



Board of Trustees April Meeting Agenda

11:00 a.m. | Thursday, May 28, 2020

Zoom Platform | Access Information Below

- I. Call to Order
- II. Approval April 24, 2020 Minutes
- III. Liaison Reports
 - A. College Senate
 - B. NCCCAP
 - C. CSEA
- IV. College Reports
 - A. Board Chair
 - B. Interim Vice President for Academic Affairs
 - o Temporary Appointment Extensions
 - Resolution 2019/20 | # English Instructor
 - Resolution 2019/20 | # Asst. Director of Financial Aid
 - Resolution 2019/20 | # Asst. Director of Student Life
 - C. Vice President for Marketing & Enrollment Management
 - D. Vice President for Administration & Fiscal Operations
 - o Financial Reports | April 2020 & May 2020 Forecast
 - E. Dean of Student Life
 - F. President
 - G. Representative Reports
 - o NCCC Association
 - o NCCC Foundation
- V. Old Business
- VI. New Business
 - A. Malone and Ticonderoga Campus Leases
 - B. Resolution 2019/20 | # Employee Handbook
- VII. Public Comment*
- VIII. Executive Session
- IX. Adjourn

An Executive Session of the Board of Trustees may be called pursuant to Article 7 of the Public Officer's Law to discuss *the Medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal, or removal of a particular person or corporation and collective bargaining negotiations conducted pursuant to Article 14 of the Civil Service Law. (Public Officers Law §105).** Public Comment: Visitors are requested to sign in before the beginning of the meeting. Provision is made at this point in the agenda for citizens of the community to make comments regarding any agenda item to be discussed at that meeting. Citizens will not be recognized at any other time. No person, not a member of the Board, shall speak for more than five (5) minutes. The minutes shall show that privilege of the floor was granted and shall include a brief statement of the subject matter presented.

BoT Public Session

Time: May 28, 2020 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82716738520> | Meeting ID: 827 1673 8520

One tap mobile: +16465588656,,82716738520# US (New York)



Board of Trustees Meeting Minutes | April 24, 2020

Meeting Held Via Zoom Due to the COVID-19 Pandemic

Board Members Present: Steve Reed, Tim Burpoe, Jerry Griffin, Mark Moeller, Gerry Griffin, Dan Kelleher, Mary Irene Lee, and Donna Wadsworth.

Excused: Vondell Livingston & Pete Suttmeier.

Others Present: Joe Keegan, Stacie Hurwitch, Bob Farmer, Sarah Maroun, Chris Knight, Kyle Johnston, Lisa Symonds, Erik Harvey, Diana Fortune, Shir Filler, Lee Susice, Kim Duffey, Mary Ellen Chamberlain, Sandy Gothard, Tara Smith, Cammy Sheridan, David St. Germain, Shannon Warren, and Terry Kemp.

Board Chair, Steve Reed, called the meeting to order at 11:04 a.m.

Oath of Office

Donna Wadsworth was official sworn in as a member of the Board of Trustees to the Board of Trustees of North Country Community College. She was appointed by Essex County to complete Anne McDonald's second seven-year term which began on July 1, 2019 and runs until June 30, 2026.

Meeting Minutes

Tim Burpoe moved to approve the April 3, 2020 meeting minutes pending discussed change. Mark Moeller seconded the motion. The April 3, 2020 meeting minutes were approved unanimously. (8-0-0).

College Senate

Shir Filler reported:

- Senate met on Blackboard this month and it went well.
 - There were some changes made to the student appeal process.
 - Senate elections are underway and new officers will be made at the next meeting.
- The next Senate meeting will be May 18th, 2020.

NCCCAP

Lee Susice reported:

- Instructors are navigating the nuances of teaching online. It is getting better each day.
- The next meeting will be May 1st, 2020.

CSEA

No report.

Board Chair Report

No report.

Interim Vice President for Academic Affairs

Sarah Maroun reported:

- All Summer 2020 courses will be online including science labs.
- Working on creative ways to help those who have internships over the summer if face to face contacts cannot happen.
- RadTech – Becky LaDue, Director of the AAS Radiological Technology program, is looking at ways to accommodate these changes and get her students at clinical sites if they are allowed.
- After discussion, at this time, Fall 2020 has a three tiered approach to classes: 1) how it is now, 2) limited campus access, 3) fully online
- Middle States - Spring 20/21 visit is still scheduled. They have been doing virtual visits currently.
- NY State Ed - Early Childhood Education Track as part of the AA Liberal Arts – Hum/SocSci program was approved. Kyle Johnston, VP for Marketing and Enrollment, and Chris Knight, Director of Communications, are working together to help market this new pathway.

The board recommended the following resolution:

Dan Kelleher made the motion for the NCCC Board of Trustees to approve the submission of the Entrepreneurship Program proposal to SUNY and NYSED and for NCCC to offer a Certificate in the Entrepreneurship Program. Mary Irene Lee seconded the motion. The motion was approved unanimously. (8-0-0)

Vice President for Marketing and Enrollment Management

Kyle Johnston highlighted his report:

- Admissions has been working on outreach and recruiting and performing it through virtual visits. They call it North Country Live. www.nccc.edu/visit
- There is one schedule every Friday from now throughout the summer that highlights individual programs.
- Moved to a portal environment with Financial Aid. Processing has moved to one business day from two weeks when using the previous paper process.

- Actively pushing specific programs through various marketing avenues. There is a lot on print, online, social media and radio.
- In one week Admissions will be working on their marketing campaign pushing for Summer 2020. www.nccc.edu/summer
- The board briefly discussed the work being done for Admissions and what the College is noticing in the surrounding areas. NCCC is working to make community ties as tight as possible.
- The board discussed how COVID-19 Pandemic is affecting enrollment and is there a way we can bring in students from more urban areas if NYS is opened by region.
- Kyle explained the opportunity of this pandemic is that there will be a lot of non-traditional students looking to go back to school. They may come to school for reasons of job loss or because they find that they're not making as much as they used to when they do return to work. He recommended that we guide our 2 year colleges to help those in need. Support, funding and scholarships will be key to helping these potential students.

Vice President for Administration/CFO:

Bob Farmer shared with the board the financial reports for March 2020. He then updated the board on the current status of financials related to the upcoming budget year.

- He reported that next week the department will be reaching out to the College's auditors.
- He explained the planning of use of the Cares Act stimulus money. It is divided in what goes to the students and what goes to the College. The College is still waiting for guidance on how the funds can be used.
- The College is tracking spending related to COVID-19.
- He highlighted the current forecast of the 2019-2020 budget. There has been saving likely on travel. Projecting 912 students for this year. There is potential for increase with new marketing strategies.
- At the moment, it looks like Second Chance Pell will be able to move forward in the summer. It might be virtual as well.
- There may be a 10-25% cut to our State Aid line item. He shared how that would financially impact the College.
- Bob went on to share the 2020-2021 budget. He shared what the College is proposing to close the gap in the deficit.
- Kyle expressed his concern with potentially increasing the tuition to help offset the deficit. He believes a tuition freeze for 2-3 would make the College more marketable and there could be some significant gains.
- The board discussed the deficit the College is facing as well as the Cares Act. They discussed tuition and fees, potential cuts and the ability to come to a balance budget.
- Bob explained the budget approval process with the counties. They must both approve by August 31, 2020. The board discussed pushing their approval back so the College had more time to get the budget done. The board

expressed their concerns with what the counties are facing with their budgets as well and if it will affect the College.

- Tim Burpoe made the motion to accept the financials as they were presented by the College's CFO. Mary Irene Lee seconded the motion. The motion was approved unanimously. (8-0-0)

President's Report:

Joe Keegan expressed his gratitude to all the College employees for their hard work and coming together to make this new experience as successful as possible.

- As the College continues to hold Town Halls for students, they find there are positive comments related to the changes the College had to make and the overwhelming student support services from both the LAC and their faculty and staff.
- Joe brought to the table, and asked the Board of Trustees to consider approval of the proposed updates to the College's Institutional Goals. Jerry Griffin made motion to approve and support the MVV's as they were presented. Mark Moeller seconded the motion. The updates to College's Institutional Goals were unanimously approved (8-0-0).
- Joe brought the board that commencement will not be held in a traditional sense. Stacie Hurwitch and Chris Knight shared with the board their plans for a virtual experience.
- The College has been meeting regularly with regional workforce development partners to explore ways the College can assist those suddenly unemployed as well as help with workforce development once the economy starts back up.

NCCC Foundation:

Diana Fortune reported:

- Student and Employee support initiative has been started. She expressed her thanks and hope that it is helpful to those in critical need. Donations can be made through the foundation online.

NCCC Association:

Shannon Warren reported:

- Currently there are 10 students in housing. They have been provided face masks and cleaning supplies. They also are receiving a meal plan from LakeView Dining.

Old Business

None

New Business

The board discussed moving the next Board meeting to Thursday, May 28, 2020.

Executive Session

Mary Irene Lee made the motion to enter Executive Session at 12:17 p.m. in relation to ***collective bargaining negotiations conducted pursuant to Article 14 of the Civil Service Law; and the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.*** Tim Burpoe seconded the motion. The motion was passed unanimously (8-0-0). Joe Keegan and Bob Farmer were invited to join the meeting at 12:17p.m.

Mary Irene Lee made a motion to adjourn executive session at 1:20 p.m. Tim Burpoe seconded the motion. The motion was approved unanimously (8-0-0).

Adjourn

Mary Irene Lee made a motion to adjourn the meeting. Tim Burpoe seconded the motion. The motion was approved unanimously (8-0-0). The Board meeting was adjourned at 1:21 p.m.

Respectfully Submitted,



Stacie G. Hurwitch

Assistant Secretary to the Board of Trustees

DRAFT

Thursday, May 28, 2020

Motion:

Second:

Action:

**Interim VPAA Report to the Board of Trustees
May 28, 2020**

Please find the following report from the Academic Area below.

