hrs</em>10wks)</td>
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<tr>
<td>2018 - 20 Participants ($9/hr<em>19hrs</em>10wks)</td>
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<tr>
<td>Contracted Services Not Client Related: (List contracts)</td>
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<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal Direct Operating Expense</td>
<td>40,597.00</td>
<td>40,569.13</td>
</tr>
<tr>
<td>TOTAL DIRECT PROGRAM COSTS</td>
<td>169,050.00</td>
<td>189,050.00</td>
</tr>
</tbody>
</table>
3) ADMINISTRATIVE OVERHEAD

Administrative Overhead cannot exceed 15% of the total Direct Service Program Budget. Detail cash expenditures only.

<table>
<thead>
<tr>
<th>Administrative Overhead</th>
<th>Current Contract</th>
<th>Proposed Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staffing</td>
<td></td>
<td></td>
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<tr>
<td>Salaries, Wages</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Fringe Benefits</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Administrative Salary and Fringe Benefits</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Operating Expense</td>
<td></td>
<td></td>
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<tr>
<td>Employee travel/mileage</td>
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<tr>
<td>Employee Training</td>
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<tr>
<td>Maintenance and repairs</td>
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<td>General program related supplies</td>
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<td>Phones</td>
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<tr>
<td>Utilities</td>
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<tr>
<td>Equipment (List Items)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Contracted Services Not Client related (List contracts)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>950.00</td>
<td>950.00</td>
</tr>
<tr>
<td><strong>Subtotal Administrative Operating Expense</strong></td>
<td>950.00</td>
<td>950.00</td>
</tr>
<tr>
<td><strong>Total Administrative Overhead</strong></td>
<td>950.00</td>
<td>950.00</td>
</tr>
<tr>
<td><strong>Total Direct Program Costs</strong></td>
<td>189,050.00</td>
<td>189,050.00</td>
</tr>
<tr>
<td><strong>Administrative Expense as Percent of Program Cost</strong></td>
<td>0.50%</td>
<td>0.50%</td>
</tr>
</tbody>
</table>
4) REVENUE

Detail below all revenue sources directly related to the total proposed program.

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Current Contract</th>
<th>Proposed Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Funds Requested from the County</td>
<td>190,000.00</td>
<td>190,000.00</td>
</tr>
<tr>
<td>In-kind Donations (List in-kind donations specific to this proposal)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office Space</td>
<td>5,000.00</td>
<td>5,000.00</td>
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<tr>
<td>Equipment</td>
<td>5,000.00</td>
<td>5,000.00</td>
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<tr>
<td>Total In-Kind:</td>
<td>10,000.00</td>
<td>10,000.00</td>
</tr>
<tr>
<td>Cash Donated Funds - (Indicate Source):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Cash Donated Funds:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Funding Source:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Other Sources:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Revenue</td>
<td>200,000.00</td>
<td>200,000.00</td>
</tr>
</tbody>
</table>

5) RATE CALCULATION (If applicable)

Detail below all revenue sources directly related to the total program expense.

<table>
<thead>
<tr>
<th>Rate Calculation</th>
<th>Current Contract</th>
<th>Proposed Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Total Program Cash Expenditures (Direct plus Admin. Overhead)</td>
<td>190,000.00</td>
<td>190,000.00</td>
</tr>
<tr>
<td>B. Flex Funds (Applies to traditional and specialized preventive services and may not apply for all contracts.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Cash Donated Funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Amount payable through this proposal (A+B+C)</td>
<td>190,000.00</td>
<td>190,000.00</td>
</tr>
<tr>
<td>E. In-kind Donations</td>
<td>10,000.00</td>
<td>10,000.00</td>
</tr>
<tr>
<td>F. Total Donated, Cash and In-kind (C+E)</td>
<td>10,000.00</td>
<td>10,000.00</td>
</tr>
<tr>
<td>G. Number of Proposed Units of Service</td>
<td>100.00</td>
<td>100.00</td>
</tr>
<tr>
<td>H. Hourly Unit of Service Cost (D-B)/G</td>
<td>1,900.00</td>
<td>1,900.00</td>
</tr>
</tbody>
</table>
6) STAFFING REVIEW - PROGRAM RELATED

In the following columns list all proposed direct program related staff. Indicate full or part time employees. Comparative prior year staffing levels should be included if the agency is requesting a continuation of a program previously funded by the Department of Social Services.

<table>
<thead>
<tr>
<th>Direct Program Related Staffing</th>
<th>% of Time</th>
<th>Current Salary</th>
<th>Current Period Cost</th>
<th>% of Time</th>
<th>Proposed Salary</th>
<th>Total Proposed Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Time Position Title:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Director RPT, Terry Kirby</td>
<td>0.75</td>
<td>$38,632.00</td>
<td>$27,723.12</td>
<td>0.75</td>
<td>$38,620.00</td>
<td>$27,707.00</td>
</tr>
<tr>
<td>Mentor RPT, Sasjana Brooks</td>
<td>0.50</td>
<td>$32,975.00</td>
<td>$24,099.98</td>
<td>0.50</td>
<td>$32,990.00</td>
<td>$24,197.21</td>
</tr>
</tbody>
</table>

| Part Time Position Title:       |           |                |                    |           |                |                   |

Total Salary: $105,823.80
Total Fringe Benefit Cost: $42,329.52
Fringe Benefits as percent of total salary: 40.00%

Attach a separate worksheet showing details for all fringe benefit categories only if the fringe benefit totals exceed 35% of total salary. Detail fringe benefit information will be required in final contract documents.
7) STAFFING REVIEW - Administrative

In the following columns list all administrative staff. Indicate full or part-time employees, include all Full and Part-Time Executive, Administrative Support and Clerical Staff who do not provide Direct Client Service and Service Supervision. Comparative prior year staffing levels should be included if the agency is requesting a continuation of a program previously funded by the Department of Social Services.

<table>
<thead>
<tr>
<th>Administrative Staff</th>
<th>% of Time</th>
<th>Current Period Cost</th>
<th>% of Time</th>
<th>Proposed Salary</th>
<th>Total Proposed Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Full Time Position Title:</strong></td>
<td></td>
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<tr>
<td><strong>Part Time Position Title:</strong></td>
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<td></td>
</tr>
<tr>
<td><strong>Total Salary:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Fringe Benefit Cost:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fringe Benefits as percent of total salary:</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Attach a separate worksheet showing details for all fringe benefit categories only if the fringe benefit totals exceed 35% of total salary. Detail fringe benefit information will be required in final contract documents.
A. Program Director

Project Director RPT
$39.1668 x 30 hrs x 34.8 wks
$42.0986 x 30 hrs x 17.4 wks

Mentor RPT
$25.2947 x 32 hrs x 34.8 wks
$26.9918 x 32 hrs x 17.4 wks

**Total Salary & Wages**

B. Taxes & Fringe Benefits

FT & RPT @ 40%

**Sub-Total Salary & Fringe Benefits**

C. Contractual Services

Program 1  Job Readiness Training
25 participants (10/hr*18hrs)

Program 2  Paid Internship
12 participants (10/hr*20hrs*10wks)
(1,800 per intern)

Travel Fees

**Sub-Total Contractual Services**

D. Other Operating Expenses

Program 3  Computer Camp Instruction
10 participants ($125*5 (2hr) courses,
Windows manual $15 per, and Word
manual $15 per)

10 Laptops, software, and carry ins

Staff Professional Development

Material/Supplies/Flex

Administrative Cost (190,000 @ .005)

**Subtotal Other Operating Expenses**

**Total Budget**
JOB DESCRIPTION
PROJECT DIRECTOR-GRANTS

Union Affiliation | AAEC
Job Group:       | XIII

DISTINGUISHING FEATURES OF THE CLASS:
The work involves assisting in the direction of a short term program in the College. This is an important administrative position, having the responsibility for directing temporary funded programs, which could evolve into one of the College's regularly funded programs. Does related work as required.

TYPICAL WORK ACTIVITIES:
- Plans, organizes and directs all activities of the project;
- Supervises the development of educational curriculum or specific training programs;
- Serves as a liaison between the College and other public and private agencies which are involved with grants;
- Supervises the programs staff;
- Ensures that the proper training and services are provided to participants in the program;
- Designs related programs and proposals relating to the goals of the grant;
- Provides technical expertise in the specific grant field to maintain quality;
- May instruct students on a limited basis.

KNOWLEDGE, SKILLS AND ABILITIES:
Good knowledge of educational administration and curriculum development; good knowledge of community including social and economic areas; ability to plan, coordinate and direct the work of others; ability to develop and supervise educational or vocational training programs; initiative; sound professional judgment; physically capable of performing the essential functions of the position with or without reasonable accommodation.

MINIMUM QUALIFICATIONS:
Graduation from a regionally accredited four (4) year college or university with a Bachelor's degree in areas of specialization and four (4) years of teaching/administrative experience.

NOTE: Verifiable part-time and/or volunteer experience will be pro-rated toward meeting full-time experience requirements.
Terry D. Kirby

Project Director

OBJECTIVE

EDUCATION

State University of New York College at Buffalo
Master of Science in Student Personnel Administration, May 2008
Bachelor of Arts in Communications, May 2005

ADMINISTRATIVE EXPERIENCE

Independence Bound/Youth Engagement Services, Erie Community College-City Campus
Project Director, 11/10-Present
- Appointed as a temporary assignment before being promoted to Project Director.
- Plan, organize and direct the development of educational, vocational and social programs and services for Erie County’s foster care youth ages 16-21, who are working on a transitional living plan.
- Serve as liaison between the college and Erie County’s Department of Social Services (ECDSS) and community agencies who serve youth in care.
- Conduct regular assessment of programs and services to ensure relevance and efficiency.
- Write grant proposals and submit applications for refunding yearly.
- Supervise program staff and provide limited instruction to program participants.
- Prepare monthly and quarterly reports.
- Manage budget.

COUNSELING EXPERIENCES

Educational Opportunity Program (EOP), Erie Community College-City Campus
Academic Mentor, 4/09-7/11
- Served as the Advisor to the Chi Alpha Epsilon Honor Society (XAE).
- Provided academic, personal, financial aid and career support services.
- Conducted mass mailings to prospective first semester freshmen identified as being disadvantaged.
- Helped with the coordination and management of a six-week Summer Jump Start Program.
- Presented workshops on stress management and navigating the course catalogue during Jump Start.
- Participated in orientation, open-house, transfer fair and other campus-wide events.
- Represented the office at off campus events coordinated by other WNY institutions.
- Maintained records of advisement and manage office publications (brochures, posters, flyers and newsletters).
- Organized XAE induction ceremonies and receptions.

Career Development Center (CDC), State University of New York College at Buffalo
Career Counselor, 6/06-6/08
- Acted as Senior Career Counselor during the months of June 2007-September 2007
- Represented the CDC during panel discussions and workshops for the first-year and transfer summer orientations.
- Provided intake counseling to first time users of the center.
• Counseled students on choosing a career and major through the use of DISCOVER (computer-based assessment).
• Conducted resume, cover letter writing, interviewing, job searching, and graduate school workshops.
• Performed written and in-person resume and cover letter critiques for traditional aged students.
• Participated in planning and implementing marketing techniques to promote the office services and events.
• Responded to office e-mail request for information and process on-line account registration.
• Trained 1 graduate assistant.

Educational Opportunity Program (EOP), State University of New York College at Buffalo
Intern, 1/08-5/08
- Mentored and counseled a diverse caseload of 25 students on academic probation.
- Met with students weekly to assist with goal-setting.
- Collaborated with the EOP academic resource center and counseling staff.
- Referred students to appropriate individuals, departments and services for additional support.
- Maintained data, caseload records, organized periodic phone calls, emails and mailings to students.

ADDITIONAL EXPERIENCE

Middle Early College High School Program, Erie Community College-City Campus
Intern/Tutor, 9/07-4/09
- Interviewed prospective students for open slots in the MECHS Program.
- Provided academic and personal support for student’s age 14-19 years.
- Worked with faculty on planning for tutorial services and tracking attendance.
- Developed student surveys and informational booklets.
- Tutored high school and college English.

LEADERSHIP ACTIVITIES

Erie Community College
Administrators Association ECC Union (UAW) Executive Board Member, Trustee, 8/16-Present
AAECC Civil and Human Rights Committee 5/17-Present
AAECC Workplace Council Committee, Member, 8/16-Present
AAECC Bylaws Committee, Member, 4/17-Present
Staff Engagement Committee, Co-Chair, 10/15-9/16
Student Life GAP Committee, Member, 6/12-5/14
Student Affairs Leadership Committee, Member, 7/11-9/14
Chi Alpha Epsilon Honor Society, Advisor, 3/10-Present

State University of New York College at Buffalo
Graduate Association for Student Personnel Administration (GASPA), Fundraiser Chair, 7/07-5/08
President’s Council on Equity and Campus Diversity, Member, 9/07-5/08
- Worked collaboratively with faculty, staff and students to address discrimination, harassment and campus-climate issues.
- Helped with the revision of a new mission statement.

Summer Orientation Leader, 6/05-8/05
- Participated in 1-2 day sessions throughout the summer that welcomed new students and their parents to the campus.
First Year Mentor/Residential Assistant, 8/04-5/05
- Oversaw first-year students within the residential halls.
- Conducted educational, cultural, and community service programs for residents.
- Assisted with conflict resolution and peer mediation.

Upward Bound Summer Residential Assistant, 6/04-8/04
- Supervised high school students around campus and within the residential hall.

COMPUTER SKILLS
Microsoft Word, Access, Publisher, PowerPoint, SSSP and Datatel

VOLUNTEER EXPERIENCES
Say YES to Education—Buffalo, Mentor, 8/15-present
- Provide mentorship and guidance to first-generation students entering the campus environment.

Boys and Girls Club-Babcock Street, Step Coach, 3/11-5/13
- Mentored girls’ age 6-12 enrolled in the after-school and summer programs.

Gateway Longview Workshop, Presenter, 12/09
- Participated in a 2-hour workshop that provided academic and career-related information to at-risk youth within the PINS and Juvenile Detention programs.

ADDITIONAL WORK EXPERIENCES
Academic Intervention Management Program, SUNY College at Buffalo, Office Assistant, 2/03-5/04
Kaufmann’s Department Store, Syracuse, New York, Sales Associate, 6/02-1/06 (seasonal)
James Square Rehabilitation Center, Syracuse, New York, Dietary Worker, 11/98-8/00
Job Group: IX (Non-Teaching Para-Professional/FFECC Full-time, RPT, Part Time)

DISTINGUISHING FEATURES OF THE CLASS:
The work involves performing para-professional tasks assisting the faculty of a Community College. Mentoring involves passing information or knowledge from the mentor to the students with the goal to help students act independently while pursuing their academic and work-related goals. The incumbent reports to a full-time FFECC faculty member. Administrative supervision is possible in Student Service departments that do not include full-time faculty. Mentors' responsibility includes planning, training, problem solving, demonstrating, and collaboration. Mentors support students and faculty in advisement and retention activities. Mentors respond to requests for assisting students in an academic environment with guidance on a variety of issues. Mentors provide strategies to improve performance in college and academic areas. Supervision is exercised over tutors. Does related work as required.