★ **Academic Planning, Programs and Policies:**

- **Academic Planning**
 - **Summer Schedule:** Summer courses began on May 25. Enrollment looks to be on par with last summer.
 - **Fall Planning:** Working in conjunction with SUNY and our regional colleagues, we will be evaluating how to best schedule courses for the fall semester, identifying priorities and low residency options when necessary.
 - **New Program Initiatives:**
 - **Water/Wastewater:** Working with Anna Reynolds, the Essex County Community Resources Director, and Selina LeMay-Klippel, NCCC will submit a grant proposal to the Northern Border Regional Commission by June 1st to launch a water/wastewater training program.
 - **Workforce Development/ Career Services:** We have set up bi-weekly meetings with regional workforce development partners to see how NCCC can help community members during and after the current COVID-19 crisis.
 - **St. Regis Mohawk Tribe:** Planning for the three courses scheduled at Akwesasne with be in accordance with those for our other three campuses.
- **Academic Programs: No recent updates**
 - **AA Lib Arts and Sciences – Hum/Soc Science – Early Childhood/Childhood Teacher Ed Track:** Approved by SUNY in February and just recently approved as of April 13, 2020 by New York State Education Department. We are working with the enrollment team to begin marketing the program.
 - **AS Business Administration—Health Care Management Track:** Submitted to SUNY for review. SUNY has asked for some clarification and minor changes. We will work with the Business Dept. and resubmit.
 - **Advanced EMT Certificate:** No new updates.
- **Continuing Education:** Face-to-face continuing education classes are on hold until our campuses are able to open. A group of faculty and staff led by Selina have been working on some online offerings for the public. Look for more information around the “Opportunity Group” offerings set to begin around June 1st.
- **Special Admissions Policy:** In order to assure that our registration process aligns with SUNY policy, we are changing some of the language on our applications and the Special Admissions paperwork. Previously, we have asked students for information around prior felony convictions before registering them for classes. SUNY policy states that we cannot ask for that information unless the student is entering a program that requires clinical, internship, study abroad, and/or field experiences or will be living on campus. We will work to make sure the processes are in place to only obtain that information if the student will be participating in any of the activities specified above.
- **Middle States/ Assessment of Student Learning:**
 - **Program Review:** Three program reviews were completed this upcoming

academic year: *AAS Radiologic Technology, AAS Chemical Dependency Counseling, and AAS Human Services*. Rad Tech has completed the internal and external review. They are working with Academic Affairs to look at the external review committee's recommendations. The Chemical Dependency and Human Services external reviews were conducted via Zoom on May 8th. We are awaiting the external review report. Thanks to all who were involved in completing these important reviews.

- **Assessment:** Assessment activities across academic departments continue for the Spring 2020 semester. We have also enhanced our reporting ability by signing on to an additional module within Blackboard. Terry Kemp and I have been working through the setup since mid-January. Adjustments to the assessment process may need to be made for the Spring 2020 semester. Middle States has not relaxed its requirements for assessment but suggested focusing on essential elements for this semester if departments are not able to maintain current plans.
- **MSCHE Self-Study:**
 - The Steering Committee met on May 18th. Working groups will complete drafts for each standard over the summer. The goal is to have a working draft by September.
 - **Team Chair for March 2021 Visit:** We learned that Dr. Cheryl Lesser is no longer able to serve as our Team Chair. Dr. Kristy Bishop, vice president for academic affairs at Westmoreland Community College in Maryland. We have not heard any updates from Middle States, so we are planning on a March 2021 visit in the absence of any updates.
 - **NCCC Student Survey:** Student responses to the NCCC survey distributed in early May have been steadily coming in. We will provide a summary of results after the survey is complete. SUNY has also sent information around a student survey, but we are still awaiting more direction on how/whether to administer the survey to our students. Representative from the FCCC have expressed some concern over the lack of shared governance activity prior to administering the survey.
 - **Reminder of Revised Institutional Priorities:**
 - Maintaining a culture of assessment that supports excellence in education and guides the College's daily operations and strategic planning
 - Expanding community engagement through partnerships and enhancing community integration
 - Improving financial sustainability through increasing enrollment and retention
- **College Bridge:** We have requested Academic Continuity plans from all area districts for the dual enrollment offerings through NCCC. Districts were required to submit these to the New York State Education Dept., so we are only requesting that they pass those plans along to us as well. Luke Hudak is providing weekly updates and information on resources for online instruction and maintaining continuity in course offerings. We are developing registration forms for next year as we wait to see how our local school districts plan to move forward.
- **Professional Development:** Optional professional development activities will be available for faculty throughout the summer.
- **Academic Policies:** No new updates.

★ **Grants and Experiments:**

Here is a brief update on our grants:

- ***Strong Start to Finish Grant:*** Improving retention and student success through various efforts continues throughout this academic year. The committee working on a first-year program and retention efforts continues its work for the Spring semester. SUNY has offered all participating schools a “coach” to work with as we develop new and revised programs. We will gladly accept that opportunity. College Success Program sections have been added to the schedule for Fall 2020.
- ***Second Chance PELL:*** Classes will resume for the summer session on June 22nd. We are offering courses at all three facilities, but have limited the number of course offerings. We have been asked to participate in a new program that will allow faculty and students to communicate via electronic transfer.
- ***P-TECH Program*** – Current enrollment across four cohorts is at 52 students with 24 in the freshmen cohort. A newly added a Criminal Justice pathway has generated a lot of interest. The PTECH program is continuing in accordance with the FEH BOCES Academic Continuity plan through distance learning. Our first cohort of freshman students will be attending NCCC in the fall 2020 semester!
- ***Quantway:*** Given the uncertainty around fall course offerings, we will be limiting our Quantway offerings for fall.

Respectfully submitted,

Sarah Maroun
Interim Vice President for Academic Affairs

MEMORANDUM OF AGREEMENT

The North Country Community College (the “College”) and the North Country Community College Association of Professionals (“NCCCAP”) enter into the following Memorandum of Agreement (“MOA”).

WHEREAS, the College, the Counties of Essex and Franklin, and the NCCCAP have entered into a collective bargaining agreement for the period from September 1, 2019 through August 31, 2021 (the “Agreement”); and

WHEREAS, the Agreement includes Section 7.1(a)(6) which provides that professional staff may not be employed for more than three (3) consecutive full-time temporary appointments, without mutual consent; and

WHEREAS, three (3) professional staff members are currently in their third (3rd) consecutive temporary appointment for the 2019-2020 academic year; and

WHEREAS, due to the COVID 19 pandemic, searches for these positions have been placed on hold;

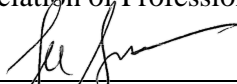
THEREFORE, be it resolved that the parties agree as follows:

1. The temporary appointments for the following positions be extended to a fourth (4th) temporary term for the 2020-2021 academic year:
 - a. English Instructor (Summer Dorr)
 - b. Assistant Director of Financial Aid (Scott Mitchell)
 - c. Assistant Director of Student Life (Angela Brice)

2. This MOA is without precedent, does not constitute a past practice, and will not be used in future proceedings between the parties.

Dated: 4/28/2020

North Country Community College
Association of Professionals

By: 

Lee Susice, President

Dated: 04/28/2020

North Country Community College

By: 

Joe Keegan, President

**NORTH COUNTRY COMMUNITY COLLEGE
RESOLUTION**

WHEREAS the temporary, full-time, 164-day, exempt appointment of Summer Dorr, in the position of English Instructor terminates on August 31, 2020,

WHEREAS the VP of Academic Affairs recommends an extension for the temporary, full-time, 164-day, exempt appointment of Summer Dorr, in the position of English Instructor through August 31, 2021 as the COVID-19 Pandemic will not allow for a search,

WHEREAS the President hereby concurs in this recommendation,

NOW, THEREFORE, BE IT

RESOLVED that the North Country Community College Board of Trustees hereby approves the extension for the temporary, full-time, 164-day, exempt appointment of Summer Dorr, in the position of English Instructor through August 31, 2021. This position is currently funded in the 2020-2021 operating budget.

2020-21-
MOTION:
SECOND:
ACTION:
Yeas:
Nays:
Abstentions:
DATE:

**NORTH COUNTRY COMMUNITY COLLEGE
RESOLUTION**

WHEREAS the temporary, full-time, 221-day, exempt appointment of Scott Mitchell, in the position of Assistant Director of Financial Aid terminates on August 31, 2020,

WHEREAS the Director of Financial Aid recommends an extension for the temporary, full-time, 221-day, exempt appointment of Scott Mitchell to the position of Assistant Director of Financial Aid through August 31, 2021 as the COVID-19 Pandemic will not allow for a search,

WHEREAS the VP of Marketing and Enrollment hereby concurs in this recommendation,

WHEREAS the President hereby concurs in this recommendation,

NOW, THEREFORE, BE IT

RESOLVED that the North Country Community College Board of Trustees hereby approves the extension for the temporary, full-time, 221-day, exempt appointment of Scott Mitchell to the position of Assistant Director of Financial Aid through August 31, 2021. This position is currently funded in the 2020-2021 operating budget.

2020-21-
MOTION:
SECOND:
ACTION:
Yeas:
Nays:
Abstentions:
DATE:

**NORTH COUNTRY COMMUNITY COLLEGE
RESOLUTION**

WHEREAS the temporary, full-time, 221-day, exempt appointment of Angela Brice, in the position of Assistant Director of Student Life terminates on August 31, 2020,

WHEREAS the Dean of Student Life recommends an extension for the temporary, full-time, 221-day, exempt appointment of Angela Brice, in the position of Assistant Director of Student Life through August 31, 2021 as the COVID-19 Pandemic will not allow for a search,

WHEREAS the President hereby concurs in this recommendation,

NOW, THEREFORE, BE IT

RESOLVED that the North Country Community College Board of Trustees hereby approves the extension for the temporary, full-time, 221-day, exempt appointment of Angela Brice, in the position of Assistant Director of Student Life through August 31, 2021. This position is currently funded in the 2020-2021 operating budget.

2020-21-
MOTION:
SECOND:
ACTION:
Yeas:
Nays:
Abstentions:
DATE:

Vice President - Marketing and Enrollment

Report to the Board of Trustees

Created May 22, 2020

Admissions and Financial Aid Team Updates:

- The Admissions and Financial Aid teams pivoted back over to new incoming students the past couple weeks. The current outreach has been geared towards the students in an “incomplete” status where we’re working to guide them through towards acceptance. The registration window for new students opened at the end of April so we have also been working with students to confirm their acceptance which is when we hand them off to the Registrar’s Office. Then, they are setup with a 1 on 1 advising session to complete their scheduling and registration. This is a new process for the college but so far it has been running fairly smoothly and the number of students getting registered each week has been stronger than expected.
- We have continued to brand and build-out North Country Live (we’re now creating a new landing page for this which you can check-out at www.nccc.edu/live). We are offering general sessions, financial aid sessions (Money Matters Mondays), program specific sessions (Friday Features) and special sessions for our business/industry/agency partners. Most sessions bring in 3-5 students which make the meetings very personal and interactive. Additionally, we have been working with Selina’s “Opportunities” group to put together the North Country Summer Series of webinars which will also flow through our North Country Live channel. (Please see our current logo options on page 4)
- Financial Aid has continued to work with the IT Department to improve the new student portal. Awarding has gone fairly well except for a few instances where we needed to go back into the portal for further development work. The portal has been shared with other teams at the college and to students for feedback which has led to some drastic changes to how we present the numbers. This is certainly helping to make the portal and overall process much more student-friendly. (Please see the “Financial Aid Packaging” report on page 2)

Marketing and Web Team Updates:

- The current marketing push for summer enrollment is in full-swing and can be found at www.nccc.edu/summer. We’re utilizing print, online, social and radio advertising to drive people to us and the results have been very strong. (Please see the webpage analytics on page 3). After two weeks of the campaign the /summer page became the third-most hit page on our website so we have been very happy with the traffic. This campaign will run right up until May 28th which is the last day that students can add summer courses. We also worked with the Registrar’s Office and IT to create a new online form and process to make registration easier for non-degree seeking students.
- The program-specific marketing campaign for Massage Therapy finished up this week and we’ve moved on to showcase all of the business programs. The business program campaign will run for approximately three weeks so we hope to see some solid lead generation for those programs. We will begin to work on ads and new marketing materials for Human Services and Criminal Justice which should all take flight in June/July. All new program landing pages can now be found at the new www.nccc.edu/programs page.
- Work has started this week on a new marketing campaign that will promote our scholarship programs in June. We were fortunate to receive a \$10,000 grant from the Adirondack Foundation to help spread the word about funding available specifically for non-traditional students. I will report on this next month.

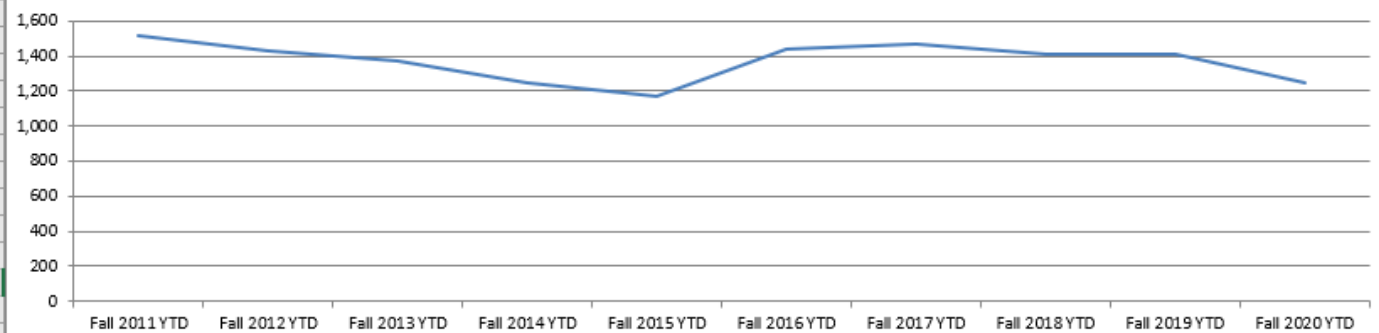
Application Pipeline (Fall)

Current Year: 2020

Data Date: 5/18/2020 *Rough estimate based on available data in CAMS

	Fall 2011 YTD	Fall 2012 YTD	Fall 2013 YTD	Fall 2014 YTD	Fall 2015 YTD	Fall 2016 YTD	Fall 2017 YTD	Fall 2018 YTD	Fall 2019 YTD	Fall 2020 YTD	Fall 2011 Final	Fall 2012 Final	Fall 2013 Final	Fall 2015 Final	Fall 2016 Final	Fall 2017 Final	Fall 2018 Final	Fall 2019 Final	
Fall Applications (YTD)	1,514	1,430	1,368	1,246	1,166	1,439	1,467	1,408	1,415	1,249	1,843	1,740	1,673	1,921	1,882	1,927	1,898	1,802	1,713
Deposits	389	423	315	206	163	270	272	237	221	251	449	479	351	481	472	533	451	405	390
Admits	559	568	589	622	491	562	551	481	510	399	696	653	771	797	694	762	724	522	572
Wait List (Nursing, RAD)	26	4	24	70	85	61	54	57	54	16	27	4	24	38	63	39	59	17	49
Other Application Status	61	237	68	30	0	0	0	0	0	1	16	253	32	3	1	3	0	0	0
Received Applications Pending	1	4	6	28	22	18	17	31	21	7	2	4	9	1	24	7	4	8	12
Incomplete Applications	67	80	280	279	393	408	360	576	557	505	170	217	390	14	233	342	322	597	367
Application Withdrawn	106	98	65	9	10	18	31	22	50	70	131	109	76	581	181	68	74	237	321
Inactive Application	0	0	0	0	0	98	179	1	1	0	0	0	0	0	0	167	260	12	1
Application Rejected	305	16	21	2	2	4	3	3	1	0	352	21	20	6	214	6	4	4	1
Registered First Time, Transfer and R	0	0	0	0	0	0	0	0	193	140	628	640	510	575	469	443	456	426	412

Fall Applications (YTD)



Financial Aid Packaging (Fall)

INCOMING	Fin Aid Offers Sent	Fin Aid Offers Accepted	FAFSA Incomplete (unable)	
Fall 2020	213/36	19	40/12	5/20/2020
Fall 2019	269	56	33	5/22/2019
Fall 2018	280 (63 PTP)	61	48	5/24/2018

RETURNING	Fin Aid Offers Sent	Fin Aid Offers Accepted	FAFSA Incomplete (unable)	
Fall 2020	19		9	5/20/2020
Fall 2019	137			5/22/2019
Fall 2018				

Page	Pageviews	Unique Pageviews	Avg. Time on Page	Entrances	Bounce Rate	% Exit	Page Value
	16,673 % of Total: 100.00% (16,673)	13,443 % of Total: 100.00% (13,443)	00:02:23 Avg for View: 00:02:23 (0.00%)	9,003 % of Total: 100.00% (9,003)	69.81% Avg for View: 69.81% (0.00%)	54.00% Avg for View: 54.00% (0.00%)	\$0.00 % of Total: 0.00% (\$0.00)
1. /	7,685 (46.09%)	6,298 (46.09%)	00:03:32	6,160 (68.02%)	68.18%	64.84%	\$0.00 (0.00%)
2. /commencement-2020/	886 (5.31%)	700 (5.21%)	00:04:29	366 (4.07%)	74.32%	62.42%	\$0.00 (0.00%)
3. /summer/	839 (5.03%)	700 (5.21%)	00:00:38	664 (7.38%)	80.27%	77.47%	\$0.00 (0.00%)
4. /programs/	650 (3.90%)	350 (2.60%)	00:00:28	100 (1.11%)	54.00%	17.38%	\$0.00 (0.00%)
5. /registration/index.html	368 (2.21%)	279 (2.08%)	00:01:33	70 (0.78%)	38.57%	31.79%	\$0.00 (0.00%)
6. /nursing/index.html	232 (1.39%)	140 (1.04%)	00:01:50	11 (0.12%)	45.45%	15.95%	\$0.00 (0.00%)
7. /student-life/studentawards	224 (1.34%)	196 (1.45%)	00:05:58	163 (1.81%)	77.91%	79.02%	\$0.00 (0.00%)
8. /apply/index.html	185 (1.11%)	116 (0.86%)	00:01:52	17 (0.19%)	82.35%	46.49%	\$0.00 (0.00%)
9. /office-of-academic-affairs/index.html	147 (0.88%)	122 (0.91%)	00:00:35	7 (0.08%)	57.14%	18.37%	\$0.00 (0.00%)
10. /admissions/index.html	143 (0.86%)	109 (0.80%)	00:00:28	19 (0.21%)	63.16%	22.38%	\$0.00 (0.00%)
11. /campus-store/index.html	134 (0.80%)	115 (0.86%)	00:05:05	31 (0.34%)	67.74%	64.93%	\$0.00 (0.00%)
12. /summer/index.html	113 (0.68%)	84 (0.62%)	00:03:45	3 (0.03%)	0.00%	31.86%	\$0.00 (0.00%)
13. /massage/	108 (0.65%)	102 (0.76%)	00:01:07	102 (1.13%)	94.12%	91.67%	\$0.00 (0.00%)
14. /degrees/index.html	106 (0.64%)	71 (0.53%)	00:00:37	25 (0.28%)	12.00%	13.21%	\$0.00 (0.00%)
15. /academic-calendar/index.html	101 (0.61%)	95 (0.71%)	00:01:20	32 (0.36%)	71.88%	59.41%	\$0.00 (0.00%)
16. /careers/index.html	101 (0.61%)	96 (0.71%)	00:04:01	44 (0.49%)	90.91%	80.20%	\$0.00 (0.00%)
17. /library/index.html	98 (0.59%)	77 (0.57%)	00:04:43	24 (0.27%)	54.17%	63.27%	\$0.00 (0.00%)
18. /commencement-2020/slideshow-of-honors.html	96 (0.58%)	69 (0.51%)	00:03:47	17 (0.19%)	58.92%	47.92%	\$0.00 (0.00%)
19. /coronavirus-response/index.html	91 (0.55%)	78 (0.58%)	00:01:16	15 (0.17%)	60.00%	39.46%	\$0.00 (0.00%)
20. /sarano-lake/index.html	90 (0.54%)	78 (0.58%)	00:01:11	19 (0.21%)	84.21%	42.22%	\$0.00 (0.00%)