TYPICAL WORK ACTIVITIES:
- Assists full time teaching faculty and counselors with academic advisement and course selection in accordance with college policy and under the supervision of an academic unit,
- Assists with development of life skills essential for personal and educational growth;
- Identifies students who are in need of academic assistance;
- Works with small groups of students and their tutors to overcome academic problems in specific subjects;
- Researches and identifies possible options for students, giving feedback, and structuring ongoing contact over a designed time period;
- Provides appropriate data, write reports, contacts students and faculty.
- Administers some assessment surveys and evaluates responses for retention;
- Maintains record of mentoring assignments and work completed.

KNOWLEDGE, SKILLS AND ABILITIES:
Superior knowledge and performance in academic subjects to be mentored; ability to establish rapport with faculty, staff, and students, maintain mutual respect and trust needed for promoting learning and professional growth; ability to mentor in the present and focus on moving the student towards their strategic development; physically capable of performing the essential functions of the position with or without reasonable accommodation.

MINIMUM QUALIFICATIONS:
Bachelor's degree from a regionally accredited college in Social Science, Counseling, Human Services, Career Education or/and a related field and four (4) years of vocational or educational experience. Two years coaching or working with student athletics preferred for Athletic Department.

NOTE: Verifiable part-time and/or volunteer experience will be pro-rated toward meeting full-time experience requirements.
SNEJANA BROOKS

Education

BACHELOR OF SCIENCE IN HUMANITIES AND GERMANIC LANGUAGES 5/09
State of New York College at Buffalo
3.8/4.0 (Magna Cum Laude)

ASSOCIATES DEGREE IN LIBERAL ARTS AND SOCIAL SCIENCE 5/06
Erie Community College  Buffalo, New York

Dean's List Recognition of Scholastic Excellence Academic Excellence Awards (EOP)

Related Experiences

INDEPENDENCE BOUND PROGRAM (CEIP) & YOUTH ENGAGEMENT SERVICES (YES)
Mentor, Erie Community College 3/12-present
Technical Assistant, Erie Community College 10/06-3/12

- Organize and facilitate academic workshops and vocational and life skills trainings.
- Assist with managing the Paid Internship Program; collect and process time sheets, conduct monthly check-ins with interns and site supervisors.
- Meet with students one-on-one and in group settings to assist with the college admissions and financial aid process.
- Provide assistance with advisement and course registration.
- Utilize Datatel to perform degree audits and review grade reports.
- Complete case notes, maintain program records and create monthly reports.
- Contact county and case workers regularly regarding students’ academic and vocational progress.
- Tutored high school mathematics.

BILINGUAL LABORATORY 9/05-9/06
Tutor, Erie Community College

- Tutored bilingual students in various academic areas.
- Interpreted instructions, assisted with bilingual placement test, and directed students to campus support service departments.

Additional Work Experience

DURHAM MEMORIAL DAYCARE 4/04-10/05
Teacher’s Aid, Buffalo New York

- Supervised children ages 6months-9years.
- Provided creative educational instructions.
- Lead recreational activities.

LANGUAGES: Fluent in English, Bulgarian, Russian, German and Armenian

COMPUTER: Microsoft; Word, PowerPoint & Access and Datatel.
BOARD OF TRUSTEES

The 10-member Board of Trustees of Erie Community College is comprised of four members appointed by the governor, five members appointed by the Erie County Executive and approved by the Erie County Legislature, and a voting student trustee elected by the student body of the three campuses. The board's responsibilities include approving the annual budget, setting policies and requirements, responding to community needs, approving personnel appointments, and guiding the college in setting and achieving its Mission and goals.

Leonard Lenihan  
Chairman

Danise Wilson  
Vice Chairman

Kathleen Masiello  
Secretary

Timothy Callan

John Elmore

Todd Hobler

Dennis Murphy

Susan Swarts

Tokunbo Adebayo  
SGA Student Trustee

NEED HELP?

Welcome Center
Erie Community College
North Campus

https://www.ecc.edu/bot/
ECC Board of Trustees
Executive Summary

Date: April 25, 2019
Subcommittee: Student Success and Diversity
Agenda Item: Agreement requested between SUNY Erie and Hobsons to acquire the student success software Starfish by piggyback on SUNY a Master Services Agreement T003328 - Renewal
This item is: For Board’s Approval
Backup Documentation: Attached to this document

Background Information:
To address the on-going issue of student retention and success, the college is in its sixth semester of a college-wide implementation of the early alert and case management tool, Starfish Enterprise Success Platform - Legacy. This April 1, 2019 through June 30, 2021 Hobsons agreement will piggyback off an existing SUNY Master Services Agreement T003328 for better pricing and services.

The software promotes communication between faculty and staff concerning at-risk students and to gain insight much earlier regarding a student’s level of risk. Students will continue to able to communicate with faculty and staff surrounding any issue of concern by “Raising their Hand” and requesting general assistance, help in a course, payment for college, and assistance with technology. Students are advised of the Starfish tools during START Orientation and throughout the academic year. The college is now fully utilizing the Starfish tool, including the use of Success Plans for at-risk students as well as in kiosks to track customer service outcomes.

This chart outlines survey participation to date.

<table>
<thead>
<tr>
<th>Results of Participation in Term Progress Surveys</th>
<th>Semester</th>
<th>Never Attended Survey</th>
<th>Early Term Progress Survey</th>
<th>Mid-term Progress Survey</th>
<th>Overall</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fall 2016</td>
<td>34.8%</td>
<td>38.6%</td>
<td>37.0%</td>
<td>36.8%</td>
<td></td>
</tr>
<tr>
<td>Spring 2017</td>
<td>40%</td>
<td>27.2%</td>
<td>30.8%</td>
<td>32.6%</td>
<td></td>
</tr>
<tr>
<td>Fall 2017</td>
<td>38.2%</td>
<td>22.8%</td>
<td>35.4%</td>
<td>32.3%</td>
<td></td>
</tr>
<tr>
<td>Spring 2018</td>
<td>71.3%</td>
<td>31.0%</td>
<td>32.96%</td>
<td>44.66%</td>
<td></td>
</tr>
<tr>
<td>Fall 2018</td>
<td>74.31%*</td>
<td>44.27%</td>
<td>58.79%*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* NA and Early Term Surveys were merged starting in Fall 2018

Faculty engagement is at its highest in five semesters. The increases in faculty engagement have led to earlier identification of at-risk students and more effective outreach via college support offices.

<table>
<thead>
<tr>
<th>Faculty Engagement</th>
<th>Semester</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fall 2016</td>
<td>54.14%</td>
<td></td>
</tr>
<tr>
<td>Spring 2017</td>
<td>47.40%</td>
<td></td>
</tr>
<tr>
<td>Fall 2017</td>
<td>55.45%</td>
<td></td>
</tr>
<tr>
<td>Spring 2018</td>
<td>74.03%</td>
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<tr>
<td>Fall 2018</td>
<td>78.06%</td>
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</tr>
</tbody>
</table>

Since the incorporation of Starfish and by evaluating fall to fall retention rates, it appears that there was a noted increase in retention with the following groups: first-time, full-time and returning students. Although the increase in retention cannot solely be attributed to Starfish, these groups have been receiving the bulk of Starfish’s intervention efforts.
Data generated supports the premise that those students who received flags were in fact more likely to be retained than those who were not. The table below outlines these percentages. Please note, this table is limited to full-time students and included data from fall 2016 through the spring 2017 academic year.

<table>
<thead>
<tr>
<th>Percentage of 2016-2017 FT students flagging</th>
<th>Not Retained</th>
<th>Retained</th>
<th>Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flagged</td>
<td>55.5%</td>
<td>44.5%</td>
<td>100%</td>
</tr>
<tr>
<td>Not Flagged</td>
<td>64.0%</td>
<td>36.0%</td>
<td>100%</td>
</tr>
<tr>
<td>Grand Total</td>
<td>56.7%</td>
<td>43.3%</td>
<td>100%</td>
</tr>
</tbody>
</table>

**Reasons for Recommendation:**

*Starfish* is the only electronic case management tool in use at SUNY Erie. Continuation is essential to maintaining progress on the SUNY Erie Excels 2016-2021 Strategic Plan Completion agenda. *Starfish* has helped to facilitate the development of an institutional case management model and is currently being utilized with Educational Opportunity Programs and first-time, first-semester students. An academic probation plan template has been designed and is in use with all students on academic probation. *Starfish* also features appointment scheduling and task management abilities that will provide rich data on student visits to support offices. *Starfish* enhances reporting analytics that are gathered within Early Alert, and this tool is now being actively used to develop improved reports for tracking student outcomes.

**Fiscal Implications:**

Total yearly fiscal impact will be the annual fee of $59,800 (a decrease of approximately $4,000 from prior year costs) based upon a 27-month contract from the period of April 1, 2019 to June 30, 2021. By piggybacking with SUNY through their agreement with Hobson’s, the college receives better services and pays $3,800 less than through the original agreement made directly with Starfish. The extension of the contract to 27 months will bring the contract into alignment with the college’s academic calendar, as it is problematic for key software to expire during an active term for an additional fee of $13,825.

**Consequences of Negative Action:**

Student success efforts would suffer a setback due to the lack of a case management and student communications solution.

**Steps Following Approval:**

Resolution signed by Board Chairman. Presentation of agreement for review and approval by the Erie County Legislature. Approval by SUNY Erie Legal Counsel Leslie Ortiz Fogg, Assistant County Attorney, Erie County.

**Contact Information If Any Questions:**

Nuriyah Clark, Vice President of Student Affairs  
Phone: (716) 851-1205/email: clarkn@ecc.edu

Fabio Escobar, Vice Provost of Institutional Research, Assessment, Accreditation, and Planning (IRAAP)  
Phone: (716) 270-6688/email: escobar@ecc.edu
WHEREAS As noted in the college’s Professional Services and Specialized Products RFP Policy, professional services or specialized products in excess of $50,000 in addition to being subject to the formal RFP process and requiring the approval of the college’s Board of Trustees, also require the approval of the Erie County Legislature. These approvals are required prior to the hiring of the professional or purchase of the product; and

WHEREAS As further noted in the college’s Professional Services and Specialized Products RFP Policy, the determination of whether the professional service or specialized product exemption for bidding is applicable must be made on a case-by-case basis, examining the particular services or goods needed. Generally, professional services include the specialized expertise of interpreters, consultants, lawyers, doctors, engineers and so forth. Specialized products include but are not limited to software and other technology related products; and

WHEREAS The SUNY Erie Board of Trustees has been presented with a request to approve a contract with the vendor Hobsons that does piggyback on the State University of New York’s (SUNY’s) Master Services Agreement T003328; and

WHEREAS The college has worked with Hobsons to receive Starfish software since 2016; and

WHEREAS Starfish software is utilized at the college as a tool to increase retention and is the preeminent communication tool with students and the only case management tool in use; and

WHEREAS The goals of the Starfish Enterprise Success Platform - Legacy and associated Project Consulting hours and Starfish Core are to assist the faculty in clearly articulating problem behaviors that interfere with the academic performance of their students; assist support staff with the tools and information necessary to provide effective interventions for flagged students; increase faculty, staff, and student engagement with the tool; and to evaluate Starfish’s impact upon student persistence and retention; and

WHEREAS It is requested that Hobsons be approved for the term April 1, 2019 through June 30, 2020 for a cost of $73,625 and for the term July 1, 2020 to June 30, 2021 for a cost of $59,800 per year for a total cost of $133,425; and

WHEREAS SUNY Erie has budgeted funds available to pay for this expenditure; and

NOW, THEREFORE, BE IT

RESOLVED That pending contract approval by the SUNY Erie Board of Trustees, SUNY Erie is hereby authorized to pursue obtaining the Erie County Legislature’s approval to be awarded a contract with Hobsons; and

NOW, THEREFORE, BE IT FURTHER

RESOLVED That upon approval of this expenditure by the Erie County Legislature, the President of SUNY Erie, or his designee, is authorized to enter into a standard agreement with Hobsons as outlined above.

ATTEST:

__________________________
Len Lenihan, Chair
Board of Trustees
SUNY Erie
Sold To: Erie Community College-City Campus
Name: Heather Cruz
Address: 121 Ellicott St, Buffalo, NY 14203
Email: cruzh@ecc.edu
Phone: (716) 842-2770

Hobsons Contact:
Name: Marlane Pinkowitz
Email: marlane.pinkowitz@hobsons.com
Phone: (703) 678-4336

Order Date: March 22, 2019
Valid Until: 5/9/2019
Quote Number: Q302802
Contract Start Date: 4/1/2019
Contract End Date: 6/30/2021
Contract Term (in months): 27
Currency: USD

Purchase Order: Net 30

<table>
<thead>
<tr>
<th>Product</th>
<th>Start Date/End Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starfish Enterprise Success</td>
<td>4/1/2019 – 6/30/2020</td>
<td>Identify, track, and connect students with the resources using legacy Starfish Core Tools.</td>
</tr>
<tr>
<td>Starfish Enterprise Success</td>
<td>7/1/2020- 6/30/2021</td>
<td>Identify, track, and connect students with the resources using legacy Starfish Core Tools.</td>
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Total Price: $133,425.00

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<tr>
<th>Professional Services</th>
<th>Up to Quantity</th>
<th>Unit</th>
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<th>Term (In Months)</th>
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<tbody>
<tr>
<td>Project Consulting Hours</td>
<td>30</td>
<td>Hours</td>
<td>7/1/2020</td>
<td>12</td>
</tr>
<tr>
<td>Project Consulting Hours</td>
<td>30</td>
<td>Hours</td>
<td>4/1/2019</td>
<td>15</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Product or Service</th>
<th>Quantity</th>
<th>Unit</th>
<th>Start Date</th>
<th>Term (In Months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starfish Core</td>
<td>15,000</td>
<td>Users</td>
<td>7/1/2020</td>
<td>12</td>
</tr>
<tr>
<td>Starfish Core</td>
<td>15,000</td>
<td>Users</td>
<td>4/1/2019</td>
<td>15</td>
</tr>
</tbody>
</table>

Comments:
This is a 2 year renewal. Pricing is from the SUNY procurement contract. Please note that you will be invoiced annually:
- Year 1: 4.1.19- 6.30.20 for $73,625
- Year 2: 7.1.20 – 6.30.21 for 59,800

Terms and Conditions
This Hobsons Order Form and the Services included are subject to all terms of the SUNY Master Services Agreement T003328 dated April 1, 2016 between Customer and Hobsons. Customer shall be responsible for collection of payments owed by others as a consequence of the use of Services. Sales tax applies unless a tax-exempt form is provided. All values are in US Dollars. The Professional Services (consulting services...
and/or training services) are additionally subject to the Statement of Work executed by the parties. Professional Services are valid for 12 months from date of Order Form execution. Customer acknowledges and agrees that it is responsible for paying the travel expenses associated with providing onsite Services. Unless payment terms/dates are specifically detailed, Hobsons will issue invoices once per year for services to be delivered in the following year, with the first invoice taking place upon execution of the Order Form and then annually thereafter throughout the term of the Agreement. Payment terms in all instances are Net 30.

By signing below, you agree to be bound by such terms and that such terms are made a part of this agreement.

Customer Authorized Signature: ___________________________ Date: ___________________________

Customer Printed Name: Dan Hocoy, Ph.D. Title: President of SUNY Erie

Hobsons Authorized Signature: ___________________________ Date: ___________________________

Hobsons Printed Name: ___________________________ Title: ___________________________
SUNY Erie Community College with Hobsons, Inc., for Starfish Software

APPROVED AS TO CONTENT:

By: Douglas Scheidt
Erie CC Provost and Executive Vice President

Date: March 29, 2019

APPROVED AS TO FORM:

By: Leslie Ortiz-Fogg
Assistant Erie County Attorney, Erie County

Date: ________________

BOT approval date: ________________

Erie CC Doc. # ________________
On 4/1/2016, SUNY executed a five-year Master Services Agreement with Hobsons, Inc. for their Starfish Retention Solutions (Early Alert and Connect). SUNY's University-wide contract will standardize SUNY's cost for their solution at a lower rate, as well as provide predictability in pricing for the duration of the contract.