NC NORTH COUNTRY
COMMUNITY COLLEGE
THE STATE UNIVERSITY OF NEW YORK

CAMPUSES * ACADEMICS * ADMISSIONS * STUDENT LIFE * ALUMNI * ATHLETICS * COVID-19

SEARCH

CATCH UP OR
Get Ahead
REGISTER FOR 2020 SUMMER SESSIONS

APPLY CAMPUSES DEGREES & PROGRAMS PAYING FOR COLLEGE

CATCH UP OR
Get Ahead
REGISTER FOR 2020 SUMMER SESSIONS

CATCH UP OR GET AHEAD
Summer Sessions
REGISTER FOR 2020 SUMMER SESSIONS

Summer
NCCC Sessions
REGISTER NOW

v1

NCCC | *Live*

v2

NCCC **LIVE**

v3

NCCC
LIVE

v4

NCCC
LIVE

v5

NCCC
LIVE

v6

NCCC
LIVE





North Country Community College

Sponsored by Franklin and Essex Counties

OPERATING FUND FINANCIAL REPORT

As of April 30, 2020

SUBMITTED TO THE BOARD OF TRUSTEES

May 28, 2020

ROBERT FARMER

Vice President of Administration, CFO

North Country Community College Balance Sheet APRIL 30, 2020			
	Current Year <u>Actual</u>	Prior Year <u>Actual</u>	Current Year <u>Inc (Dec)</u>
Assets			
Cash	\$ 5,731,062	\$ 4,560,391	\$ 1,170,670
Accounts Receivable-Students	239,154	(26,608)	265,762
Due From NCCC Association	226,596	37,849	188,747
Due From NCCC Foundation (Contributions)	836,817	1,093,465	(256,648)
Due From Other Funds	444,505	434,383	10,122
Due From Governments (State & Fed Fin Aid)	634,360	2,045,983	(1,411,623)
Prepaid Expenses	46,778	(509)	47,287
Total Assets	\$ 8,159,271	\$ 8,144,954	\$ 14,317
Liabilities			
Accounts Payable	\$ 2,070	\$ 148,638	\$ (146,569)
Payroll & Benefits Liabilities	3,858	11,830	(7,972)
Due to NCCC Association (Room, Meals, Books)	548,068	456,439	91,629
Due to NCCC Foundation (Rent)	237,108	624,938	(387,830)
Due to Other Funds	120	20	100
Due to Retirement	321,204	196,716	124,488
Compensated Absences	256,362	249,943	6,418
Other Liabilities	476,420	368,645	107,775
Total Liabilities	\$ 1,845,211	\$ 2,057,171	\$ (211,960)
Month End Equity	\$ 6,314,060	\$ 6,087,783	
Total Liabilities & Equity	\$ 8,159,271	\$ 8,144,954	
Fund Balance Summary			
Fund Balance as of 09/01/19	\$ 4,620,020		
Estimated 19-20 Surplus (Deficit)	\$ (474,856)		
Projected Fund Balance as of 09/01/20 ¹	\$ 4,145,164		
¹ GAS 75 is an accounting and financial reporting provision requiring government employers to measure and report "Other Post-Employment Benefits". Currently, NCCC would be responsible for \$15,856,548.			

North Country Community College Revenues & Expenditures APRIL 30, 2020				
	Annual <u>Budget</u>	YTD <u>Actual</u>	19-20 Actual <u>M (L)</u>	% of <u>Budget</u>
Revenues				
Tuition & Fees	\$ 5,948,711	\$ 5,356,423	\$ (592,289)	90%
Sponsors' Contribution	2,380,000	1,578,333	(801,667)	66%
Chargebacks	713,800	596,659	(117,141)	84%
Out-of-State Tuition	837,905	821,106	(16,799)	98%
State Aid	4,184,755	3,157,049	(1,027,707)	75%
Contributions	1,098,500	712,496	(386,004)	65%
Total Revenues	\$ 15,163,671	\$ 12,222,065	\$ (2,941,606)	81%
Expenditures				
Salaries	\$ 7,510,437	\$ 5,074,946	\$ 2,435,490	68%
Payroll Taxes	574,548	362,037	212,512	63%
Medical	2,062,677	1,330,638	732,039	65%
Retirement	646,507	452,044	194,463	70%
Other	150,276	165,424	(15,149)	110%
Equipment	84,075	19,569	64,506	23%
Facility Leases	1,455,130	962,006	493,124	66%
Utilities	295,750	220,174	75,576	74%
Maintenance	207,650	129,430	78,220	62%
Office & General Supplies	88,027	33,650	54,377	38%
Advertising	172,950	84,315	88,635	49%
Professional Services	101,400	62,583	38,817	62%
Information Technology	353,170	252,359	100,811	71%
Library & Instructional Supplies	196,923	184,434	12,489	94%
Scholarships	515,000	586,317	(71,317)	114%
Travel	169,770	64,993	104,777	38%
Property & Liability Ins.	140,000	102,526	37,474	73%
Miscellaneous	430,005	282,593	147,413	66%
Total Expenditures	\$ 15,154,295	\$ 10,370,037	\$ 4,784,258	68%
Operating Surplus (Deficit)	\$ 9,376	\$ 1,852,028	\$ 1,842,652	19653%
Non-Operating Activity	-	4,372	4,372	NA
Total Fund Surplus (Deficit)	\$ 9,376	\$ 1,856,400	\$ 1,847,024	19699%

North Country Community College

May Forecast

For the year ending August 31, 2020

	Budget	Forecast	Forecast More (Less) vs. Budget	
FTE				
In-State	710	591	(120)	-20.2%
Out of State	70	71	1	1.8%
Bridge	245	253	8	3.2%
Core Operating FTE	1,025	915	(110)	-12.0%
Prison	155	140	(15)	-10.5%
Total FTE	1,180	1,055	(125)	-11.8%
Core Operations				
Revenues				
In-State Tuition	\$ 3,826,703	\$ 3,353,663	\$ (473,040)	-12.4%
Out-of-State Tuition	837,905	826,106	(11,799)	-1.4%
Fees	1,336,500	1,262,580	(73,920)	-5.5%
Sponsor's Contribution	2,380,000	2,380,000	-	0.0%
Chargebacks to Other Counties	713,800	625,000	(88,800)	-12.4%
State Aid	3,751,071	3,713,071	(38,000)	-1.0%
Contributions & Other Income	1,098,500	1,074,320	(24,180)	-2.2%
Reserve for Bad Debt	(192,008)	(265,000)	(72,992)	38.0%
Total Revenues	13,752,471	12,969,740	(782,731)	-5.7%
Expenditures				
Salaries	7,170,437	7,125,437	(45,000)	-0.6%
Payroll Taxes	548,538	532,746	(15,792)	-2.9%
Medical	2,062,677	1,985,136	(77,541)	-3.8%
Retirement	646,507	706,507	60,000	9.3%
Other	91,286	120,165	28,879	31.6%
Equipment	82,075	25,000	(57,075)	-69.5%
Facility Leases	1,455,130	1,452,305	(2,825)	-0.2%
Utilities	295,750	250,750	(45,000)	-15.2%
Maintenance	207,650	167,650	(40,000)	-19.3%
Office & General Supplies	88,027	78,027	(10,000)	-11.4%
Advertising	172,950	172,950	-	0.0%
Professional Services	101,400	108,546	7,146	7.0%
Information Technology	353,170	303,170	(50,000)	-14.2%
Library & Instructional Supplies	196,923	194,434	(2,489)	-1.3%
Scholarships	515,000	586,317	71,317	13.8%
Travel	169,770	66,743	(103,027)	-60.7%
Property & Liability Ins.	140,000	141,176	1,176	0.8%
Miscellaneous	195,805	199,886	4,081	2.1%
Total Expenditures	14,493,095	14,216,945	(276,150)	-1.9%
Core Surplus / (Deficit)	(740,624)	(1,247,205)	(506,581)	-68.4%
2nd Chance Pell				
Revenues				
Tuition & Fees	1,075,000	979,169	(95,832)	-8.9%
State Aid	433,684	433,684	-	0.0%
Reserve for Bad Debt	(97,484)	(15,000)	82,484	-84.6%
Total Revenues	1,411,200	1,397,853	(13,347)	-0.9%
Expenditures				
Salaries	340,000	375,860	35,860	10.5%
Benefits	85,000	86,319	1,319	1.6%
Equipment	2,000	-	(2,000)	-100.0%
Contractual	234,200	163,324	(70,876)	-30.3%
Total Expenditures	661,200	625,503	(35,697)	-5.4%
Pell Contribution to Overhead	750,000	772,349	22,349	3.0%
Operating Surplus (Deficit):	\$ 9,376	\$ (474,856)	\$ (484,232)	5165%

**North Country Community College
President's Report to the Board of Trustees
May 28th, 2020**

Greetings to you all,

I hope this finds you and yours safe and healthy. The year has come to an end and it is one for the history books. Despite the many challenges brought about by the pandemic, there was much good that emerged. Students completed their semester, graduation took place and Summer 2020 classes are in full swing. We are actively planning for Fall 2020 and just bid farewell to the faculty and most of our students who are now on Summer Break.

A long-time faculty member of the College, Bob Brown, passed away on Friday, May 15th. Brownie joined the College in 1969 and was here until his retirement in 1996. He was part of that first wave of College employees that laid a foundation for the values and practices that continue to guide us today: students first, relationships as fundamental, and kindness. He was beloved by students, faculty and staff and returned that affection to the College. He will be missed.

We also say goodbye to Dave Howe and Dave St. Germain who are moving onto new opportunities, and to Judy Steinberg, who is retiring after a 16-year career at North Country.

With all that in mind, please find updates from our area below.

Respectfully yours,

Joe

★ **Campus and External Relations**

Here are some highlights of events, contacts and interactions that I have participated in over the last few weeks:

Date	With	Location
27 April 20	Meeting with Joe Pete Wilson, Keene Supervisor	Zoom
28 April 20	COVID-19 Check-in w/ SUNY Chancellor	Web-Ex
30 April 20	NCCC-Workforce Partners: COVID-19 +	Zoom
30 April 20	COVID-19 Check-in w/ SUNY Chancellor	Web-Ex
01 May 20	NCCC Association – Exec Session	Teams
01 May 20	NY Community College Association of Presidents	Zoom
05 May 20	SL Rotary Club Presentation	Zoom
05 May 20	COVID-19 Check-in w/ SUNY Chancellor	Web-Ex

06 May 20	Workforce Development Initiative: NC Chamber	Zoom
07 May 20	COVID-19 Check-in w/ SUNY Chancellor	Web-Ex
08 May 20	NCCC Association – Exec Session	Teams
08 May 20	NY Community College Association of Presidents	Zoom
12 May 20	Northwood School	Zoom
14 May 20	COVID-19 Check-in w/ SUNY Chancellor	Web-Ex
15 May 20	Kristin Esterberg, SUNY Potsdam and Ty Stone, SUNY Jefferson	Zoom
15 May 20	NY Community College Association of Presidents	Zoom
18 May 20	SUNY Apprenticeship Webinar	Zoom
18 May 20	College Senate Meeting	Zoom
19 May 20	NCCC Foundation Meeting	Conf Call
20 May 20	Elise Stefanik and Regional Higher Ed Partners	Conf Call
20 May 20	COVID-19 Check-in w/ SUNY Chancellor	Web-Ex
21 May 20	NCCCAP Negotiations	Teams
21 May 20	NCCC-Workforce Partners: Perkins V CLNA	Zoom
21 May 20	COVID-19 Check-in w/ SUNY Chancellor	Web-Ex
22 May 20	Cathy Dove, Paul Smith's College	Call
22 May 20	NY Community College Association of Presidents	Zoom
26 May 20	Meeting with Joe Pete Wilson, Keene Supervisor	Zoom
27 May 20	NCCC-Workforce Partners: Perkins V CLNA	Zoom

★ **Commencement 2020**

The 2020 Commencement ceremony was in a word, “wow”! From Steve Reed’s introduction to our mascot’s (Bernie) farewell, our students were well feted. In case you have not yet seen it, I encourage you to check out the videos which you can do here: <https://nccc.edu/commencement-2020/> The faculty and staff video was heartfelt and touching, as were our commencement speakers, Class of 1989 alumni, Patti and Jon Erickson. Thank you to Chris Knight, Stacie Hurwitch, the Commence Committee, Great Range, and all who had a hand in making the celebration so successful!

Relatedly, the Awards page on the website was also quite a hit! Thank you to Kathy Goodrow, Diana Fortune, Kim Irland and Scott Harwood for their work on that! <https://nccc.edu/student-life/studentawards.html>

★ **Chancellor’s Awards and Fellowships**

We were very fortunate this year to have five (5) SUNY Chancellor’s Awards winners, one (1) student and four (4) faculty and staff. Congratulations to...

- Student Excellence: Schuyler Cranker AS Liberal Arts: Math/Science
- Excellence in Classified Service: Jessica Martin (Microcomputer Operator, Records Office)
- Excellence in Professional Service: Lisa Symonds (Director of Business Operations)
- Excellence in Scholarship and Creative Activities: Dr. Stacey Mascia-Susice (Professor of Humanities)

- Excellence in Teaching: Lee Susice (Professor of Mathematics)

We also had two (2) students awarded the Chancellor's Fellowship, a scholarship to help them offset costs to attend a SUNY institution for the baccalaureate:

- Caitlynn McGillicuddy, AAS Nursing – SUNY Stony Brook
- Rebecca Wiley, AAS Nursing, SUNY Plattsburgh

★ **COVID-19 Task Force and Reopening**

The Task Force has been planning for the Fall 2020 semester. We are working in close coordination with SUNY and the Governor's office on various scenarios for the fall semester. We have whittled down the options we are planning for to 1) a mostly on-campus format, or 2) a mostly online format. We will continue to be guided by the principle of ensuring that whatever model we adopt is aligned with our primary objective of protecting the safety and health of our community.

We invited the faculty and staff to our meeting on Monday, May 18th, shared what we knew and fielded questions. We have also communicated our current understanding of Fall 2020 to our campus community, including our continuing students.

Recently, we reached out to our county public health to coordinate our planning, are taking guidance from the Governor's NY Forward initiative (<https://forward.ny.gov/metrics-guide-reopening-new-york>) and working with regional partners including Paul Smith's College, Jefferson Community College and SUNY Potsdam to find common ground to work from.

★ **CARES Act Funding**

As the Board knows, we received 1.1 million in funding from the CARES Act to support students and operations impacted by the pandemic. There are two pots of funding, *student* and *institutional*, of which at least 50% of the grant goes to students. We were required to develop a committee that would oversee our plan for how we would use the funds and sent that along to SUNY and the status is:

- *Student funding*: Our plan was approved by SUNY and NYS Division of Budget for dispersal. These funds must be used for Title IV-eligible students impacted by the pandemic
- *Institutional*: we await guidance from SUNY on how those funds can be used.

Many thanks to Mary Ellen Chamberlain and Lisa Symonds for leading this as well as those serving on the committee.

★ **SUNY Support and New Community College Marketing Campaign**

SUNY, led by Chancellor Johnson, continues to be a resource for all Colleges within the system through now weekly meetings with the presidents and similar meetings for other administrative offices. More particularly to us, Vice Chancellor for Community Colleges, Johanna Duncan-Poitier, has been extremely helpful to our sector. Much of the energy in recent weeks has been trying to avoid a large reduction in our state FTE reimbursements and, more recently, to helping offset reductions by investing in marketing to prospective students.

Starting May 26th, 2020, SUNY is launching a multi-level marketing campaign on behalf of the community colleges, with the tagline, “Stay here, Go far”. This funding is unprecedented and much appreciated. SUNY is not only funding it, but working with our Enrollment team to ensure linkage of leads. It will be targeting high school graduates and adults from ages 35-49 by region (ours is the North Country, shared with Clinton CC and Jefferson CC. Many thanks to Vice Chancellor for Community Colleges, Johanna Duncan-Poitier, for leading this effort on our behalf.

★ **Opportunities**

We have continued to keep one eye on the future and how we can be helpful to our communities. Two ways that we have been doing so are: 1) bi-weekly meetings with our regional workforce partners to find ways the College can help those who are finding themselves suddenly out-of-work and provide support and programs that can help sustain our communities, and, 2) exploration by our faculty and staff in non-credit offerings that can help those community members impacted by the pandemic.

As Sarah Maroun will report, we put a bid in for Medical Assistant Training with the North Country Chamber and their Workforce Development Initiative Grant, and are pursuing a water/wastewater grant through Essex County.

★ **Administrative Updates**

Planning for succession of Bob Farmer, our VP for Administration and CFO, continues and will be discussed with the Board.

★ **19-20 College Budget**

Our 19-20 Budget projections are now suggesting that if Summer 20 registration holds, we will land at about 912 FTEs. We are still awaiting word from the Governor and his Budget Manager on whether our 4th quarter payment will be reduced. As we shared, we were required to run scenarios where we had a 10-30-50% reductions which you can see here:

NYS Q4 19-20 Base Aid				
		\$	989,688	
Reduction	10%	\$	890,719	\$ (98,969)
	30%	\$	742,266	\$ (247,422)
	50%	\$	494,844	\$ (494,844)

★ **20-21 College Budget**

This has been the most challenging of budgets to develop, largely because the revenue projections, both the NYS FTE aid and our enrollment, are unknowns. As a reminder, the community college sector did not receive either an increase in FTE nor the floor. In fact, we have been told to prepare for a reduction in our 2020-21 state aid as well and those projections are found below.

NYS 20-21 Base Aid	\$	3,260,643	
Reduction	10%	\$	2,934,579 \$ (326,064)

30%	\$ 2,282,450	\$ (978,193)
50%	\$ 1,630,322	\$ (1,630,322)

We are hoping to delay our final budget preparation until early to mid-June, which will give us time to hopefully a) know what our FTE reduction will be, and, b) finalize a decision on how we are going to teach and work in Fall 2020. We asked the counties if they would consider it and are awaiting final confirmation. As the Board knows, we were facing both a structural deficit of 1.4 million going into the 2020-21 year and this crisis was placed on top of that, exacerbating the problem. In order to bring our spending in line with our revenue, we will need to cut costs further, which will likely include reduction of our staff. That can come in many forms including holding on replacements, early retirement, resignation, and, our least desirable option, retrenchment of positions/programs. Wherever possible, we want to protect our core operations as an institution of higher education. To do so effectively this year, will take a bit more time.

Simultaneously, we are slowly working on making the College and our operations sustainable beyond 20-21. Given our deficit from last year, our projected deficit from this year, and the uncertainties going forward, we must take some difficult steps to bring our spending in line with our revenues. This work will then prepare the groundwork for our next strategic plan, which we will undertake this summer.

★ **Strategic Plan**

Three of the four (4) new strategic actions to our strategic plan (2017-20) have been getting much of the attention thus far. Those are:

- *Customer Service: Institution-wide student-focused customer service retooling* - this has been continuing through student outreach campaigns, virtual recruitment sessions, virtual financial aid sessions, and soon, virtual program sessions with prospective students. creation of tools and communiques to support students, employees and the public on changing conditions impacting them.
- *Foundation and Scholarships: increase annual fund for scholarships.* – As noted last time, the Foundation Board graciously committed to funding up to \$100,000 in an *Opportunity Scholarship* for the 20-21 year.

The other two are:

- Develop alumni network and communication to help fundraise and support the institution.
- Institutional Research metrics/dashboards: create, curate, resource and maintain most important IR metrics

As noted above, we will begin planning for a Summer 2020 Strategic Plan retreat to develop the next iteration of our strategic plan, linked to enrollment, budget, institutional goals and our institutional priorities.

★ **Policy Development and Employee Handbook**

Three policies (Campus Access, Conflict of Interest, and Video Surveillance) have moved their way through the new process of review, were approved by the Senate

and are being reviewed by our lawyer, Jim Brooks. We hope to have them to you in June.

Our HR Director, Tara Smith, completed the draft of an Employee Handbook, which was approved by the Senate at their May 18th, 2020 meeting. It is in front of the Board for your review today.

★ **Middle States/SUNY/NYSED**
Self-Study

The self-study continues but, like so many other things, the flow of work on it has been interrupted by the crisis. Middle States has been in communication about general operations and accreditation. We expect that at some point, they will have the ability to guide Colleges who are in self-study about any changes that may have emerged from the crisis.

A couple of weeks ago, we learned that Dr. Cheryl Lesser, formerly the VPAA of Clinton Community College, was unable to continue serving as our MSCHE Team Chair for our Self-Study. In her place, is Dr. Kristy Bishop, also from Pennsylvania, at Westmoreland CC. We look forward to Dr. Bishop visiting us in Fall 2020 and the team in Spring 2021.

From our self-study, our institutional priorities informing our work are:

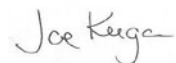
- *Maintaining a culture of assessment that supports excellence in education and guides the College's daily operations and strategic planning*
- *Expanding community engagement through partnerships and enhancing community integration*
- *Improving financial sustainability through increasing enrollment and retention.*

★ **Branch Campuses - Leases**

This year, the leases with the Foundation for our campuses in Malone and Ticonderoga and up and we have updated those effective June 1, 2020. These have been reviewed by our lawyer, Jim Brooks and the administration and are before the Board today.

That's all for now. Thank you for your ongoing support of the College and our work and for helping make the 2019-20 year a success...and memorable.

Gratefully yours,



Joe Keegan
President

**NORTH COUNTRY COMMUNITY COLLEGE
RESOLUTION**

WHEREAS The College desires to renew leases for the Malone and Ticonderoga campuses to support operations in those communities, and

WHEREAS the North Country Community College Foundation desires to lease those buildings to the College for a period of five (5) years with options to renew beyond that term, and

WHEREAS they have been reviewed by our legal counsel, and

WHEREAS the President has reviewed the leases and supports the recommendation and endorses the recommendation;

NOW, THEREFORE, BE IT

RESOLVED that the North Country Community College Board of Trustees approves the renewal of leases with the North Country Community College Foundation to operate the College at the Malone and Ticonderoga campuses.