Starfish Retention Solutions is the provider of patented products and solutions that increase student awareness, outcomes, and retention rates, and can be integrated with a campus's Student Information System (SIS) and Learning Management System (LMS).

Authorized SUNY staff may access further details about this contract by logging in. If you are an authorized user and are unable to access the information, please contact Jordan Lohre, SUNY System Administration.
**Order Form**

**Sold To:** Erie Community College-City Campus  
**Name:** Heather Cruz  
**Address:** 121 Ellicott St, Buffalo, NY 14203  
**Email:** accountsreceivable@hobsons.com  
**Phone:** (716)842-2770

**Hobsons Contact:**  
**Name:** Marlane Pinkowitz  
**Email:** marlane.pinkowitz@hobsons.com  
**Phone:** (703) 678-4336

**Order Date:** March 26, 2018  
**Valid Until:** 6/15/2018  
**Quote Number:** Q232933  
**Contract Start Date:** 4/1/2018  
**Contract End Date:** 3/31/2019  
**Contract Term (in months):** 12  
**Currency:** USD

**Purchase Order:**  
**Payment Term:** Net 30

<table>
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<tr>
<th>Product or Service</th>
<th>Detail</th>
<th>Quantity</th>
<th>Term</th>
<th>Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consulting Hours</td>
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<td>20</td>
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<td>04/01/2018</td>
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<tr>
<td>Starfish EARLY ALERT/CONNECT</td>
<td>EA $32,200, CO: $23,100</td>
<td>15,000</td>
<td>12</td>
<td>04/01/2018</td>
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<tr>
<td>Starfish Exporter, File Attachment, Prospective Student Advising</td>
<td>$5,200</td>
<td>15,000</td>
<td>12</td>
<td>04/01/2018</td>
</tr>
</tbody>
</table>

**TOTAL:** $63,500.00

**Comments/Notes**

*Pricing for Starfish EA/CO per the SUNY/Hobsons Procurement Contract Agreement T002817

**Terms and Conditions**

This Hobsons Order Form and the Services included are subject to all terms of the SUNY Master Services Agreement T002817 dated April 1, 2016 between Customer and Hobsons. Customer shall be responsible for collection of payments owed by others as a consequence of the use of Services. Sales tax applies unless a tax-exempt form is provided. All values are in US Dollars. The Professional Services (consulting services and/or training services) are additionally subject to the Statement of Work executed by the parties. Professional Services are valid for 12 months from date of Order Form execution. Customer acknowledges and agrees that it is responsible for paying the travel expenses associated with providing onsite Services. Unless payment terms/dates are specifically detailed, Hobsons will issue invoices once per year for services to be delivered in the following year, with the first invoice taking place upon execution of the Order Form and then annually thereafter throughout the term of the Agreement. Payment terms in all instances are Net 30.

Customer Authorized Signature: [Signature]

Customer Printed Name: Dan Hooy, Ph.D.

Title: President

Date: 6/5/18
<table>
<thead>
<tr>
<th>Hobsons Authorized Signature:</th>
<th>Date: 6/28/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paul McConville</td>
<td></td>
</tr>
<tr>
<td>Hobsons Printed Name:</td>
<td>Title: SVP - Sales &amp; AM</td>
</tr>
</tbody>
</table>
ERIE COMMUNITY COLLEGE with HOBSONS, INC. for STARFISH SOFTWARE

APPROVED AS TO CONTENT:

By: Richard C. Washousky
Erie CC Provost and Executive Vice President
Date: 4/7/18

APPROVED AS TO FORM:

By: Leslie Ortiz-Fogg
Erie County Assistant Erie County Attorney
Date: 5/18

BOT approval date: 4/24/18
Erie CC Doc. # 2018-0106
By affixing their signatures below and intending to be bound, the duly authorized representatives of Hobsons and SUNY indicate their agreement to the terms and conditions of this Agreement T002817 as of the date set forth below.

IN WITNESS WHEREOF, the Parties have executed this Agreement T002817 as of the Effective Date.

HOBSONS, INC.
By: __________________________
Name: Craig Heldman
Title: Chief Executive Officer
Address: 50 E-Business Way, Ste. 300
Cincinnati, OH 45241 USA
Date: March 31, 2016

STATE UNIVERSITY OF NEW YORK
By: __________________________
Name: _________________________
Title: Director of Business Operations
Address: State University Plaza
Albany, NY 12246
Date: _________________________

Acknowledgement of Notary Public

STATE OF Ohio ) ss.:  
COUNTY OF Hamilton )

On the 31st day of February, 2016, before me personally came Craig Heldman, personally known to me and to me known to be a member of the firm of Hobsons, Inc., and to me known to be the person described in and who executed the foregoing instrument in the firm's name of Hobsons, Inc. and he/she acknowledged that he/she executed same as the act and deed of said firm for the uses and purposes therein mentioned.

Karen Lytle Sumpter
Notary Public, State of Ohio
My Commission Expires 02-17-2020
MASTER SERVICES AGREEMENT T002817

This Master Services Agreement T002817 (the "Agreement") is made by and between the STATE UNIVERSITY OF NEW YORK (hereinafter "SU Ny"), an educational corporation organized and existing under the laws of the State of New York, and having its principal place of business located at State University Plaza, Albany, New York 12246, and between Hobsons, Inc., a Delaware corporation ("Hobsons" or "Contractor"), having its principal place of business located at 50 E Business Way, Suite 300, Cincinnati, OH.

1. Scope of Services:

1.1. The Contractor shall provide the software and professional services (as defined below) required to support the implementation of a Student Success and Retention Program System. Professional Services means analysis, design, programming, testing, documentation, training development, training, and customer-specific and customer-directed operational support as described in the Order Form. Service means the software service described in the Order Form. For the purposes of clarification, "Services" shall also include (i) any and all of the following delivered by Hobsons in connection with the Services: training manuals, training materials, best practice documents, implementation and process documents, product manuals, product presentations, product websites, demo sites, product videos, screen shots, and marketing microsites/landing pages, and (ii) any and all upgrades, modifications, improvements, enhancements, extensions, and other changes to the Services developed by Hobsons (collectively "Enhancements") which are generally made available to other customers of Hobsons, provided, however, that Enhancements shall not include new modules, components, or major extensions of functionality for which Hobsons charges a separate fee to all existing customers of the Services for such modules, components, or extensions.

1.2. Services Implementation. Upon execution and delivery of the Order Form(s), Hobsons will work with SUNY to establish a schedule and task list for the implementation of the Services. SUNY understands and acknowledges that Hobsons requires SUNY's cooperation in implementing the Services. If SUNY has not fulfilled its cooperation duties and as a result, the Services cannot be performed, SUNY is still responsible for paying the applicable fees and expenses described in the Order Forms. Additionally, Hobsons shall not be responsible for any delays in implementing the Services caused as a result of SUNY not fulfilling its cooperation duties, and the applicable Order Form Term for such Service shall not be extended as a result of any such delay.

1.3. Intentionally Deleted.

1.4. Intentionally Deleted.

1.5. Access. Each party shall, at no charge, permit the other reasonable access to its premises in the connection with the performance of this Agreement. Each party shall coordinate such access with the other party's designated representative prior to visiting such premises, and shall, while on the other party's premises, comply with applicable security procedures to the extent that such procedures are made known to the visiting
Neither party shall require waivers of releases of claims of bodily injury or personal property loss and damage from representatives of the other.

1.6. Intentionally Deleted.

2. Term and Termination.

2.1. Term. Unless modified as provided herein, this contract shall begin on April 1, 2016 and end on March 31, 2021. SUNY shall have the right to terminate this contract early for convenience. SUNY may only invoke its right to terminate for convenience on March 31, 2019 and on each subsequent anniversary date of the contract (except for the contract expiration date), provided that the SUNY has given written notice to Hobsons no later than 90 days prior to the anniversary date. Each Order Form executed by a SUNY Institution (as set forth in Appendix 3) will commence on the Start Date set forth on such Order Form. Notwithstanding the expiration of the term of this Agreement, this Agreement shall continue in effect until the Services under any existing Order Forms are completed or the Order Forms have been terminated.

2.2. Termination.

2.2.1. SUNY Right to Terminate.

2.2.1.1. SUNY Termination for Cause. SUNY may terminate this Agreement and/or any Order Forms upon written notice if Hobsons: (i) breaches any material term or condition of this Agreement or the applicable Order Form and fails to remedy the breach within thirty (30) days after being given written notice thereof (ii) ceases to function as a going concern or to conduct operations in the normal course of business; or (iii) has a petition filed by or against it under any state or federal bankruptcy or insolvency laws which petition has not been dismissed or set aside within sixty (60) days of filing. Except as provided in this Section 2.2.1.1. and Section 2.2.1.2., in no event shall SUNY be permitted to terminate this Agreement or any Order Form prior to its expiration.

2.2.1.2. SUNY Termination for Unavailability of Funds. In the event SUNY is not allotted funds for the next fiscal year to continue using Services under this agreement, and there are not funds for the purchase of Services performing similar functions to those performed by the products/services hereunder, then SUNY may terminate this Agreement by giving written notice to Hobsons of such termination at least thirty (30) days prior to the end of the then current fiscal year. Additionally, SUNY must provide proof of the lack of appropriations as well as not appropriate funds for the same or similar Services within the term of this Agreement. Furthermore, SUNY remains responsible for payment of all products and services it has implemented, used or purchased through the time of termination, and SUNY will not be refunded for any prepaid fees.
2.2.1.3. **Additional Grounds of Termination by SUNY on Statutory Grounds.** In addition, System shall have the right to terminate this Agreement at any time in whole or in part upon thirty (30) days written notice for: (a) unavailability of funds; (b) cause; (c) convenience; (d) in the event the New York State Finance Law sections 139-j and 139-k certifications are found to be intentionally false or intentionally incomplete; or, if applicable, (e) in the event that Hobson’s certifications on the ST220-CA form certifications are found to be false or incomplete. Upon a finding of New York State Finance Law sections 139-j and/or 139-k violations, System may, at its sole option, exercise its termination rights by providing thirty (30) business days written notification to Hobson. In no case shall such termination of the Agreement by System be deemed a breach hereof, nor shall System be liable for any damages for lost profits or otherwise, which may be sustained by Hobson as a result of such termination.

2.2.2. **Hobsons Right to Terminate.**

2.2.2.1. **Hobsons Termination for Cause.** Hobson may terminate this Agreement and/or any Order Forms upon written notice if SUNY: (i) breaches any material term or condition of this Agreement or the applicable Order Form and fails to remedy the breach within thirty (30) days after being given written notice thereof (provided that no remedy period shall be provided in the event SUNY breaches Sections 4, 6, 9 of this Agreement); (ii) ceases to function as a going concern or to conduct operations in the normal course of business; or (iii) has a petition filed by or against it under any state or federal bankruptcy or insolvency laws which petition has not been dismissed or set aside within sixty (60) days of filing.

2.2.3. **Additional Grounds to Terminate for Vendor Responsibility.**

2.2.3.1. **General Responsibility Language.** Hobson shall at all times during the Contract term remain responsible. Hobson agrees, if requested by SUNY Chancellor or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

2.2.3.2. **Suspension of Work (for Non-Responsibility).** The SUNY Chancellor or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of Hobson. In the event of such suspension, Hobson will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, Hobson must comply with the terms of the suspension order. Contract activity may resume at such time as the SUNY Chancellor or his or her designee issues a written notice authorizing a resumption of performance under the Contract.
2.2.3.3. **Termination (for Non-Responsibility).** Upon written notice to Hobson, and a reasonable opportunity to be heard with appropriate SUNY officials or staff, the Contract may be terminated by SUNY Chancellor or his or her designee at Hobsons’ expense where Hobson is determined by the SUNY Chancellor or his or her designee to be non-responsible. In such event, the SUNY Chancellor or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

2.2.3.4. **Consequences of Termination.** Termination of this Agreement for any reason does not relieve either Party of its obligation to pay any amounts owed to the other Party that became due prior to such termination. Upon any termination of this Agreement, each Party will promptly return all Confidential Information (other than this Agreement) of the other Party in its possession or control. In the event of termination of this Agreement by either Party, all rights and obligations under this Agreement will immediately cease, and Hobson will have no further obligation to provide any of the Services, except that in the event the Agreement is terminated without cause.

2.2.3.5. **Duties Upon Termination:** Upon termination or expiration of this Agreement or any Order Form, SUNY shall cease all use of the Service(s) under the Order Form(s) which has (have) been terminated or expired and shall: (i) cease accessing such Service(s) and/or logging into such Service(s); (ii) remove any URLs for the Service(s) or links to the Service(s) from SUNY’s websites or other materials produced by or for SUNY; and (iii) return or destroy any documents or other products provided by Hobsons (and all copies thereof, including electronic copies) relating to such Service(s) (including without limitation all training materials, data sheets, working papers and screen shots of the Service). Hobsons shall have the right, at any time upon termination or expiration of this Agreement or any Order Form to utilize an automated feature for preventing further use of the Services. Termination of this Agreement or any Order Form shall be without prejudice to obligations of Hobsons and SUNY existing at the time of termination, including but not limited to payment in full of fees and other monies then due, nor shall it prejudice those obligations and limitations which by their nature and meaning survive termination. If any Order Form is terminated by SUNY pursuant to Section 2.2.1 (i) above, Hobsons shall provide SUNY with a pro-rata refund of any fees pre-paid for the applicable Service but unused for the remainder of the applicable Order Form Term (less any applicable costs of implementation and support incurred by Hobsons in connection with such Service). Except as set forth in Section 7.3.(b) for an Infringement Remedy, in the case of any other termination there shall be no refunds for Services provided and all future payments for Services shall remain due and payable as agreed by Hobsons and SUNY.
3. Fees; Billing.

3.1. Fees. SUNY shall pay Hobsons the applicable fees for the Services as set forth in an Order Form. The maximum aggregate amount payable to Hobsons under this Agreement during the period from March 1, 2016 through February 28, 2021 shall not exceed $9,100,000 (Nine Million One Hundred Thousand Dollars).

3.2. Pricing; Price Increase. The pricing for Services shall be as set forth in Appendix 1 of this Agreement shall be fixed and not increase for the first three years of this Agreement. Upon renewal of this Agreement beginning of the fourth year, Hobson may increase the fees for any Service by up to three (3) percent. There will be no price escalation in the fifth year. Except as set forth in this Section 3.2, no other price increase for Services is allowed.