####

MOTION:

SECOND:

ACTION:

Yeas:

Nays:

Abstentions:

DATE:

LAW OFFICE OF
JAMES M. BROOKS
72 OLYMPIC DRIVE
LAKE PLACID, NEW YORK 12946

518-523-1555
+ FAX: 518-523-4486

+ NOT FOR SERVICE OF PAPERS

+EMAIL: jamesmbrooks@CentralNY.TWCBC.com

February 11, 2020

Via Email Only:

NCCC Foundation
Attn: Diana Fortune, Director
Hodson Hall, Room 202
23 Santanoni Avenue
Saranac Lake, NY 12983

Re: Malone Campus Lease
2020 - 2025

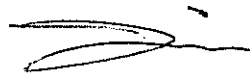
Dear Diana:

Enclosed find the proposed Malone Campus Lease. The revisions made to the Ticonderoga Lease I made to this Lease also. The only variation is the annual rents.

Except for the changes in rents, nothing really changes from the past Leases, but the rent and the names of those that sign for the two parties. I reviewed both in detail and could see no reason to make any additions or revisions. As SUNY and the Sponsors had no issues, and as the two Boards also agreed with the provisions, I suggest you process same with President Dowd and the Board. I copy President Keegan so he is advised and can be prepared for proceeding with the Board of Trustees once your Board acts.

If anyone has a question, give me a call or an email. If I need to attend the Board meetings of either, let me know and I will.

Best,



James M. Brooks
College Attorney

JMB:kam
Enclosures
cc: Joe Keegan, President NCCC

US Inflation Rate 2015-19

2.02%

Assumed US Inflation Rate Average 2020-25 2.02%

Malone

2019-20 - Current

Square Footage	35,000
Cost/Sq. Ft.	\$ 23.36
Annual Rent Expense	\$ 817,600

2020-25 - Proposed Steps with Inflation

		Change	
6/1/2020 - 5/31/2021	\$ 885,850	\$ 68,250	8.35%
6/1/2021 - 5/31/2022	\$ 903,744	\$ 17,894	2.02%
6/1/2022 - 5/31/2023	\$ 922,000	\$ 18,256	2.02%
6/1/2023 - 5/31/2024	\$ 940,624	\$ 18,624	2.02%
6/1/2024 - 5/31/2025	\$ 959,625	\$ 19,001	2.02%

73,821.
75,313.
76,833.
78,355.
79,969.

6/1/2020 - 5/31/2021 Cost /Sq. Ft.	\$ 25.31	\$ 1.95	8.35%
6/1/2021 - 5/31/2022 Cost /Sq. Ft.	\$ 25.82	\$ 0.51	2.02%
6/1/2022 - 5/31/2023 Cost /Sq. Ft.	\$ 26.34	\$ 0.52	2.02%
6/1/2023 - 5/31/2024 Cost /Sq. Ft.	\$ 26.87	\$ 0.53	2.02%
6/1/2024 - 5/31/2025 Cost /Sq. Ft.	\$ 27.42	\$ 0.54	2.02%

LEASE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2020, between

NORTH COUNTRY COMMUNITY COLLEGE FOUNDATION, INC., a not-for-profit corporation organized under the laws of the State of New York with a Post Office address of P.O. Box 89, Saranac Lake, New York, 12983-0089 (hereinafter referred to as "Owner"),

and

NORTH COUNTRY COMMUNITY COLLEGE, a community college duly organized and existing under the laws of the State of New York, with its principal place of business at 23 Santanoni Avenue, Saranac Lake, New York, 12983 (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Tenant is desirous of extending the leasing of the premises located at Malone, New York, owned by the Owner, said buildings and their fixtures being hereinafter referred to as "the Buildings", and the surrounding adjoining land being "the Property", and both being "the Premises"; and

WHEREAS, Tenant desires to obtain such Lease of said buildings and property (the premises), for the purpose of operating a Community College with all its usual sponsored instructional programs to provide such educational programs to the general public and under the authority allowed by the Education Law of the State of New York; and

WHEREAS, Owner beneficially owns the buildings and the property and desires to extend the Lease to Tenant for the purposes above stated, conditioned upon compliance with the terms and conditions herein set forth,

NOW, THEREFORE, the parties hereto do hereby agree, for the consideration and mutual promises and covenants herein recited, as follows:

1. LEASED PREMISES:

(a) Commencing June 1, 2020, Owner does hereby rent and lease to the Tenant, and the Tenant does hereby rent and lease from the Owner, 35,000 square feet of gross floor area square footage of space consisting of the buildings located thereon and designated as the Malone Branch Campus of the North Country Community College, Franklin County, New York, and the surrounding Real Property constituting the College Campus, constituting the premises , as described on Schedule "A".

(b) Tenant accepts the leased Buildings and the Property in their "as is" condition, and Tenant agrees to surrender such in the same condition, with all improvements, alterations, additions and improvements thereto during the terms of this Lease and its extensions, reasonable wear and tear by use excepted, at and upon the termination of this agreement.

(c) Tenant and Owner agree that effective June 1, 2020 all prior Leases by them with respect to the premises are hereby terminated and superseded by this Lease.

2. **TERM OF LEASE:** The term of this Lease shall commence as of June 1, 2020 and terminate on May 31, 2025, at midnight, or until termination in accordance with other provisions of this Lease.

Prior to any termination of this lease the parties agree that the party intending to initiate the termination process shall provide the other party with six months advance written notice setting forth (1) the intention to initiate the right of termination under the terms of this Agreement, (2) the particular term of this lease under which the initiating party claims a right to terminate, specifying the number and section of the Lease Agreement, (3) the facts and conduct on which the initiating party relies to support any claim of a right to terminate, (4) the conduct or process the initiating party claims will resolve the issues and eliminate the desire and need for any such termination process and (5) the date for the proposed termination. Said notice shall be given in accordance with the provisions of paragraph 23 of this Agreement. Upon receipt of such notice by the other party, designated representatives of both parties shall, within 5 business days thereafter, meet and discuss the stated facts and conduct and shall endeavor, in good faith, to resolve the claimed issues by agreement. In the event of a proposed resolution by agreement by said representatives, the two representatives shall set forth the proposed terms and conditions in writing and shall execute the proposed resolution agreement as the intentions of the two representatives only. Following execution of said proposed resolution agreement, each representative shall present such proposal to his Board within 30 business days following the execution of the proposed resolution agreement by said representatives. The respective Board of Trustees/Directors of the parties hereto shall review and decide by majority vote of such Board if the proposed terms and conditions presented by the proposed resolution agreement are acceptable. If acceptable by the majority vote of the respective Boards of each party, the terms and conditions shall be memorialized by a written amendment to this Lease Agreement. In such event the notice initiating this termination process shall be deemed terminated and will be of no further force and effect.

In the event the parties are unable to resolve all disputes after full compliance with the above provisions, no later than 60 days prior to the proposed date of termination set forth in the initialing notice as provided by (5) above, both Boards shall meet in a joint meeting at the main office of the College in an effort to finally resolve any disputes. If agreement be reached by a majority vote of each Board, the terms and conditions agreed to shall be memorialized by a written amendment to become part of this Lease Agreement. In such event the notice initialing this termination process shall be deemed terminated and

will be of no further force and effect.

If agreement cannot be reached, the parties agree to seek the assistance and counsel of the sponsors of the College in resolving any disputes or issues, to the end that this Lease Agreement shall remain in force and effect for the term therein provided, and for the reasonable anticipated extensions of said Lease Agreement into the foreseeable future.

3. IMPROVEMENTS AND REPAIRS:

(a) All repairs, alterations, additions, improvements and modifications to the premises undertaken by Tenant shall be at Tenant's sole cost and expense, shall only be undertaken by Tenant following its submission of plans, specifications and details to the satisfaction of and in compliance with the requirements of Owner and of the Zoning and Building laws, rules and regulations of the Village of Malone and of the State of New York. Tenant shall be required to make application for and obtain all necessary building or occupancy permits required by the Village of Malone or State of New York. All such work or installations performed by Tenant applicable thereto shall be done and performed by competent and qualified contractors or workman and all such work and installations shall be subject to the approval of the Building Inspector of the Village of Malone as required by Village and State Codes. Prior to Tenant's usage of the leased premises it shall be Tenant's obligation to secure all required certificates of compliance and occupancy necessary for Tenant's use of the leased premises for the purposes intended, including, but not limited to, all Sanitary Code Permits and Health Code requirements of the State of New York; copies of said certificates and permits shall be provided to Owner indicating full compliance with all applicable laws, codes, rules or regulations prior to any public use or occupancy of the leased premises.

(b) At and upon the termination of this agreement, Tenant agrees to be solely responsible for the removal of all temporary non-structural installations, if any, same to be removed in such fashion as to not result in any damage or destruction to the existing buildings and property. Any such damage or destruction shall be repaired to the satisfaction of Owner within five (5) business days of the date of termination, at Tenant's sole expense.

4. RENT:

(a) The Tenant shall pay for the term of 6/1/2020 - 5/31/2021 an initial monthly rent of \$73,821.00 (\$885,850 per annum) and a like monthly amount on the 1st day of each month hereafter, without the need for notice or demand, and all other sums that under any provisions of this Lease may become additional rent, at the times and in the manner provided for in this lease.

(b) The Tenant shall pay for the term 6/1/2021 - 5/31/2022 a monthly rent of \$75,312.00 (\$903,744 per annum) and a like monthly amount on the 1st day of each month thereafter, without the need for notice or demand, and all other sums that under any

provisions of this Lease may become additional rent, at the times and in the manner provided for in this lease.

(c) The Tenant shall pay for the term 6/1/2022 - 5/31/2023 a monthly rent of \$76,833.00 (\$922,000 per annum) and a like monthly amount on the 1st day of each month thereafter, without the need for notice or demand, and all other sums that under any provisions of this Lease may become additional rent, at the times and in the manner provided for in this lease.

(d) The Tenant shall pay for the term 6/1/2023 - 5/31/2024 a monthly rent of \$78,385.00 (\$940,624 per annum) and a like monthly amount on the 1st day of each month thereafter, without the need for notice or demand, and all other sums that under any provisions of this Lease may become additional rent, at the times and in the manner provided for in this lease.

(e) The Tenant shall pay for the term 6/1/2024 - 5/31/2025 a monthly rent of \$79,969.00 (\$959,625 per annum) and a like monthly amount on the 1st day of each month thereafter, without the need for notice or demand, and all other sums that under any provisions of this Lease may become additional rent, at the times and in the manner provided for in this lease.

(f) Both parties agree to review the annual rental rate and adjust such rate by mutual agreement on or before May 1st for the next succeeding annual rental rate term commencing June 1st of each year. If no adjustment is mutually agreed to by May 1st, the then stated annual rental rate applies to the next succeeding year.

5. OPTIONS TO RENEW:

(a) Owner grants to Tenant a first option to renew this Lease for a period of five (5) years after expiration of the term of this Lease, said term to commence on June 1, 2025 and expire on May 31, 2030. All other items, covenants and conditions of this Lease shall apply and be binding on the parties during the said renewal term, except for the amount of the annual rents, which rents in the first and future years of the term shall be as set forth by the parties at no less than the rate then prevailing at the time the first option was exercised, unless the parties otherwise mutually agree to a different rate.

(b) Owner grants to Tenant a second option to renew this Lease for a period of an additional five (5) years after expiration of the term of the first option term as provided by this Lease, said second option term to commence on June 1, 2030 and expire on May 31, 2035. All other items, covenants and conditions of this Lease shall apply and be binding on the parties during the said renewal term, except for the amount of the annual rents, which rents for the first and future years of the term shall be as set forth by the parties at no less than the rate then prevailing at the time the second option was exercised, unless the parties otherwise mutually agree to a different rent.

(c) Owner grants to Tenant a third option to renew this Lease for a period of five (5) years after expiration of the second option term as provided by this Lease, said third option term to commence on June 1, 2035 and expire on May 31, 2040. All other items, covenants and conditions of this Lease shall apply and be binding on the parties during the said renewal term, except for the amount of the annual rents, which rents for the first and future year's of the term, shall be as set forth by the parties at no less than the rate then prevailing at the time the third option was exercised, unless the parties otherwise mutually agree to a different rate.

(d) To exercise each of the renewal options, Tenant must give Owner written notification of the exercise of such right by either certified mail, return receipt requested, at the then office address of Owner or by personal delivery of such notification to the then representative of Owner no later than January 1st of the year each of the options must be exercised.

Tenant's option rights are subject to the following terms and conditions

1. No default shall exist in the performance of any term of this Lease during the term of this lease or in any of the previous years of the then previous option term years; and

2. Tenant shall have exercised its rights for renewal in compliance with the provisions of this Lease.

6. **PAST DUE RENT:** If Tenant fails to pay any rents or other charges characterized herein as additional rent within five (5) days after Tenant receives written notice regarding the unpaid amounts, the unpaid amounts shall bear interest from the due date thereof to the date of payment at Default Rate, and this interest shall be collectible as additional rent. As used in this Lease, the Default Rate shall mean an annual rate of interest in the amount of five percent (5%) per year.

7. **PAYMENT OF LESS THAN FULL AMOUNT:** Any payment by Tenant or acceptance by Owner of a lesser amount than shall be due from Tenant to Owner shall be treated as a payment on account. The acceptance by Owner of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such a check that the lesser amount is payment "in full", or some language to like effect, shall not constitute an accord and satisfaction and shall be given no effect, and Owner may accept such a check without prejudice to any other rights or remedies which Owner may have against Tenant.

8. **COVENANT TO INCLUDE LEASE IN BUDGET:** Tenant prepares and files with the State University of New York (the "State") and the Counties of Franklin and Essex (the "Counties") budgets of its operating expenditures for each fiscal year in accordance with Section 355 of the Education Law and NYCRR Title 8, Sections 602.1, 602.3 and 603.4, or applicable successor legislation and regulations. Tenant shall include in such budgets all

expenses (including all amounts due under its leases with the Foundation) which are eligible for reimbursement by the State and the Counties under applicable law. Tenant shall use its best efforts to obtain the approval of the State and the Counties to such budgets, and the appropriation of the full amounts required thereunder.

9. **NO TAX TO OWNER:** Nothing in this Lease shall require Owner to pay any capital stock, franchise, corporate loans, estate, inheritance, gift, succession, capital, levy or transfer tax of or levied or assessed against Tenant or its successor or assigns, or any income, sales, excess profits or revenue tax, or any other tax assessment, charge, or levy upon income accruing to Tenant generally, or measured by income accruing generally to Tenant.

10. **OWNER INSPECTIONS:** At all times during the term of this Lease, Owner shall, but is not obligated to, be permitted to enter upon and inspect the leased premises in order to ascertain that the leased premises are being properly maintained and kept in repair and good order by Tenant in accordance with the provisions of this agreement.

11. **TENANT MAINTENANCE:**

(a) Tenant will perform, at its sole cost and expense, all exterior and interior daily cleaning, window washing and usual custodial operations, maintain and repair all roofs, sidewalks and parking lots, provide all lawn and tree care, snow removal and ice control and sanding, shall timely dispose of all trash and garbage from the Tenant's operations on the premises, pay all fees and expenses for trash removal to the appropriate governmental waste disposal facility, replace all light bulbs, and provide and replace at its expense all other consumables such as toilet paper, soap and paper goods used by its expected and intended users of a college campus.

(b) In the event Tenant shall at any time during the term of this Lease fail to keep the leased premises in good condition and repair in accordance with the provisions of this Lease, the Owner may, on written notice to Tenant, require Tenant to do and perform such aforesaid work of maintenance and repair as may be necessary to place the leased premises in good condition and repair.

12. **CAUSALITY:** In the event either of the educational instructional buildings on the leased premises are destroyed by fire or other causality, or either is so partially destroyed or damaged so as to render it unfit for use for its intended purpose, or in case it is so badly damaged that it cannot be repaired within ninety (90) working days after a contract therefore is let, then this Lease shall, at the option of Owner, cease and terminate. Owner shall make its election to restore the building within thirty (30) days after the date of the damage or destruction, by written notice to the Tenant. In the absence of the issuance of a notice by Owner that it elects to restore the building, it shall be deemed that Owner has elected to terminate this lease. Upon termination, Tenant shall at once surrender all of the leased premises, and all of its interest in these premises to Owner, and this lease shall be deemed to have terminated. Upon termination the rent and all additional rent shall be apportioned as of the date of the casualty, and the term of this Lease shall be

deemed to have expired on the date of the damage or destruction.

In such event neither party shall have any further obligations to the other under this Lease, and the same shall be void and of no further force and effect. Tenant agrees it remains obligated to make payment for all then unpaid outstanding utility charges incurred by it in its use of the leased premises to the date of the casualty, and shall make payment of same no later than twenty (20) working days following the issuance of final invoices or accounts applicable thereto from the provider thereof.

13. **UTILITIES:** During the term of this Lease, Tenant shall, at its sole expense, provide for and make payment of all charges or assessments for electrical power, telephone services, hot water, heat, sewer rents and assessments, water rents and assessments, tank or bottled gas, air conditioning, refrigeration, T.V. and Internet cable, and for all other services and expenses required for servicing, using and maintaining the leased premises and all of the equipment located thereon or otherwise used in connection with Tenant's educational operations and related sponsored or allowed operations.

14. **INSURANCE:**

(a) Tenant shall procure, pay for and maintain during the term of this Lease, and any renewal term hereof, the following insurance coverages:

(1) Comprehensive general liability insurance, with product liability coverage for consumption of food and drink and with a contractual liability endorsement relating to this Lease and the leasing rights of these premises and its appurtenances, with a minimum single limit of \$1 million dollars per occurrence and \$5 million dollars aggregate;

(2) Fire and multi-peril special form insurance in an amount at least equal to the aggregate principal amount of the Franklin County IDA Bonds outstanding, but in no event less than the replacement value of all buildings, structures, personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements, contents and other items of property owned by the Owner and by the Tenant and/or by the Franklin County IDA by reason of the issuance of the Franklin County IDA Bonds and the Installment Sale Agreement between said parties and located on the leased premises for use in the operations of the leased premises.

(3) Plate glass insurance for the plate glass of all buildings on the leased premises;

(4) Earthquake and flood insurance.

(b) Tenant shall provide proof of such insurance to the Owner prior to the commencement of the term hereof, and whenever such insurance coverages are renewed and/or replaced and within ten (10) days from the date of notice whenever requested by written request from Owner to Tenant in accordance with section 23 hereof.

(c) Tenant shall cause the Owner to be named as a named additional insured on Tenant's fire and multi-peril insurance policy and its commercial general liability insurance policy during the term of this Lease and all extensions.

(d) Tenant shall cause the Essex County IDA to be named as a secured party or as an additional insured on the Tenant's fire and multi-peril insurance policy and its commercial general liability insurance policy during the term of this lease and all extensions, and shall cause the IDA to be named as loss payee.

(e) All insurance policies required to be carried by the Tenant under this Lease shall provide for cancellation of any policy on not less than ten (10) days prior written notice to the Owner and the Essex County IDA.

15. **TENANT DEFAULT:** If Tenant shall, at any time, fail to take out, pay for, maintain or deliver any of the insurance policies required under this Lease, or shall fail to make any other payment on its part to be made as provided in this Lease pertaining to utilities or rent, or shall fail or refuse to do and perform such work of maintenance and repair of the leased premises as required of it by the provisions of this Lease, then Owner, upon ten (10) days written notice to or demand upon Tenant, and without waiving or releasing Tenant from any obligations of Tenant in this Lease contained, may, but shall not be obligated to, effect any such insurance coverage and pay the premiums, make such other payments on the part of Tenant to be made as provided in this Lease, or cause such work of such maintenance and repair to be done and performed. All sums so paid by Owner, including all reasonable costs of doing and performing such work of maintenance and repair, and all necessary and incidental costs and expenses in connection with the performance of any such act by Owner, shall be deemed additional rent, and shall be payable to Owner on demand or, at the option of Owner, may be added to any basic rent then due or later to become due under this Lease, and Tenant will pay any such sum or sums upon such demand. Owner shall have, in addition to any other right or remedy of Owner, the same rights and remedies in the event of non-payment of these sums by Tenant as in the case of default by Tenant in the payment of the basic rent.

16. **TENANT USE:**

(a) Throughout the term of this Lease, Tenant shall use and maintain the leased premises included in this Lease only for purposes of a Community College and for related educational purposes and projects generally conducted on community college campuses, and for no other purpose. Tenant shall not use or permit to be used any part of the leased premises for any unlawful purpose or for any dangerous, obnoxious, or offensive trade or business, and shall not cause, suffer, permit or maintain any waste to or nuisance in, at, or on the leased premises.

(b) No change in colors or designs of the exterior of the premises or of

exterior signs, devices, flags, placards, poles, wires, aerials, antennas or fixtures shall be permitted on the leased premises or on the building structure, free standing, painted or otherwise, without the prior written approval and permits of the Village authorities and the prior written consent of the Owner. No signage advertising or depicting smoking materials or alcoholic beverages shall be allowed on any portion of the leased premises.