3.3. Billing. SUNY agrees to pay Hobsons the applicable fees for the Services set forth on the Order Form at such times and in such amounts as set forth on the Order Form. Such fees are in U.S. Dollars. Billing terms shall be set forth on the applicable Order Form unless otherwise indicated herein, will be the responsibility of each participating institution. The cumulative billing to the participating institutions shall not the amount of $1,750,000. If cumulative billings to participating institutions exceed this amount, SUNY System Administration shall become directly responsible for making payments to Hobsons. Payment for Services will be due thirty (30) days from the date of invoice. In the event any invoice is not paid when due, The Contractor shall provide complete and accurate billing invoices to the billing contact set forth in an Order Form for each participating SUNY Institution set forth in Appendix 3. Each of the participating campuses as outlined in Appendix 3 in order to receive payment for its services. Billing invoices submitted to SUNY must contain all information and supporting documentation required by SUNY and OSC. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Vice Chancellor for Business and Finance of the State University of New York or designee, in her/his sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary New York state procedures and practices. The Contractor shall comply with the OSC procedures to authorize payments. Authorization forms are available at the OSC website at www.osc.state.ny.us/epay, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. The Contractor acknowledges that it will not receive payment on any invoices submitted under this contract if it does not comply with the OSC's electronic payment procedures, except where the Vice Chancellor or designee has expressly authorized payment by paper check as set forth above.

3.4. Interest for Late Payments. Interest for any unpaid balance will accrue pursuant to Section 179g of New York State Finance Law that is 30 days past receipt of an undisputed invoice.

4. Permitted Use: SUNY is authorized to use the Services only for the internal purposes of SUNY, and only within the school or department of SUNY specified in the applicable Order Form(s). Only SUNY's employees may use and access the Services by and on behalf of SUNY. SUNY shall not otherwise use, share, copy, access or allow access to the Services. SUNY's subscription is non-exclusive, terminating, revocable and non-transferable, for the applicable Order Form Term, subject to full payment by SUNY. SUNY shall not directly or indirectly: (i) sell, assign, lease, license, disclose,
grant access to, or otherwise transfer the Services or any copy thereof to any other party; (ii) copy the Services, modify the Services or create derivative works thereof; or (iii) attempt to adapt, decipher, reverse translate, decompile, disassemble or otherwise reverse engineer, reconstruct or discover any source code or underlying ideas, algorithms, processes know-how or other related technology of the Services, unless permitted by law, in which case SUNY shall give advance notice to Hobsons and an opportunity to meet SUNY's legally recognized need in other manners Service includes Starfish Services ("Starfish Services") which for purposes of clarity are included in the term "Services" in this Agreement), and the provisions in Schedule A shall apply to such Starfish Services.

5. **Intellectual Property:** SUNY acknowledges that, as between SUNY and Hobsons, all right, title and interest in the Services, including any and all copyrights, patent rights, trade secrets, trademarks, service marks, trade names and any other statutory or common law intellectual property or other proprietary rights related to the Services are owned by Hobsons and/or Hobsons' subsidiaries, third party licensors, suppliers or vendors. SUNY shall obtain no intellectual property ownership regarding the Services and hereby assigns to Hobsons, any enhancement of the Services generated in the course of this Agreement. SUNY will not, at any time, do, or omit to do, anything which is likely to prejudice Hobsons' or any of Hobsons' subsidiaries', third party licensors', suppliers' or vendors' ownership of any intellectual property rights in the Services (or any component thereof). SUNY will not remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the Services or on or in any component thereof.

6. **Compliance with Law:** SUNY represents and warrants that any data, information, applications or other materials that SUNY provides to Hobsons are owned by SUNY and/or licensed for use by SUNY and by Hobsons for all uses contemplated by this Agreement. SUNY shall strictly adhere to any and all applicable laws, regulations or guidelines, as well as any professional or ethical codes, relating to the use of data, including, without limitation, all restrictions relating to the privacy of any personally identifiable information or other information. In the event Hobsons is requested to deliver bulk email, all email addresses are to be provided by SUNY, and SUNY shall have sole responsibility for determining and warrants that those email addresses are held on an "opt-in" basis under which the owner of the email address has agreed to the receipt of email on behalf of SUNY under applicable law. SUNY shall have sole responsibility for receiving, processing and warrants that it will process within ten (10) days any and all removal requests received by email address owners, and will apply such requests to address lists provided to Hobsons before delivery.

7. **Indemnification:**

7.1. **Indemnification by SUNY.** Subject to the availability of lawful appropriation and consistent with the New York State Court of Claims Act, SUNY shall hold Hobsons harmless from and indemnify it for any final judgment of a court of competent jurisdiction for its failure to perform its obligations hereunder or to the extent attributable to the negligence of the SUNY or of its officers or employees when acting within the course and scope of their employment in connection with this Agreement.

7.2. **Indemnification by Hobsons.** Hobsons shall indemnify and hold harmless SUNY and it respective officers, directors, employees, shareholders, legal representatives, agents, successors and assigns, from and against any damages, liabilities, costs and expenses (including reasonable attorneys' and professionals' fees and court costs) relating to or arising out of: (i) any third party claims based on a claim that any data, information, applications or other materials provided to either party, if any, infringe any intellectual property right of a third party; or (ii) any breach of any warranty or covenant under this Agreement.
7.3. Intellectual Property Indemnification; Infringement Remedy.

(a) Hobsons shall indemnify and hold SUNY harmless arising out of or in connection with a claim that Hobsons's products or services infringe the intellectual property rights of a third party; provided that

(1) SUNY will promptly notify Hobsons of the claim in writing; and

(2) SUNY gives Hobsons sole control of the defense and settlement of the claim (provided that Hobsons may not settle or defend any claim unless it unconditionally releases SUNY of all liability) and will cooperate with the Hobsons in the defense and any related settlement negotiations, provided that:

i. Hobsons will permit SUNY to participate in the defense of any such claim, at SUNY's own expense, with counsel of its choosing; and

ii. Hobsons shall not enter into or agree to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of SUNY, its elected and appointed officials, agents or employees without SUNY's prior written consent.

(3) provided, however, Hobsons shall have no obligation to indemnify SUNY if such third party claim arose from: (i) use of the Services by SUNY which was not in accordance with this Agreement or as authorized or directed by Hobsons; (ii) a modification to the Services not consented to in writing by Hobsons; or (iii) use of a version of the Service which is not the most current version of such Service provided to SUNY. New York State reserves the right to join such action, at its sole expense, when it determines there is an issue involving a significant public interest.

(b) Infringement Remedy. If in Hobsons' reasonable judgment, any Service is subject to an intellectual property infringement claim or other claim, Hobsons may, at its option, either secure for SUNY the right to continue using the relevant Service, or replace or modify the relevant Service to make it non-infringing, without incurring a material diminution in performance or function. If neither of the foregoing is, in Hobsons' judgment, reasonably available, Hobsons may discontinue the availability of the relevant Service, and SUNY shall, upon notice from Hobsons, return to Hobsons any related documentation and any copies of the relevant Service hosted by SUNY, and Hobsons shall provide SUNY with a pro-rata refund of the fees paid in advance by SUNY in connection with any such returned Service.

8. Warranties and Limitation of Liability.

8.1 Limited Warranty. The Contractor represents and warrants that it possesses all rights necessary to provide the Services as described in this Agreement. The Contractor represents and warrants that it will perform the Services in a professional and business-like manner, in compliance in all material respects with industry standards applicable to the Services. To the extent any Order Form contains specifications of the Services which are the subject of such Order Form, the Contractor represents and warrants that the Services will conform in all material respects with such specifications.

HOBSONS SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
8.2 LIMITATION OF LIABILITY. EXCEPT FOR WILLFUL MISCONDUCT, FRAUD, OR GROSS NEGLIGENCE, THE LIABILITY OF HOBSONS, AND SUNY'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER WITH RESPECT TO THE SERVICES, REGARDLESS OF THE LEGAL THEORY, OR THE DELIVERY OR NON-DELIVERY OF THE SERVICES, SHALL NOT BE GREATER THAN $1,000,000 (ONE MILLION U.S. DOLLARS). UNDER NO CIRCUMSTANCES WILL HOBSONS OR ANY OF ITS THIRD PARTY LICENSORS, SUPPLIERS OR VENDORS BE LIABLE TO SUNY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, (EVEN IF HOBSONS OR ANY OF ITS THIRD PARTY LICENSORS, SUPPLIERS OR VENDORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS OR COMMITMENTS, WHETHER MADE IN THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF BUSINESS REPUTATION OR GOODWILL, FOR LOSS OF DATA, COST OF SUBSTITUTE SOFTWARE, COST OF CAPITAL, AND THE CLAIMS OF ANY THIRD PARTY, OR FOR ANY OTHER REASON WHATSOEVER. FOR PURPOSES OF CLARIFICATION, IT IS UNDERSTOOD THAT NO HOBSONS SUBSIDIARY SHALL HAVE ANY LIABILITY FOR ANY CLAIMS MADE BY SUNY RESPECTING THE SERVICES. SUNY'S SOLE RECOURSE WITH RESPECT TO ANY CLAIMS ARISING OUT OF THE SERVICES SHALL BE AGAINST HOBSONS (IN ACCORDANCE WITH, AND SUBJECT TO, THE TERMS AND LIMITATIONS IN THIS AGREEMENT).

NOTWITHSTANDING THE FORGOING, HOBSONS REMAINS LIABLE, WITHOUT MONETARY LIMITATION FOR DIRECT DAMAGES FOR PERSONAL INJURY, DEATH, OR DAMAGE TO REAL PROPERTY, TANGIBLE PERSONAL PROPERTY, OR INTELLECTUAL PROPERTY ATTRIBUTABLE TO THE NEGLIGENCE OR INTENTIONAL WRONGDOING OF THE CONTRACTOR, ITS OFFICERS, EMPLOYEES, OR AGENTS.

9. Confidentiality: Confidential Information shall include information that is confidential, nonpublic, competitively sensitive, private and/or proprietary in nature, labeled "Confidential" or "Proprietary" (or similar wording), or identified orally as such, or that the party receiving the Confidential Information should otherwise reasonably construe as confidential under the circumstances. Without limitation, the Services constitute Confidential Information of Hobsons. Without limitation, any data that has been collected for or provided by SUNY in connection with the Services hereunder ("User Data") shall be considered Confidential Information of SUNY. Hobsons, on the one hand, and SUNY, on the other hand, each agrees: (i) not to use or disclose to any third party the Confidential Information disclosed to it by the other ("Disclosing Party") for any purpose other than as contemplated by this Agreement; and (ii) to protect the Disclosing Party's Confidential Information with at least the same degree of care it uses to protect its own Confidential Information, but at a minimum to use commercially reasonable efforts. Notwithstanding anything herein to the contrary, Hobsons shall be permitted to create, use, publish, transmit, store, market, promote or display any aggregated or derivative data from the User Data without restriction or obligation to SUNY.

The confidentiality obligations described above shall not apply to Confidential Information to the extent that the party receiving such Confidential Information ("Receiving Party") can prove through credible written evidence: (i) was lawfully received by the Receiving Party from a third party free of any obligation to keep it confidential; (ii) is or becomes publicly available, other than by breach of Receiving Party of its obligations to the Disclosing Party; (iii) is independently developed without any reference to the Confidential Information, as evidenced by contemporaneous written records of
Receiving Party; or (iv) is required to be disclosed by law, regulation or court order; provided that, with respect to any of the foregoing exceptions, to the extent permitted by applicable law or court process, the Receiving Party will give the Disclosing Party prompt notice prior to disclosure of Confidential Information that is claimed to be subject to an exception. Notwithstanding the above, this Agreement is subject to the New York State Freedom of Information Law ("FOIL") as set forth in Article 6 of the New York State Public Officers Law, and only the parties' Confidential Information that satisfies the requirements of Section 87(2)(d) of the Public Officers Law, and SUNY's implementing regulations at 8 NYCRR § 311.6 shall be exempted from disclosure thereunder.

10. Government Restricted Rights: This provision applies to Services acquired directly or indirectly by or on behalf of any government. The product is a commercial product, subscribed on the open market at market prices, and was developed entirely at private expense and without the use of any government funds. Any use, modification, reproduction, release, performance, display, or disclosure of any Service by any government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement, and no subscription is granted to any government requiring different terms.

11. Disclosure of Agreement/Use of SUNY's Name: SUNY and Hobsons agree to keep the terms of this Agreement and of any future purchases of Services confidential. SUNY agrees to allow Hobsons to use SUNY's name and logo for the purpose of indicating SUNY is a client of Hobsons without indicating any endorsement of the Services provided.

12. Entire Agreement, Merger. This Agreement, including all schedules, appendixes, and exhibits, which are attached hereto and incorporated herein are the final, complete and exclusive statement of the agreement of the Parties with respect to the subject matter hereof. This Agreement may only be modified by written amendment signed by authorized parties of the Hobsons and the SUNY.

12.1. Order of Precedence. In the event of any inconsistency or conflict among the elements of this Agreement, such inconsistency shall be resolved by giving precedence to the elements in the following order: (1) Exhibits A (SUNY Standard Contract Clauses) and Exhibit A-1 (Affirmative Action Clauses), (2) this Agreement, which includes Schedule A, Schedule B, Appendix 1, Appendix 2, and Appendix 3, and (3) any relevant Order Form(s). Further, SUNY acknowledges that Hobsons' contract terms and conditions as well as policies that are hosted on Hobsons' website http://go.hobsons.com/productlimitations which may be continuously updated or are subject to unilateral change. SUNY agrees to be bound by and accept all such provisions (as are changed from time to time), to the extent such provisions have no conflict with the provisions set forth in the Agreement precedence as if fully set out herein. Hobsons shall provide SUNY with an e-mail containing the revised changes therein upon request.

12.2. Amendment; Modification: This Agreement may only be modified in a written amendment signed by authorized representatives of Hobsons and SUNY.

13. Notices: All notices, requests, and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, or three days after being mailed by registered or certified mail, postage prepaid, addressed to the attention of the individual(s) at the address(es) set forth on the signature page of this Agreement. Such addresses may be changed by a written notice in accordance with this Section 13.
14. **Law:** This agreement shall be governed and construed in accordance with the laws of New York, excluding New York State's choice-of-law principles, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of New York State, excluding New York State's choice-of-law principles.

15. **No Implied Waiver:** No failure by any party to insist upon strict performance of any term or obligation set forth in this Agreement or to exercise any right or remedy under this Agreement, shall constitute a waiver of such term, obligation, right, or remedy.

16. **Independent Contractors:** Hobsons and SUNY are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. No party is an agent or representative of the other or is authorized to make any warranties or representations or assume or create any other obligations on behalf of the other.

17. **Severability:** Should any provision of this Agreement be held invalid or unenforceable then each such provision shall be automatically reformed so as to be enforceable, or if such reformation is not possible, each such provision shall be automatically terminated.

18. **Assignment:** Subject to Section 138 of the New York State Finance Law, neither party may assign or delegate this Agreement or any of such party's rights or obligations under this Agreement without the prior written consent of the other parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

19. **Excusable Delay:** Neither Party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the Party's reasonable control. Each Party is excused from performance of this Agreement (other than for any payments due) and will not be liable for any delay in whole or in part caused by the occurrence of any contingency beyond the reasonable control of such Party. These contingencies include, without limitation, war, sabotage, insurrection, riot or other act of civil disobedience, act of public enemy, failure or delay in transportation, act of government or any agency or subdivision thereof affecting the terms of this Agreement or otherwise, judicial action, labor dispute, student disorders, accident, fire, explosion, flood, severe weather, natural disaster or other act of God, shortage of labor, hardware failure, interruptions or failure of the Internet or third-party network connections.

20. **Family Educational Records and Privacy Act:** In the event SUNY is subject to the provisions of the Family Educational Records and Privacy Act ("FERPA"), the parties to the additional provisions in the Section 20. SUNY appoints Hobsons, and third party(ies) assisting Hobsons in performing the Services, as reasonably determined by Hobsons, as a "school official" as that term is used in FERPA §§99.7(a)(3)(iii) and 99.31(a)(1) and as interpreted by the Family Policy Compliance Office, and determines that Hobsons, and such third party(ies), as appropriate, has a "legitimate educational interest," for the purpose of carrying out its responsibilities under the Agreement. Hobsons acknowledges that it shall be bound by all relevant provisions of FERPA and agrees that personally identifiable information obtained from SUNY by Hobsons in the performance of this Agreement: (i) will not be disclosed to third parties, except as expressly provided for in FERPA §§99.3, without signed and dated written consent of the student, or if the student is under eighteen (18) years of age, signed and written consent of the student's parents/guardians, unless such third party(ies) is assisting Hobsons in performing the Services, as reasonably determined by Hobsons, and such disclosures are subject to FERPA §§99.7(a)(3)(iii) and 99.31(a)(1); and (ii) will be used only to fulfill Hobsons' responsibilities under the Agreement. In accordance with FERPA, the
parties agree that any consents to disclose information may be made electronically. Upon written request of SUNY, Hobsons shall disclose to SUNY the names of such third parties.

21. Other SUNY Parties: The parties hereto agree that Participating Institutions (as defined in Appendix 3) shall be permitted to order Services under and pursuant to the terms of this Agreement. Such Participating Institution may purchase Services by executing an Order Form (which shall be signed by such Participating Institution and Hobsons in order to be effective and legally binding). Such Order Form(s) shall describe the Services being ordered by such Participating Institution and the fees, implementations dates, and, to the extent different from the provisions of this Agreement, delivery and/or other terms conditions related to such Services. The Order Form together with this Agreement shall be deemed to be a separate agreement between the Participating Institution on the one hand, and Hobsons, on the other hand, and all of the rights and obligations of SUNY under this Agreement shall be deemed to be rights and obligations of such Participating Institution. In the event of any inconsistency or conflict between the terms of such an Order Form and this Agreement, the terms of this Agreement shall control with respect to the subject of such Order Form only. For purposes of this Agreement, “Participating Institution” means any department or school in the same university system as SUNY.

22. Data and Security.

22.1 Data Security. Hobson will use commercially reasonable efforts to maintain database security involving Confidential Information of University. Hobson or its third-party vendors use industry standard encryption technologies for transmitting and storing potentially sensitive information. Hobson or its third-party vendors also employ industry standard network security techniques including firewalls, intrusion detection, and authentication protocols. Hobson utilizes a co-location facility with 24-hour security, video surveillance and biometric entry requirements. Hobson reserves the right, in its sole discretion; to change or modify these procedures at any time, but at all times will maintain commercially reasonable database security. University shall take all commercially reasonable security precautions to prevent unauthorized or fraudulent use of the Software or Services by University, University’s employees, agents or any third parties.

22.2 Data Back-up & Retention. Hobson backs-up SUNY data once per day, which back-up data is available for restoration upon written request. Backed-up data is stored at an off-site facility and Hobson retains such backup data for a period of three months.

22.3 Disaster Recovery. The SUNY requires Hobson to incorporate disaster recovery procedures and annual disaster recovery testing as part of its corporate policy. Within 30 days of any major procedural changes and upon written request, Hobson will send to the University an executive summary of the disaster recovery information.

22.4 Service Level: Hobsons will provide the service availability and support services it offers to all of its customers as set forth in Appendix 2.

22.5 Data Security: In addition to the Data breach notification requirements provided in this Agreement, Hobson agrees at all times to maintain network security which at a minimum, includes network firewall provisioning and intrusion detection. Further, Hobson agrees to maintain network security that conforms to generally recognized “Industry Standards” and best practices that Hobson applies to its own network. Generally recognized industry standards include but are not limited to the current standards and benchmarks set forth and maintained by the Center for Internet Security (see http://www.cisecurity.org).
EXHIBIT A

Standard Contract Clauses
State University of New York

February 11, 2014

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a Contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. PROHIBITION AGAINST ASSIGNMENT. Except for the assignment of its right to receive payments subject to Article 5-A of the State Finance Law, the Contractor selected to perform the services herein are prohibited in accordance with Section 138 of the State Finance Law from assigning, transferring, conveying, subletting or otherwise disposing of its rights, title or interest in the contract without the prior written consent of SUNY and attempts to do so are null and void. Notwithstanding the foregoing, SUNY may, with the concurrence of the New York Office of State Comptroller, waive prior written consent of the assignment, transfer, conveyance, sublease or other disposition of a contract let pursuant to Article XI of the State Finance Law if the assignment, transfer, conveyance, sublease or other disposition is due to a reorganization, merger or consolidation of Contractor’s its business entity or enterprise and Contractor so certifies to SUNY. SUNY retains the right, as provided in Section 138 of the State Finance Law, to accept or reject an assignment, transfer, conveyance, sublease or other disposition of the contract, and to require that any Contractor demonstrate its responsibility to do business with SUNY.

3. COMPTROLLER’S APPROVAL. (a) In accordance with Section 112 of the State Finance Law, Section 355 of New York State Education Law, and 8 NYCRR 316, Comptroller’s approval is not required for the following contracts: (i) materials; (ii) equipment and supplies, including computer equipment; (iii) motor vehicles; (iv) construction; (v) construction-related services; (vi) printing; and (vii) goods for State University health care facilities, including contracts for goods made with joint or group purchasing arrangements.

(b) Comptroller’s approval is required for the following contracts: (i) contracts for services not listed in Paragraph (3)(a) above made by a State University campus not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds $50,000; (ii) contracts for services not listed in Paragraph (3)(a) above made by health care facilities not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds $75,000; (iv) contracts whereby the State University agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds $10,000; (v) contracts for real property transactions if the contract value exceeds $50,000; (vi) all other contracts not listed in Paragraph 3(a) above, if the contract value exceeds $50,000, e.g. SUNY acquisition of a business and New York State Finance Article 11-B contracts and (vii) amendments for any amount to contracts not listed in Paragraph (3)(a) above, when as so amended, the contract exceeds the threshold amounts stated in Paragraph (b) herein. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other...
transaction issued under such centralized contract.

(c) Any contract that requires Comptroller approval shall not be valid, effective or binding upon the State University until it has been approved by the Comptroller and filed in the Comptroller's office.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract.

Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by SUNY of any SUNY-approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based on the submission of competitive bids, Contractor affirms, under penalty of perjury, and each person signing on behalf of Contractor, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered it to SUNY a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or
shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State 's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as SUNY and its representatives and entities involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. SUNY shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate SUNY official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, SUNY's or the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

Identification Number(s). Every invoice or New York State Claim for Payment submitted to the State University of New York by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State University of New York is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is
requested by the purchasing unit of the State University of New York contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. 
(a) In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(1) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(2) at SUNY's request, Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(3) Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(b) Contractor will include the provisions of "1", "2" and "3", above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. SUNY shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, SUNY shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit A, the terms of this Exhibit A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any
interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certification, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MacBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165(5) of the State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:
NYS Department of Economic Development Division for Small Business 30 South Pearl St., 7th Floor Albany, NY 12245 Tel: 518-292-5100 Fax: 518-292-5884 email: opta@esd.ny.gov
A directory of certified minority and women-owned business enterprises is available from:
NYS Department of Economic Development Division of Minority and Women's Business Development 633 Third Avenue New York, NY 10017 212-803-2414 email: mwbecertification@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to
encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to SUNY;

(b) The Contractor has complied with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Search Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that SUNY may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with SUNY in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the NYS Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal or similar services, then in accordance with Section 163(4-g) of the State Finance Law, the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to SUNY, the Department of Civil Service and the State Comptroller.

24. PURCHASES OF APPAREL AND SPORTS EQUIPMENT. In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder’s failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

25. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

26. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the Contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or SUNY discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract.
and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if SUNY determines that such action is in the best interests of the State.

27. **IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” ("Prohibited Entities List") posted at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A

28. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

29. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of $10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.
1. DEFINITIONS. The following terms shall be defined in accordance with Section 310 of the Executive Law:

**STATE CONTRACT** herein referred to as "State Contract", shall mean: (a) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000.00), whereby the State University of New York ("University") is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or an combination of the foregoing, to be performed for, or rendered or furnished to the University; (b) a written agreement in excess of one hundred thousand dollars ($100,000.00) whereby the University is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; and (c) a written agreement in excess of one hundred thousand dollars ($100,000.00) whereby the University as an owner of a state assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project.

**WOMEN-OWNED BUSINESS ENTERPRISE** herein referred to as "WBE", shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (a) at least fifty-one percent (51%) owned by one or more United States citizens or permanent resident aliens who are women; (b) an enterprise in which the ownership interest of such women is real, substantial and continuing; (c) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and independently owned and operated; (e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars ($3,500,000.00), as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and (f) an enterprise that is a small business pursuant to subdivision twenty of this section.

A firm owned by a minority group member who is also a woman may be certified as a minority-owned business enterprise, a women-owned business enterprise, or both, and may be counted towards either a minority-owned business enterprise goal or a women-owned business enterprise goal, in regard to any Contract or any goal, set by an agency or authority, but such participation may not be counted towards both such goals. Such an enterprise's participation in a Contract may not be divided between the minority-owned business enterprise goal and the women-owned business enterprise goal.

**MINORITY-OWNED BUSINESS ENTERPRISE** herein referred to as "MBE", shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (a) at least fifty-one percent (51%) owned by one or more minority group members; (b) an enterprise in which such minority ownership is real, substantial and continuing; (c) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and independently owned and operated; (e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars ($3,500,000.00), as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and (f) an enterprise that is a small business pursuant to subdivision twenty of this section.
annually on the first of January
for inflation according to the
consumer price index of the
previous year; and (f) an
enterprise that is a small
business pursuant to subdivision
twenty of this section.

**MINORITY GROUP MEMBER**
shall mean a United States
citizen or permanent resident
alien who is and can demonstrate
membership in one of the
following groups: (a) Black
persons having origins in any of
the Black African racial groups;
(b) Hispanic persons of Mexican,
Puerto Rican, Domini-can,
Cuban, Central or South
American of either Indian or
Hispanic origin, regardless of
race; (c) Native American or
Alaskan native persons having
origins in any of the original
peoples of North America. (d)
Asian and Pacific Islander
persons having origins in any of
the Far East countries, South
East Asia, the Indian
Subcontinent or Pacific Islands.

**CERTIFIED ENTERPRISE OR
BUSINESS** shall mean a
business verified as a minority or
women-owned business
enterprise pursuant to section
314 of the Executive Law. A
business enterprise which has
been approved by the New York
Division of Minority & Women
Business Development
("DMWBD") for minority or
women-owned enterprise status
subsequent to verification that
the business enterprise is owned,
operated, and controlled by
minority group members or
women, and that also meets the
financial requirements set forth in
the regulations.

2. TERMS. The parties to the
attached State Contract agree to
be bound by the following
provisions which are made a part
hereof (the word "Contractor"
herein refers to any party other
than the University:

1(a) Contractor and its
Subcontractors shall undertake or
continue existing programs of
affirmative action to ensure that
minority group members and
women are afforded equal
employment opportunities without
discrimination. For these
purposes, affirmative action shall
apply in the areas of recruitment,
employment, job assignment,
promotion, upgrading, demotion,
transfer, layoff, or termination and
rates of pay or other forms of
compensation.

(b) Prior to the award of a
State Contract, the Contractor
shall submit an equal employment
opportunity (EEO) policy
statement to the University within
the time frame established by the
University.

(c) As part of the Contractor's
EEO policy statement, the
Contractor, as a precondition to
entering into a valid and binding
State Contract, shall agree to the
following in the performance of
the State Contract: (i) The
Contractor will not discriminate
against any employee or applicant
for employment, will undertake or
continue existing programs of
affirmative action to ensure that
minority group members and
women are afforded equal
employment opportunities without
discrimination, and shall make
and document its conscientious
and active efforts to employ and
utilize minority group members
and women in its work force on
State Contracts; (ii) The
Contractor shall state in all
solicitations or advertisements for
employees that, in the
performance of the State
Contract, all qualified applicants
will be afforded equal employment
opportunities without
discrimination; (iii) At the request
of the University the Contractor
shall request each employment
agency, labor union, or authorized
representative of workers with
which it has a collective
bargaining or other agreement or
understanding, to furnish a written
statement that such employment
agency, labor union, or
representative will not
discriminate, and that such union
or representative will affirmatively
cooperate in the implementation
of the Contractor's obligations
herein.

(d) Form 108 - Staffing Plan To
ensure compliance with this
Section, the Contractor shall
submit a staffing plan to document
the composition of the proposed
workforce to be utilized in the
performance of the Contract by
the specified categories listed,
including ethnic background,
gender, and Federal occupational
categories. Contractors shall
complete the Staffing plan form and
submit it as part of their bid or
proposal or within a reasonable
time, but no later than the time of
award of the contract.

(e) Form 112 - Workforce
Employment Utilization Report
("Workforce Report")

(i) Once a contract has been
awarded and during the term of
Contract, Contractor is
responsible for updating and
providing notice to SUNY of any
changes to the previously
submitted Staffing Plan. This
information is to be submitted on
a quarterly basis during the term
of the contract to report the actual
workforce utilized in the
performance of the contract by the
specified categories listed
including ethnic background,
gender, and Federal occupational
categories. The Workforce Report
must be submitted to report this
information.

(ii) Separate forms shall be
completed by Contractor and any subcontractor performing work on the Contract.

(iii) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

(f) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(g) The Contractor shall include the provisions of this section in every Subcontract in such a manner that the requirements of the provisions will be binding upon each Subcontractor as to work in connection with the State Contract, including the requirement that Subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and, when requested, provide to the Contractor information on the ethnic background, gender, and Federal occupational categories of the employees to be utilized on the State Contract.

(h) To ensure compliance with the requirements of this paragraph, the University shall inquire of a Contractor whether the work force to be utilized in the performance of the State Contract can be separated out from the Contractor's and/or Subcontractors' total work force and where the work of the State Contract is to be performed. For Contractors who are unable to separate the portion of their work force which will be utilized for the performance of this State Contract, Contractor shall provide reports describing its entire work force by the specified ethnic background, gender, and Federal Occupational Categories, or other appropriate categories which the agency may specify.

(i) The University may require the Contractor and any Subcontractor to submit compliance reports, pursuant to the regulations relating to their operations and implementation of their affirmative action or equal employment opportunity program in effect as of the date the State Contract is executed.

(j) If a Contractor or Subcontractor does not have an existing affirmative action program, the University may provide to the Contractor or Subcontractor a model plan of an affirmative action program. Upon request, the Director of DMWBD shall provide a contracting agency with a model plan of an affirmative action program.

(k) Upon request, DMWBD shall provide the University with information on specific recruitment sources for minority group members and woman, and contracting agencies shall make such information available to Contractors.

3. Contractor must provide the names, addresses and federal identification numbers of certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State Contract and a description of the Contract scope of work which the Contractor intends to structure to increase the participation by Certified minority- and/or women-owned business enterprises on the State Contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State Contract which the Contractor intends to be performed by a certified minority- or woman-owned business enterprise. In the event the Contractor responding to University solicitation is joint venture, teaming, other similar arrangement that includes a minority-and women owned business enterprise, the Contractor must submit for review and approval: i. the name, address, telephone number and federal identification of each partner or party to the agreement; ii. the federal identification number of the joint venture or entity established to respond to the solicitation, if applicable; iii. A copy of the joint venture, teaming
or other similar arrangement which describes the percentage of interest owned by each party to the agreement and the value added by each party; iv. A copy of the mentor-protégé agreement between the parties, if applicable, and if not described in the joint venture, teaming agreement, or other similar arrangement.

4. PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN. The University shall determine whether Contractor has made conscientious and active efforts to employ and utilize minority group members and women to perform this State Contract based upon an analysis of the following factors:

(a) Whether Contractor established and maintained a current list of recruitment sources for minority group members and women, and whether Contractor provided written notification to such recruitment sources that contractor had employment opportunities at the time such opportunities became available.

(b) Whether Contractor sent letters to recruiting sources, labor unions, or authorized representatives of workers with which contractor has a collective bargaining or other agreement or understanding requesting assistance in locating minority group members and women for employment.

(c) Whether Contractor disseminated its EEO policy by including it in any advertising in the news media, and in particular, in minority and women news media.

(d) Whether Contractor has attempted to provide information concerning its EEO policy to Subcontractors with which it does business or had anticipated doing business.

(e) Whether internal procedures exist for, at a minimum, annual dissemination of the EEO policy to employees, specifically to employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions. Such dissemination may occur through distribution of employee policy manuals and handbooks, annual reports, staff meetings and public postings.

(f) Whether Contractor encourages and utilizes minority group members and women employees to assist in recruiting other employees.

(g) Whether Contractor has apprentice training programs approved by the N.Y.S. Department of Labor which provides for training and hiring of minority group members and women.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the Contractor.

5. PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES. Based upon an analysis of the following factors, the University shall determine whether Contractor has made good faith efforts to provide for meaningful participation by minority-owned and women-owned business enterprises which have been certified by DMWBD:

(a) Whether Contractor has actively solicited bids for Subcontracts from qualified M/WBEs, including those firms listed on the Directory of Certified Minority and Women-Owned Business Enterprises, and has documented its good faith efforts towards meeting minority and women owned business enterprise utilization plans by providing, copies of solicitations, copies of any advertisements for participation by certified minority- and women-owned business enterprises timely published in appropriate general circulation, trade and minority- or women-oriented publications, together with the listing(s) and date(s) of the publications of such advertisements; dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the University, with certified minority- and women-owned business enterprises, and the reasons why any such firm was not selected to participate on the project.

(b) Whether Contractor has attempted to make project plans and specifications available to firms who are not members of associations with plan rooms and reduce fees for firms who are disadvantaged.

(c) Whether Contractor has utilized the services of organizations which provide technical assistance in connection with M/WBE participation.

(d) Whether Contractor has structured its Subcontracts so that opportunities exist to complete smaller portions of work.

(e) Whether Contractor has encouraged the formation of joint ventures, partnerships, or other similar arrangements among Subcontractors.

(f) Whether Contractor has requested the services of the Department of Economic Development (DED) to assist Subcontractors' efforts to satisfy bonding requirement.
Whether Contractor has made progress payments promptly to its Subcontractors.

Whether the terms of this section have been incorporated into each Subcontract which is entered into by the Contractor. It shall be the responsibility of Contractor to ensure compliance by every Subcontractor with these provisions.

6. MWBE Utilization Plan.

(a) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan prior to the execution of the contract.

(b) MWBE Utilization Plan (Form 7557-107).

Contractors are required to submit a Utilization Plan on Form 7557-107 with their bid or proposal. Complete the following steps to prepare the Utilization Plan:

i. list NYS Certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State contract;

ii. insert a description of the contract scope of work which the Contractor intends to structure to increase the participation by NYS Certified minority- and women-owned enterprises on the State contract;

iii. insert the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State contract which the Contractor intends to be performed by a NYS Certified minority- or women-owned business; and

(c) Any modifications or changes to the agreed participation by NYS Certified MWBEs after the Contract Award and during the term of the contract must be reported on a revised MWBE Utilization Plan and submitted to the SUNY University-wide MWBE Program Office.

(d) The University will review the MWBE Utilization Plan and will issue the Contractor a written notice of acceptance or deficiency within twenty (20) day of its receipt. A notice of deficiency shall include:

i. list NYS Certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State contract;

ii. name of any MWBE which is not acceptable for the purpose of complying with the MWBE participation goals;

iii. reasons why it is not an acceptable element of the Contract scope of work which the MWBE Program Office has determined can be reasonably structured by the Contractor to increase the likelihood of participation in the Contract by MWBEs; and

iv. other information which the MWBE Program Office determines to be relevant to the MWBE Utilization Plan.

(e) The Contractor shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the University a written remedy in response to the notice of deficiency.

i. If the written remedy that is submitted is not timely or is found to be inadequate, the University-wide MWBE Program Office shall notify the Contractor and direct the Contractor to submit, within five (5) business days, a request for partial or total waiver of MWBE participation goals on forms provided by the University-wide MWBE Program Office.

ii. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

(f) The University may disqualify a Contractor as being non-responsive under the following circumstances:

i. If a Contractor fails to submit a MWBE Utilization Plan;

ii. If a Contractor fails to submit a written remedy to a notice of deficiency in a MWBE Utilization Plan;

iii. If a Contractor fails to submit a request for waiver; or

iv. If the MWBE Program Office determines that the Contractor has failed to document Good Faith Efforts.

(g) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.

(h) Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of
the terms of the Contract. Upon
the occurrence of such a material
breach, SUNY shall be entitled to
any remedy provided herein,
including but not limited to, a
finding of Contractor non-
responsiveness.

7. Waivers.
(a) For Waiver Requests
Contractor should use (Form
7557-114) – Waiver Request.

(b) If the Contractor, after
making good faith efforts, is
unable to comply with MWBE
goals, the Contractor may submit
a Request for Waiver form
documenting good faith efforts by
the Contractor to meet such
goals. If the documentation
included with the waiver request
is complete the University shall
evaluate the request and issue a
written notice of acceptance or
denial within twenty (20) days of
receipt.

(c) If University, upon review of
the MWBE Utilization Plan and
GOALS FOR MINORITY
and WOMEN-OWNED
BUSINESS ENTERPRISES
PARTICIPATION. For all State
Contracts in excess of
$25,000.00 whereby the
University is committed to
expand or does expend funds in
return for labor, services
including but not limited to
legal, financial and other
professional services, supplies,
equipment, materials or an
combination of the foregoing or
all State Contracts in excess of
$100,000.00 whereby the
University is committed to
expand or does expend funds for
the acquisition, construction,
demolition, replacement, major
repair or renovation of real
property and improvements
thereon, Contractor shall exert

updated Quarterly MWBE
Contractor Compliance Reports
determines that Contractor is
failing or refusing to comply with
the Contract goals and no waiver
has been issued in regards to
such non-compliance, the
University may issue a notice of
deficiency to the Contractor. The
contractor must respond to the
notice of deficiency within seven
(7) business days of receipt. Such
response may include a
request for partial or total waiver
of MWBE Contract Goals.

8. Quarterly MWBE Contractor
Compliance Report.
Contractor is required to submit a
Quarterly MWBE Contractor
Compliance Report (Form 7557-
114) to the University by the 5th
day following each end of quarter
over the term of the Contract
documenting the progress made
towards achievement of the
MWBE goals of the Contract.

9. GOALS. (a) GOALS FOR
MINORITY AND WOMEN

good faith efforts to achieve a
participation goal of zero percent
(0%) for Certified Minority-Owned
Business Enterprises and zero
percent (0%) for Certified
Women-Owned Business
Enterprises.

(b) GOALS FOR MINORITY
AND WOMEN-OWNED
BUSINESS ENTERPRISES
PARTICIPATION. The
University shall
include relevant work force
availability data, which is
provided by the DMWBD, in all
documents which solicit bids for
State Contracts and shall make
efforts to assist Contractors in
utilizing such data to determine
expected levels of participation
for minority group members and
women on State Contracts.

(ii) Contractor shall exert
good faith efforts to achieve such
goals for minority and women’s
participation. To successfully
achieve such goals, the
employment of minority group
members and women by
Contractor must be substantially
uniform during the entire term of
this State Contract. In addition,
Contractor should not participate
in the transfer of employees from
one employer or project to
another for the sole purpose of
achieving goals for minority and
women’s participation.

or Subcontractor may not be in
compliance with these provisions,
the University may make every
reasonable effort to resolve the
issue and assist the Contractor or
Subcontractor in its efforts to
comply with these provisions. If
the University is unable to
resolve the issue of
noncompliance, the University
may file a complaint with the
DMWBD.

Failure to comply with all of the
requirements herein may result in
a finding of non-responsiveness,
non-responsibility and/or a
breach of contract, leading to the
withholding of funds or such
other actions, remedies or
enforcement proceedings as
allowed by the Contract.
11. DAMAGES FOR NON COMPLIANCE.
Where the University determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay liquidated damages to the University. Such liquidated damages shall be calculated as an amount equaling the difference between:

a. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

b. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the University, Contractor shall pay such liquidated damages to the University within sixty (60) days after such damages are assessed, unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the University.
(a) SUNY is granted a limited, non-exclusive, non-transferable, non-sublicensable right and license to install and use certain adapter software solely for the purpose of connecting SUNY to the Starfish Service. Hobsons shall provide periodic updates to such adapter software as Hobsons deems appropriate, and SUNY shall install and use such updates. Access to the Starfish Services specified in the applicable Order Form will be by Authorized User IDs issued by SUNY within the limit of the Authorized Users Metric specified in the applicable Order Form. Authorized Users will only access and use the Starfish Services through such Authorized User IDs. Hobsons may rely on any Authorized User ID, instruction or information that meets the Starfish Service’s automated criteria or which is believed by Hobsons to be genuine. Hobsons may assume a person entering an Authorized User ID and password is, in fact, that user. Hobsons may assume that the latest email addresses and registration information on file with the Starfish Services are accurate and current. When programmed to do so, the Starfish Service may take prescribed actions in the absence of receiving proper and complete contrary instructions.

(b) The Starfish Service is priced annually based upon a metric for the number of Authorized Users (defined below), and specifically where that number occurs within the Authorized User Bands set out below. For purposes of this Agreement, an “Authorized User” is defined as any individual who is a student resident in a course of SUNY, prospective student, alumnus, consortia student registered to take one of SUNY’s regularly offered courses of instruction, employee, trustee or collaborating researcher of SUNY or a SUNY employee (solely to the extent any such employee uses the Starfish Service for SUNY’s student success programs), or parent and/or custodian of a student or prospective student.

(c) The metric for the number of Authorized Users of SUNY is determined by (i) SUNY’s predetermined Authorized User Bands, including full-time and part-time students, including prospective, visiting, and other students included in the definition of “Authorized User” in this Agreement and as outlined in any Order Forms appended to this Agreement, plus (ii) the number of non-students, including parents, employees, and other non-students included in the definition of “Authorized User” in this Agreement and as outlined in any Order Forms appending to this Agreement, but non-students are counted only to the extent that the number of non-students exceeds 20% of the published number of students.

(d) SUNY represents and warrants to Hobsons that the number of Authorized Users provided to Hobsons and set forth on the Order Form is correct and accurate to the best of its knowledge and agrees that it will inform Hobsons of any increase in its Authorized User population at least ninety (90) days prior to the beginning of the Order Form Renewal Term for the Starfish Services. Hobsons will assess additional license fees for the Service for increases in the number of SUNY’s Authorized Users. In the event of a SUNY merger, acquisition, or partnership resulting in a substantial increase in the number of Authorized Users, Hobsons reserves the right to assess additional fees during the Order Form Term for the Starfish Services based upon the current Authorized User Band.

(e) The Authorized User Bands are set forth in the following table:

<table>
<thead>
<tr>
<th>Authorized User Bands</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-750</td>
</tr>
<tr>
<td>751 -2,000</td>
</tr>
<tr>
<td>2,001 to 4,000</td>
</tr>
<tr>
<td>4,001 to 8,000</td>
</tr>
<tr>
<td>8,001 to 15,000</td>
</tr>
<tr>
<td>15,001 to 25,000</td>
</tr>
<tr>
<td>25,001 to 40,000</td>
</tr>
</tbody>
</table>
SCHEDULE B - Additional Terms and Provisions Applicable to Professional Services

(a) SUNY Responsibilities for Training Services. With respect to Training Services, participants should meet the prerequisites stated for each course to ensure that each session is productive and effective. All Training Services are hands-on sessions and require a computer for each participant. SUNY must ensure that participants' computers are in good working order, that the appropriate hardware and software necessary to connect to the network provided in the training facility is installed, and that participants know how to connect the computer to a network. SUNY must also plan to have no more than 15 individuals attend a private session at a time to ensure proper student to instructor ratio for effective learning. SUNY agrees to work with Hobsons to ensure that any Training Services purchased are conducted within 12 months from the date of purchase and SUNY acknowledges that a failure to have Hobsons deliver a session within 12 months from the date of purchase shall constitute a cancellation by SUNY as described in Section (f) of this Schedule B.

(b) SUNY Responsibilities for Consulting Services. With respect to Consulting Services, SUNY agrees to the required preparation as outlined by Hobsons to effectively start the engagement and utilize the services of Hobsons' consultant. SUNY agrees to work with Hobsons to ensure that all consulting hours purchased are utilized within 12 months from the date of purchase and SUNY acknowledges that a failure to have Hobsons deliver Consulting Services within 12 months from the date of purchase shall result in a forfeit of the consulting hours purchased.

(c) Warranties. Hobsons warrants that each of its instructors and consultants performing such Professional Services shall have the proper skill, training, and background to perform in a competent and professional manner. Such Professional Services may include unknown and unforeseen problems and Hobsons shall attempt to resolve such problems, should they occur. SUNY acknowledges that Hobsons does not warrant that a satisfactory solution to all problems will be possible.

(d) Payments and Refunds. SUNY or a contact designated by SUNY will be invoiced for Professional Services at the time of purchase. If applicable, Hobsons will invoice SUNY for travel expenses incurred by the instructor(s) for any on-site training services and consultant(s) for any on-site Professional Services. Payments are due in accordance with Section 3 of the Agreement, and all fees for Professional Services are non-refundable except as a result of a request by Hobsons to cancel or reschedule a training session as described in Section (e) of this Schedule B.

(e) Cancellation or Rescheduling by Hobsons. Hobsons reserves the right to cancel or reschedule sessions. In the event Hobsons cancels or asks to reschedule a session, SUNY may choose to reschedule, attend another comparable session, or receive a full refund.

(f) Cancellation or Rescheduling by SUNY. SUNY may reschedule a private on-site or webinar session that has been previously confirmed by Hobsons, provided that SUNY agrees to: (a) notify Hobsons in writing at least 3 business days in advance prior to the start of the session; (b) pay costs incurred on SUNY’s behalf for the session as originally scheduled (including but not limited to any cancellation fees paid to Hobsons’ instructor(s) and, if applicable, travel expenses), and (c) pay travel expenses associated with the session once rescheduled, if applicable. A session shall be considered canceled by SUNY, with no further obligations by Hobsons, in the event of any of the following: (a) failure to schedule a private session to be conducted within 12 months from the date of purchase, or (b) failure by SUNY to reschedule a session in accordance with the provisions of this Section (f). SUNY agrees to pay any fees for services and to pay any expenses incurred by Hobsons on SUNY’s behalf in connection with sessions confirmed by Hobsons and canceled by SUNY. If cancellation of a private or public session is a result of inclement weather resulting in a school closing or delay, SUNY is still responsible for paying any expenses incurred by Hobsons on SUNY's behalf, however the session will not be considered cancelled by SUNY.
Appendix 1

to Master Services Agreement T002817
SUNY System Pricing

SUNY System Pricing 04/01/2016 – 03/31/2021

<table>
<thead>
<tr>
<th>Year</th>
<th>Module</th>
<th>1-750 Users</th>
<th>751-2,000 Users</th>
<th>2,001 – 4,000 Users</th>
<th>4,001 – 8,000 Users</th>
<th>8,001 – 15,000 Users</th>
<th>15,001 – 25,000 Users</th>
<th>25,001 – 40,000 Users</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>“EARLY ALERT”</td>
<td>$7,875.00</td>
<td>$10,500.00</td>
<td>$15,400.00</td>
<td>$23,100.00</td>
<td>$32,200.00</td>
<td>$40,600.00</td>
<td>$53,200.00</td>
</tr>
<tr>
<td></td>
<td>“CONNECT”</td>
<td>$5,775.00</td>
<td>$7,700.00</td>
<td>$11,200.00</td>
<td>$16,800.00</td>
<td>$23,100.00</td>
<td>$29,400.00</td>
<td>$37,800.00</td>
</tr>
<tr>
<td>Year 2</td>
<td>“EARLY ALERT”</td>
<td>$7,875.00</td>
<td>$10,500.00</td>
<td>$15,400.00</td>
<td>$23,100.00</td>
<td>$32,200.00</td>
<td>$40,600.00</td>
<td>$53,200.00</td>
</tr>
<tr>
<td></td>
<td>“CONNECT”</td>
<td>$5,775.00</td>
<td>$7,700.00</td>
<td>$11,200.00</td>
<td>$16,800.00</td>
<td>$23,100.00</td>
<td>$29,400.00</td>
<td>$37,800.00</td>
</tr>
<tr>
<td>Year 3</td>
<td>“EARLY ALERT”</td>
<td>$7,875.00</td>
<td>$10,500.00</td>
<td>$15,400.00</td>
<td>$23,100.00</td>
<td>$32,200.00</td>
<td>$40,600.00</td>
<td>$53,200.00</td>
</tr>
<tr>
<td></td>
<td>“CONNECT”</td>
<td>$5,775.00</td>
<td>$7,700.00</td>
<td>$11,200.00</td>
<td>$16,800.00</td>
<td>$23,100.00</td>
<td>$29,400.00</td>
<td>$37,800.00</td>
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<tr>
<td>Year 4</td>
<td>“EARLY ALERT”</td>
<td>$8,111.25</td>
<td>$10,815.00</td>
<td>$15,862.00</td>
<td>$23,793.00</td>
<td>$33,166.00</td>
<td>$41,818.00</td>
<td>$54,796.00</td>
</tr>
<tr>
<td></td>
<td>“CONNECT”</td>
<td>$5,948.25</td>
<td>$7,931.00</td>
<td>$11,536.00</td>
<td>$17,304.00</td>
<td>$23,793.00</td>
<td>$30,282.00</td>
<td>$38,934.00</td>
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<tr>
<td>Year 5</td>
<td>“EARLY ALERT”</td>
<td>$8,111.25</td>
<td>$10,815.00</td>
<td>$15,882.00</td>
<td>$23,793.00</td>
<td>$33,166.00</td>
<td>$41,818.00</td>
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</tr>
<tr>
<td></td>
<td>“CONNECT”</td>
<td>$5,948.25</td>
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<td>$23,793.00</td>
<td>$30,282.00</td>
<td>$38,934.00</td>
</tr>
</tbody>
</table>

Required Pre-Paid Professional Services
- Pre-Paid Professional Services – Standard Package $9,000
- Pre-Paid Professional Services – LMC-only Implementation Package $7,000
  *Phone based planning, design, training development, configuration and training*
  *40 Hours at $200/hour. Estimate based on our current understanding of the requirements. More hours may be required. Any unused hours will roll forward to the subsequent license year.*

All additional Professional Service Support provided as needed $150.00 per hour.
Appendix 2
SERVICE AVAILABILITY AND SUPPORT SERVICES

I. SERVICE AVAILABILITY:

A. **Uptime.** Each quarter during the Order Form term, the system shall be operational and available ("Uptime") for not less than 99.8% of the total number of hours in any such quarter, with the sole exception of scheduled and unscheduled maintenance periods, of any events due to outside of Hobsons' reasonable control, including but not limited to force majeure events or actions or inactions of SUNY or any third party supplier or failures that resulted from SUNY's equipment and/or third party suppliers' equipment. If applicable, Hobsons shall be responsible for working with vendors to resolve performance or availability issues that occur within the network of the software hosting provider.

B. **Excused Performance Events.** The following situations shall be considered "Excused Performance Events" and shall not be considered an SLA Failure:

   i. **Scheduled Maintenance** means Hobsons' systems are not available due to a planned event (such as maintenance). Hobsons is obligated to give SUNY at least 72 hours advance notice of Scheduled Maintenance that is not to exceed four hours in length. If Scheduled Maintenance must exceed four hours, Hobsons is obligated to give notice to SUNY at least 7 calendar days in advance.

   ii. Though rare, Hobsons may require **Unscheduled Maintenance** to address critical issues (such as industry security advisories) that may impact all customers and require downtime. In the event of Unscheduled Maintenance, Hobsons is obligated to notify all customers of the issue, impact and mitigation steps. While Unscheduled Maintenance situations cannot be anticipated, Hobsons will make commercially reasonable efforts to minimize impact to SUNY.

C. All notifications regarding outages or system downtime will be posted online in the Compass community portal and in some cases may also be e-mailed to client. The Account Manager will serve as the main point of contact for ensuring the client receives the notification and can coordinate with the technical solutions team if the client requires escalation or assistance with restoration of service.

D. **SLA Consistent Incidents.** As used herein, "Consistent Incidents" means two (2) separate incidents within a calendar year of failure to meet the Uptime standards as set forth in this section. Any Consistent Incidents shall be considered a material breach of this Agreement and is subject to the thirty (30) day cure period in Section 2.

II. SYSTEM MONITORING/RESPONSE

A. Hobsons shall monitor its production environment 24 hours a day, 7 days a week. Hobsons support staff is committed to response to system problems as soon as possible to resolve the issues. If a bug fix requires development efforts, this will be escalated to the appropriate team. It is possible that a bug fixes to be released in an upcoming patch, or depending on the nature of the bug, may need to be slotted into an upcoming product release for full resolution.

B. **Support**

Hobsons agrees, at a minimum, to: (a) reasonably support and assist SUNY in the use of the Services and to maintain the Services to support Enhancements that are generally made available to other customers, (b) provide all maintenance services reasonably necessary to keep the Services in good working order and free
from defects in material and workmanship, (c) provide all maintenance services necessary to keep the Services in conformance with the warranties set forth herein, and (d) provide to SUNY reasonably necessary telephone or written consultation requested by SUNY in connection with its use and operation of the Product between the hours of 7:00 a.m. and 6:00 p.m., Central Standard Time, Monday through Friday. The support services defined in this section shall not apply to new modules which contain substantial collections of new functionality and are designed to support a well-defined function and which are separately priced and marketed by Hobsons.

III. UPGRADES AND SCHEDULED MAINTENANCE

Hobsons employs an agile development model, which is an iterative, incremental approach to software development. In addition to getting valuable functionality to the market more quickly it is also a framework that minimizes risk by preparing and releasing product upgrades in shorter, smaller development cycles. Hobsons targets delivery of production code at a cadence of every month, but releases can be done more quickly if necessary. All clients receive Enhancements (as defined in Section 1.1 of the Agreement) at no additional charge.

All patching, maintenance, and upgrades are handled by Hobsons’ dedicated Engineering staff. Operating System patches are usually applied as manufacturers’ release patches. Database updates occur with less frequency, but do occur; Hobsons staff applies database patches, as updates are available.

We will send major upgrade notifications at least five business days in advance. This notification will include release window, any downtime associated and, if applicable, a link to the release notes. The release includes documentation about the release.

IV. PERFORMANCE

The multi-tenant database model compartmentalizes data access while offering high scalability, and technical staff monitors the systems 24x7x365. Our professional services and support teams can work with clients to provide direction and best practices regarding system build-out to ensure efficiency.

V. DATA BACK-UP

Hobsons employs a secure and automated off site data replication process to ensure redundancy of the data. Backups are fully encrypted.

Backups are secured offsite so the Services can be restored in the extremely unlikely event of total data center loss.
Appendix 3
SUNY Institutions Covered Under the Agreement T002817

University Centers
Albany
Binghamton
Buffalo
Stony Brook

University Colleges
Brockport
Buffalo State
Cortland
Empire State
Fredonia
Geneseo
New Paltz
Old Westbury
Oneonta
Oswego
Plattsburgh
Potsdam
Purchase

Health Science Centers
Brooklyn
Syracuse

Colleges of Technology
Alfred
Canton
Cobleskill
Delhi
Morrisville

Specialized Colleges
Environmental Science and Forestry
Farmingdale
Maritime College
Optometry
Polytechnic Institute (formerly SUNY IT)

Statutory Colleges
NYS College of Ceramics at Alfred University
NYS College of Agriculture and Life Sciences at Cornell University
NYS College of Human Ecology at Cornell University
NYS College of Veterinary Medicine at Cornell University
NYS School of Industrial and Labor Relations at Cornell University

Community Colleges
Adirondack
Broome
Cayuga County
Clinton
Columbia-Greene
Corning
Dutchess
Erie
Fashion Institute of Technology
Finger Lakes
Fulton-Montgomery
Genesee
Herkimer County
Hudson Valley
Jamestown
Jefferson
Mohawk Valley
Monroe
Nassau
Niagara County
North County
Onondaga
Orange County
Rockland
Schenectady County
Suffolk County
Sullivan County
Tompkins Cortland
Ulster County
Westchester

Other
SUNY System Administration
SUNY Center for Professional Development (CPD)
SUNY Student Information and Campus Administrative Systems (SICAS) Center
SUNY ITEC (Information Technology Exchange Center)
Alfred University (a non-SUNY school hosting the NYS College of Ceramics)
STUDENT SUCCESS AND DIVERSITY MEETING
Tuesday, March 12, 2019
10:00 a.m.
SUNY Erie - City Campus, 121 Ellicott St., Buffalo NY
President’s Board & Conference Room – Room 172

MINUTES

Mission: The responsibility for student retention and support will be the highest priority of the Curriculum, Student Success and Diversity Committee so ALL students regardless of their path to completion at SUNY Erie, find success.

The Curriculum, Student Success and Diversity Committee will provide timely changes and adjustments to curriculum based upon best practices, national employment trends and other economic data. The Committee will be attentive to the changing needs of the local economy and resulting career opportunities. In order to meet market skill demands and support the growth of technology, the Committee will consistently review and upgrade existing courses and program curriculum.

Vision: The larger goal of the Curriculum, Student Success and Diversity Committee is to have SUNY Erie recognized as a premier institution acknowledged by national education associations, other community colleges, and employers. SUNY Erie would be a student pathway model for success that benefits all student regardless of their enrollment status.

I. Organizational Functions

A. Committee Members:
   Susan M. Swarts, Committee Co-Chair, SUNY Erie Board of Trustees
   Danise Wilson, Committee Co-Chair, SUNY Erie Board of Trustees Vice Chair (on phone)
   Todd P. Hobler, SUNY Erie Board of Trustees
   Tokunbo Adebayo, SUNY Erie Student Trustee and SGA President
   Doug Scheidt, Provost & Executive Vice President of Academic & Student Affairs
   Joan Castro, Assistant to Provost and Executive Vice President
   Jamie Smith, Dean of Liberal Arts and Science
   Steve Smith, Vice President of Enrollment Management (on phone)
   P.J. Wiles, Vice Provost of Health Sciences

Committee Members Excused/Absent:
John Elmore, SUNY Erie Board of Trustees
Tracy Archie, Chief Diversity Officer
Nora Clark, Vice President of Student Affairs
Tracey Cleveland, Vice President of Human Resources, Equity & Inclusion
Joanne Colmerauer, Dean of Liberal Arts and Science
Fabio Escobar, Vice Provost, IRAAP (Institutional Research, Assessment, Accreditation & Planning)
Mike Pietkiewicz, Executive Vice President of Institutional Advancement & Efficiency

Others Present:
Kellie LaPiana, Assistant to the Board of Trustees
Alanda Gethers, SGA President
B. Call to Order

Trustee Swarts called the meeting to order at 10:05 a.m.

II. Approve Minutes

Motion to approve the February 20, 2019 Student Success and Diversity Committee meeting minutes

Motion: Trustee Hobler; Second: Jamie Smith; Action: Motion Passed (6-0)

III. Agenda Items for Board of Trustees Meeting

A. BOT Consent Agenda and Student Success and Diversity Agenda Items – Provost and Executive Vice President Doug Scheidt and Vice President Nora Clark

1. Consent Agenda Items

   a. SUNY Forms – request approval to submit to SUNY:
      1. SUNY Form 1A ‘Program Announcement: Undergraduate Degree Proposal’ for the South Campus A.O.S. degree and certificate programs in Automotive Service Technician Coop
         - Doug Scheidt, Provost & Executive Vice President of Academic & Student Affairs, reported that these are important to get to SUNY so they can be approved by fall to start enrollment.
      2. SUNY Form 5 ‘Proposal to Deactivate and/or Discontinue a Program’ for the North Campus A.A.S. degree program of Environmental Technology GeoScience – request approval to submit
         - Doug Scheidt noted that SUNY Erie will stop awarding a degree on this program.

   b. Dual Admission Program Agreement requested between SUNY Erie and St. John Fisher College by SUNY Erie’s Advanced Studies department
      Dr. Scheidt reported that this is to establish eligibility criteria for SUNY Erie students and facilitate access for qualified graduates.

   c. Single Event License Agreement requested between SUNY Erie and the Buffalo Bills, LLC for Law Enforcement Training Academy (LETA) use of space and facilities within the building and grounds of New Era Field – renewal
      Doug Scheidt and Joan Castro, Assistant to Provost and EVP, reported that this agreement allows our Law Enforcement Training Academy to use the Buffalo Bills New Era paved parking lots for instruction and training in emergency vehicle operation for the Emergency Vehicle Operation Course (EVOC).

   d. Memorandum of Understanding (MOU) requested between SUNY Erie and Horizon Health Services, Inc. for students in need of behavioral health care – revision of 2018 agreement
      Dr. Scheidt reported that this is renewing the MOU with Horizon to allow providing behavior health care on site and SUNY Erie will be able to refer students.
2. Student Success and Diversity Agenda Items

a. For Board’s Approval
   i. Advisory Council appointments requested by SUNY Erie for the associate degree programs of Business Administration, Electrical Engineering and Nursing
      - Dr. Scheidt reported these are standard appointments with people with degrees and positions in these fields.

b. For Board’s Information
   i. Commission on Dental Accreditation (CODA) February 26, 2019 regarding Status: Approval without Reporting Requirements
      - P.J. Wiles, Vice Provost of Health Sciences, noted that we received the report and that there were no recommendations and we received a seven-year reaccreditation, which is the maximum.

IV. BOT Ad Hoc Curriculum Committee Meeting – Chair Todd Hobler
   A. Academic Curriculum Development Report – Progress Matrix – Provost Doug Scheidt
      Doug Scheidt discussed the importance on getting the Automotive Service Technology Coop passed by the Board.

V. Standing Agenda Items

A. Northland Workforce Training Center – Extension Center – Provost Doug Scheidt
   Doug Scheidt report that Northland is going well with having in place the liaison between Steven Tucker, President and CEO of Workforce Training Center at Northland, Adiam Tsegai, Dean of Engineering and Technologies, and John Slisz, Director Professional Workforce Training. This has improved the experience for students.

B. Middle States Commission on Higher Education (MSCHE) Status – Vice Provost Fabio Escobar
   Fabio Escobar, Vice Provost IRAAP, emailed his report due to him not able to attend meeting:
      a. Standard V (Educational Effectiveness Assessment)
         i. The first annual Student Success Summit is scheduled for this coming Friday at North Campus. The day will largely focus on learning outcomes assessment as unit faculty and staff will engage with each other to review their previous reports, make decisions about actions to be taken in response to the data, and consider making a request for resource allocations in order to complete those actions.
         ii. The Middle States team, led by Professor Deborah Doucette, is at work building the college’s Institutional Effectiveness Handbook. This will demonstrate the sustainability of our efforts and ensure that our work is properly managed via good policies and procedures.
      b. Standard VI (Planning, Resources, and Institutional Improvement)
         i. Budget planning is underway and involves a deep dive by Provost Scheidt and CAFO Howard on our expenses, revenues, and unit-level budgetary allocations. This will be the third consecutive year that budget planning has been meticulously connected to the college’s strategic plan, as all resource allocations are being vetted by reference to SUNY Erie Excels.
c. Standard VII (Governance, Leadership, and Administration)
   i. Our Board of Trustees has been working intensively with President Hocoy and his executive leadership team and major progress is being made on responding to this request for information.

Trustee Wilson wanted it noted that after much discussion with the Board this committee will remain a Standing Committee of the Board.

C. Diversity – Chief Diversity Officer Tracy Archie
   No report

D. Student Centered Support Services – Vice President Nora Clark and Steve Smith
   Report noted below when Steve Smith called in to meeting.

E. Application Trends – Vice President Steve Smith
   No report

F. Retention Data – Vice Provost Fabio Escobar
   Fabio Escobar emailed the additional report due to his absence at the meeting:
   a. Dr. Escobar referred to an attachment for our latest high-level aggregate data. The file summarizes the college’s progress toward various SUNY Excels measures that were first defined by SUNY System in 2014-2015. Those targets have significantly informed our own strategic plan, so we continue to track them via this workbook. This workbook is published on our data site.
   b. Key findings worth noting:
      i. The college’s graduation rates are increasing over time.
         1. The 2-year graduation rate increased this past year to a 10-year high of 12.6%.
         2. The 3-year graduation rate is on the rise, with two consecutive years of increases.
         3. The four-year rate for the 2014 cohort (the most recent four-year cohort available) also rose significantly from the previous year to 27.3%.
         4. The college still has a performance gap when compared to the full SUNY community college sector and to national averages.
      ii. The college’s trend toward a more diverse student population is continuing.
      iii. Retention of full-time/first-time students continues to be flat, with no significant increase in the past several years.
      iv. The faculty minority rate has increased for three consecutive years.
      v. The college’s default rate (the rate at which students default on student loans) is on a steady downward trend during the past several years.

Trustee Wilson asked that Steve Smith, Vice President of Enrollment Management, give a Recruitment Report that has been requested at the past committee meetings and an update on his recruitment strategy.

Steve Smith called into the meeting at 10:27 a.m.

Steve Smith reported the retention plan is outreach efforts for students who have holds on account and are on probation. These students have case plans in Starfish. Counselors have been doing
outreach to these students. Admission staff have been reaching out to students with financial holds on their accounts to make them aware of funding opportunities for them.

Trustee Wilson requested that Joanne Colmerauer, Dean of Liberal Arts and Science, who gave a report last month, would give a written report regarding what she presented so it could be forwarded to the Trustees. Steve Smith said he would follow up and contact Joanne Colmerauer and get the report for the Trustees.

Steve Smith noted that they are including questions on the Student Satisfaction Survey to look at if the time available for advisement and support services is adequate.

Steve Smith reported that he would supply the committee with a workflow report with Onboarding process for Workday. Doug Scheidt noted the that application for Cohort II of Guided Pathways was approved, which is a grant being led by Monroe Community College. There are several topics around guided pathways, so SUNY Erie will send a team to learn different best practices.

Steve Smith reported that they had their Erie Bounce meeting where the consultant recommended starting with customer service in Admissions and Financial Aid. This project will provide greater understanding of what these two areas are doing and will develop a set of training manuals.

Alanda Gethers, SGA President, reported that Tokunbo Adebayo, Student Trustee, requested a report on the Student Satisfaction Survey. Steve Smith noted he will talk with Fabio Escobar on when this report should be coming out this semester.

Student Trustee Tokunbo Adebayo joined the meeting at 10:58 a.m.

Steve Smith left the meeting call at 11:10 a.m.

G. ECC Excels Task Force
   1. Access
      No report
   2. Completion
      No report
   3. Success
      No report

VI. Old Business
None

VII. New Business
None

VIII. Meeting Adjournment

Motion was made to adjourn the Student Success and Diversity Meeting at 11:48 a.m.
Motion: Student Trustee Tokunbo Adebayo; Seconded: Jamie Smith; Motion passed (7-0)

IX. Next Meeting

The next Student Success and Diversity Committee Meeting will be on Tuesday, April 9, 2019 at 10:00 a.m. at City Campus, Room 172

403
SUNY Erie

Chairman of SUNY Board of Trustees Retirement Resolution

Whereas, Chairman H. Carl McCall joined The State University of New York Board of Trustees in the year two thousand and seven and was a dedicated and committed board member for twelve years; and

Whereas, H. Carl McCall served as the Chairperson of the State University of New York Board of Trustees for eight years; and

Whereas, H. Carl McCall served as Comptroller of the State of New York from nineteen ninety-three until two thousand and two and was responsible for governmental and financial oversight and pension fund management; and

Whereas, H. Carl McCall dedicated his career to public service, serving three terms as a New York State Senator representing the upper Manhattan district of New York City, as an Ambassador to the United Nations, as a Commissioner of the Port Authority of New York and New Jersey, and as the Commissioner of the New York State Division of Human Rights; and

Whereas, H. Carl McCall has been a passionate advocate to public education, serving as President of the New York City Board of Education from nineteen ninety one to nineteen ninety three where he set policy for the largest school system in the nation and as the Chairman of the Public Higher Education Conference Board, a coalition of 14 member organizations which supports a strong and vibrant public higher education system in New York State; and

Whereas, H. Carl McCall has also been active in the private sector, serving as a Vice President of Citibank and as Corporate Director of the New York Stock Exchange, Tyco International, New Plan Realty Corporation and Ariel Investment; and

Now, Therefore, Be It Resolved, that Leonard Lenihan, Chairman of the Board of Trustees, the SUNY Erie Board of Trustees, President Dan Hocoy, the students, faculty, and staff and the entire Western New York Community do hereby proclaim appreciation and congratulations to

H. Carl McCall

On Thursday, April 25, 2019, we do hereby call upon the faculty, staff and students of SUNY Erie along with President Dan Hocoy and members of the Board of Trustees to recognize and honor the meritorious and outstanding service and the difference he has made to the State University of New York Board of Trustees and state institutions.

In Witness Thereof, we have hereunto set our hand this 25th day of April in the year two thousand and nineteen.

____________________________________
Leonard Lenihan, Chairman
SUNY Erie Board of Trustees
Comprehensive Academic & Facilities Master Plan Update
Board of Trustees Presentation
25 April 2019
Instructional Space Utilization
### Targets

<table>
<thead>
<tr>
<th>Room Type</th>
<th>Size (NSF)</th>
<th>目标座位利用率 (Mon - Fri)</th>
<th>超过目标 (80%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Station</td>
<td>40 Hours/Week</td>
<td>67%</td>
<td></td>
</tr>
<tr>
<td>Classrooms 22-28</td>
<td>30 Hours</td>
<td>75%</td>
<td></td>
</tr>
<tr>
<td>General/Open Computer Labs</td>
<td>30 Hours</td>
<td>80%</td>
<td></td>
</tr>
<tr>
<td>Natural &amp; Social Science</td>
<td>50-60 NSF</td>
<td>67%</td>
<td></td>
</tr>
<tr>
<td>Arts &amp; Vocational Tech</td>
<td>24 Hours</td>
<td>80%</td>
<td></td>
</tr>
</tbody>
</table>


| Urrp #|sh | Vwxghq#Wdwrq #V1h#Q VI, | 73#Krxv22 hhn + Prqgd |Muigd|, | Wdujhr# |
|-------|----|------------------------|-----------------------|-------------|------|
| F adwurrp v | 5505| #V6 | 63#Krxv +8(, | 9: | ( |
| J hqhul#R shq# | Frp sxwhu#Odev | 68073#Q VI | 63#Krxv +8(, | ;3 | ( |
| F adw#Odev | 83093#Q VI | Q dwu# #Vrfd# | Vfhqfh | 57#Krxv +93(, | ;3 | ( |

October 1-5, 2018; daytime courses

**SUNY ERIE**
State University of New York

[ML Architects and Planners, P.C.]
Average Classroom Utilization, College-wide

**College-wide Seat Fill**
- Approached target seat utilization, on-average
- Up to 80% seat fill could be used to accommodate enrollment surges

**College-wide Hourly Use**
- 11.4 additional lecture hours available per classroom on-average
- 23% of classrooms approached target
- 56% of classrooms in STEM building approached target
Average Classroom Utilization

**City Campus**
- Seat fill approached target
- Hourly capacity available

**North Campus**
- Seat fill approached target
- Hourly use best of the three campuses

**South Campus**
- Seat fill approached target
- Hourly capacity available
Classroom Meetings by Time-of-Day

City Campus

36 Classrooms Scheduled

North Campus

73 Classrooms Scheduled
Classroom Meetings by Time-of-Day

**Hourly Use Patterns**

- Tuesday-Thursday lunchtime lull
- Scheduling drops dramatically after 2:00PM on all campuses
- Each campus has a moderate evening peak around 6:00 PM
- Additional hourly capacity available in shoulder hours and Fridays
<table>
<thead>
<tr>
<th>Classroom Capacity</th>
<th>Number of Rooms</th>
<th>Number of Course Meetings</th>
<th>Number Met Seat</th>
<th>Percent Met Seat</th>
<th>Number Met Hour</th>
<th>Percent Met Hour</th>
<th>Number Met Both</th>
<th>Percent Met Both</th>
</tr>
</thead>
<tbody>
<tr>
<td>City</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20 or fewer</td>
<td>3</td>
<td>16</td>
<td>3</td>
<td>100.0%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20-29</td>
<td>8</td>
<td>89</td>
<td>3</td>
<td>37.5%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30-39</td>
<td>16</td>
<td>251</td>
<td>7</td>
<td>43.8%</td>
<td>3</td>
<td>18.8%</td>
<td>1</td>
<td>6.3%</td>
</tr>
<tr>
<td>40-49</td>
<td>7</td>
<td>91</td>
<td>3</td>
<td>42.9%</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>50+</td>
<td>2</td>
<td>24</td>
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<tr>
<td>City Total</td>
<td>36</td>
<td>471</td>
<td>16</td>
<td>44.4%</td>
<td>3</td>
<td>8.3%</td>
<td>1</td>
<td>2.8%</td>
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<tr>
<td>North</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20 or fewer</td>
<td>4</td>
<td>23</td>
<td>3</td>
<td>75.0%</td>
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<tr>
<td>20-29</td>
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<td>451</td>
<td>18</td>
<td>69.2%</td>
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<td>23.1%</td>
<td>4</td>
<td>15.4%</td>
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<td>30-39</td>
<td>37</td>
<td>609</td>
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<tr>
<td>40-49</td>
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<td>62</td>
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<tr>
<td>60-69</td>
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<td>39</td>
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<tr>
<td>100+</td>
<td>4</td>
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<tr>
<td>North Total</td>
<td>77</td>
<td>1,236</td>
<td>43</td>
<td>55.8%</td>
<td>15</td>
<td>19.5%</td>
<td>6</td>
<td>7.8%</td>
</tr>
<tr>
<td>South</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>20 or fewer</td>
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<td>6</td>
<td>1</td>
<td>50.0%</td>
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<td></td>
<td></td>
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<tr>
<td>20-29</td>
<td>7</td>
<td>105</td>
<td>5</td>
<td>71.4%</td>
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<tr>
<td>30-39</td>
<td>23</td>
<td>359</td>
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<td>34.8%</td>
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<td>50-59</td>
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</tr>
<tr>
<td>100+</td>
<td>2</td>
<td>20</td>
<td></td>
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</tr>
<tr>
<td>South Total</td>
<td>35</td>
<td>504</td>
<td>14</td>
<td>40.0%</td>
<td>4</td>
<td>11.4%</td>
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<tr>
<td>College-Wide Total</td>
<td>148</td>
<td>2,211</td>
<td>73</td>
<td>49.3%</td>
<td>22</td>
<td>14.9%</td>
<td>9</td>
<td>6.1%</td>
</tr>
</tbody>
</table>
College-Wide Utilization Summary - Based on WSC H

60% of Classroom Capacity was utilized

52% of Class Lab Capacity was utilized

Opportunities to repurpose or reduce inventory

Programs that achieved better class lab utilization than others:

- Art
- Biology / A&P
- Construction Technology
- Culinary Arts
- Dental programs
- Industrial Technology
- Physics
Space Audit Status
City Campus - 121 Ellicott

121 Ellicott
209,490 GSF (58.8%)

Excellent

Good

Fair

Excellent Condition
Good Condition
Fair Condition
Poor Condition

Exterior Walls
Roof
Windows
Exterior Doors
Interior Doors
Floors
Interior Walls
Ceilings
Built-ins
Stairs
Elevator
Code/ADA
Electrical Wiring & Dist.
Lighting
Emergency Power/Lighting
Fire Alarm
Tel/Data
AHU, Pumps
HVAC - Ducts, Dampers, Insulation
HVAC - Cooling
HVAC - Heating
Fire Protection
Plumbing Systems
Site Utility Distribution
Site Lighting
Site Hardscape
Site Amenities
Site Athletics
South Campus - Building 1

Building 1
20,110 GSF  (5.3%)

Excellent Condition
Good Condition
Fair Condition
Poor Condition

Excellence

Good

Fair

- Exterior Walls
- Roof
- Exterior Doors
- Interior Doors
- Floors
- Interior Walls
- Ceilings
- Build-ins
- Stairs
- Elevator
- Code/ADA
- Electrical Wiring & Dist
- Lighting
- Fire Alarm
- Tel/Data
- HVAC - Dist, AHU, Pumps
- HVAC - Cooling
- Heating
- Fire Protection
- Plumbing Systems
- Site Utility Distribution
- Site Lighting
- Site Hardscape
- Site Amenities
- Site Athletics

SUNY ERIE
State University of New York
Environmental Scan Status

**Sectors included in Scan (Local, Regional, State-wide, National)**

- Demographics
- Employment and Labor Force
- Business and Industry
- Higher Education and Workforce Development
- SUNY Erie Programs

100% research complete; academic interviews in progress
Next Steps

Meetings with Provost and Deans to review Programs and Enrollment Projections

Interviews with Community Partners

Academic Program Review

Complete Space Audit/ Update Physical Space Inventory

Office Space Analysis

Student Survey

Space Need Calculations

Next Steering Committee Meeting
Questions