17. **ASSIGNMENTS**: Throughout the term of this Lease and any extensions, except for assignment of this Lease or conveyance of title to the premises to the Franklin County IDA by Owner, which assignment or transfer shall not require the consent or approval of Tenant, without the prior consent of the designated representative of Owner, Tenant shall not be permitted or authorized to sublease, assign or otherwise transfer, in whole or in part, any portion of said leased premises for the use, occupancy or enjoyment by any other person or entity not a party to this Lease without the prior written consent of Owner, which consent shall not be unreasonably withheld. The parties hereto confirm that for financing purposes it is expected that this Lease and the rights herein provided or ownership rights may be assigned or transferred as security for such financing to the Franklin County IDA.

18. **NO LIENS**: During the term of this Lease, Tenant shall not suffer or permit any mechanic's or materialmen's lien to be filed against the ownership interests of Owner in the leased premises, or against Tenant's leasehold interest in the leased premises, and nothing contained in this lease shall be deemed or construed in any way as constituting the consent or request of Owner, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alterations, or repair of or to the leased premises or any part of those premises.

19. **TERMINATION** : Upon termination of this Lease for any reason Tenant shall surrender to Owner the leased premises, together with all permanent improvements, alterations, additions, repairs and replacements made during the Lease term in good order, condition and repair, except for reasonable wear and tear. Said premises shall be broom clean at the time of termination and all signage of Tenant, if any, shall be removed by and at Tenant's expense, without any damage to any portion of the leased premises caused by such removal.

20. **RECORDS OF TENANT**: Tenant covenants to keep accurate records and books of account in accordance with generally accepted accounting principles consistently applied and Section 335 of Education Law and NYCRR Title 8, Section 602.1(a), (b) and (c), or applicable successor legislation and regulations. Tenant shall have its financial statements examined annually by independent certified public accountants. For so long as any Franklin County IDA Bonds are outstanding, Tenant will provide Owner, the Trustee, any Interested Bondholder and, if requested, the Issuer with

(a) a copy of its annual audited financial statements within 180 days of the

close of each fiscal year; and

(b) annual budgets, and any amendments to such budgets, in each case within thirty (30) days after approval thereof by Tenant's Board of Trustees.

For purposes of this Section 20, the term "Interested Bondholder" means the holder of \$1,000,000 or more in aggregate principal amount of the Franklin County IDA Bonds and any other Bondholder who shall have filed a written request with the Trustee to receive copies of reports hereunder.

21. **NO BROKER:** Both parties agree that there has been no broker in the negotiations or effectuation of this Lease.

22. **NOTICE TO TENANT OF DEFAULT AND WAIVER OF CLAIMS AGAINST OWNER:**

(a) If Tenant shall make default (1) in the payment of the basic rent, or (2) in the payment of any item of utilities, insurance, repairs, maintenance, approved repairs, alterations, additions, improvements, modifications or renovations or of any of the terms, conditions, agreements or covenants of this Lease, Owner shall give Tenant written notice of any such default; if at the expiration of ten (10) days after the giving of such notice the default upon which the notice was based shall continue to exist, Owner may immediately or at any later time, re-enter the leased premises and remove Tenant, its agents, employees, or other persons, and any property, by any legal means available to it, and Owner shall be entitled to the benefit of all provisions of the laws of the State of New York, and such other laws as may then be available for the speedy recovery of lands and tenements held over by Tenant. Any such reentry by Owner shall be without prejudice to any remedies that may otherwise be available to Owner under this Lease.

(b) No termination of this Lease, nor taking or recovering possession of the premises as above provided, shall deprive Owner of any other rights or action against Tenant for possession, for rent, or for damages, nor shall any action for rent or damages prevent Owner from proceeding to recover possession pursuant to the provisions of this Lease. In no case shall any omission by Owner to enforce any forfeitures, or to exercise any other remedy belonging to Owner, or to require a strict performance of all of the terms of this Lease be deemed or taken to be a waiver by Owner of a right to enforce a forfeiture or pursue any other remedy or remedies given here or allowed by law, or to have the right to have and expect a strict performance of all of the covenants of this Lease by Tenant. The consent or approval of Owner given in any instance with respect to the same or any other similar or dissimilar matter in any other instance shall not be deemed to be consent or approval for any subsequent occasion. In addition to the other remedies in this Lease, and as provided by law, Owner shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions, or provisions of this Lease.

(c) Tenant hereby waives any and all claims against Owner for damages to the buildings or property or any equipment or other property of Tenant or of any of its employees, users or guests located and/or stored in the building structures on the leased premises caused or arising at any time and in any manner. Tenant's sole and exclusive remedy for damages in the event of any damage or destruction to such items of personal property or equipment shall be any insurance policy proceeds as Tenant, in its sole discretion, elects to secure at Tenant's sole expense.

Except as otherwise provided herein with reference to property required for operation of the buildings and structures of Owner on the property, Owner waives any and all claims to any insurance proceeds regarding Tenant's personal property or equipment.

23. **NOTICE TO PARTIES:** Notice to either party shall be deemed sufficient if in writing and sent by certified mail, return receipt requested, to the persons at the addresses hereinafter stated, or to such other persons or addresses as may be subsequently designated in writing; said persons now designated as the representatives of the parties are:

Tenant: North Country Community College
Attn: Joseph Keegan, President, or
successor in title
23 Santanoni Avenue, P. O. Box 89
Saranac Lake, New York 12983-0089

Owner: North Country Community College Foundation, Inc.
Attn: John Dowd, President, or successor in title
P.O. Box 89
Saranac Lake, New York 12983-0089

24. **CONDITIONS AT TERMINATION:** As required in other provisions of this Lease, upon expiration or termination of this Lease, Tenant shall leave the leased premises "broom clean" and in the same condition as when accepted, reasonable wear and tear and the elements excepted; if the premises are not returned in such condition, or are not replaced or repaired by Tenant at the time of termination or expiration, reasonable charges for repairs, replacement and/or cleaning may be charged upon completion of such repairs, replacements or cleaning. Tenant hereby agrees to pay all amounts incurred for such repairs, replacement or cleaning within ten (10) days following Owner's written demand to Tenant for such payment.

25. **TENANT'S PERMITS AND LICENSES:** Tenant shall secure and maintain at its sole expense any and all licenses, permits, or authorizations required by any local, state or federal laws, rules or regulations, with respect to the uses of the leased premises, and Tenant shall also comply with all laws, rules and regulations of any and all State and municipal governments and agencies concerning such uses, if any.

26. **AS IS CONDITION:** Tenant has had possession and use of the premises

under a previous lease and has had the right to inspect the premises and the equipment therein, is familiar with same based upon said prior use and inspection, and Tenant's acceptance and execution of this Lease is conclusive evidence of Tenant's concession that the premises, the equipment and the structures located thereon are suitable for the use intended by Tenant in their "as is" condition.

Any fixtures and equipment installed prior to or during the terms of this Lease by and at the expense of Owner shall be and remains the sole property of Owner. All fixtures permanently attached or built into and upon the premises or structures located thereon by Tenant during the term of this Lease shall be and become the property of Owner at the time of installation, and shall remain on the property upon the termination of this Lease.

27. **INDEMNIFICATION OF OWNER:** Tenant agrees to defend, indemnify and hold Owner free and harmless against any and all claims, damages, suits or causes of action for damages, and any orders, decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person or property, or for loss of life sustained in or upon the leased premises, or from any act or failure to act by Owner or Tenant in violation of this Lease, or by reason of the sale, giving away or providing of food, drink, merchandise or services by Tenant to third parties, or by any of Tenant's permitted users, sub lessees or guests, including claims based upon products liability or Dram Shop violations, and for all claims of any act or failure to act pertaining to Tenant's performance of its duties under this Lease. Notwithstanding the monetary limits of the general liability insurance policy provided by Tenant for the protection of Owner under this Lease, Tenant agrees it shall also fully indemnify, defend and save harmless the Owner from and against all claims, suits, liabilities, damages, penalties or judgments, including reasonable attorneys fees and expenses of Owner, arising from injury to person or property, including death, sustained by anyone in or upon the premises resulting from any acts or omissions of Tenant, or Tenant's agents, officers, employees, contractors, sublessee's clients, staff, faculty, students or any other persons upon the leased premises in connection with Tenant's or their permitted endeavors or operations.

28. **FORCE MAJEURE:** Owner shall not be liable for the failure to perform any of its obligations hereunder, or for damage or loss to Tenant, if such failure, damage or loss is caused by act of God, acts of municipal, State or Federal governments, fire or other casualty such as war, disaster, riots, strikes or other similar circumstances, or cause beyond the reasonable control of Owner.

29. **TRASH AND EXTERMINATION:** Tenant shall be responsible for the proper and adequate storage of any trash or garbage resulting from Tenant's or its users use and operation of the leased premises and shall be responsible for its timely removal off the premises. If the leased premises be or becomes infested with vermin, Tenant, at its sole expense, shall cause the property to be exterminated from time to time to the satisfaction of Owner, and shall employ and pay such extermination company as may be approved by

Owner's representative.

30. **QUIET POSSESSION:** Upon payment by the Tenant of the rents herein provided for, and upon the observance and performance of all of the agreements, covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the leased premises for the term without hindrance or interruption by Owner.

31. **GOVERNING LAW AND VENUE:** This Lease shall be construed in accordance with the law of the State of New York. Any lawsuits related to any disputes involving this Lease Agreement shall be venued and prosecuted in the State Supreme Court of New York State in Franklin County only.

32. **PARTIES RELATIONSHIP:** It is understood and agreed by the parties hereto that nothing contained in this agreement is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint ventures between the parties, or as constituting either party as the agent, representative or employee of the other party, for any purpose or in any manner. Tenant is and remains an independent contractor with respect to all services and obligations provided or performed under this Lease.

33. **NO INCREASE OF RISKS:** Tenant agrees not to use the leased premises in any manner that will increase risks covered by insurance on the premises occupied by Tenant under this Lease so as to increase the rate of insurance or to cause cancellation of any insurance policy covering said structure. Tenant agrees to comply with all reasonable requirements of all insurers necessary to keep in force the fire and other insurance covering the property and the buildings of Owner utilized by Tenant under this Lease.

34. **SUBORDINATION:** This Lease and any extension thereof as may be provided for herein are subject and subordinate to the Installment Sale Agreement, the Franklin County IDA Bonds, and any Additional Bonds issued on a parity with the Franklin County IDA Bonds, and all future mortgages and trust deeds pertaining thereto affecting the premises, if any.

35. **ENTIRE AGREEMENT:** This Lease sets forth all of the covenants, promises, agreements, conditions and understandings between Tenant and Owner; there are no covenants, promises, agreements, conditions or understandings, oral or written, between them, other than as set forth herein. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Owner or Tenant unless reduced to a writing and signed by the party to be charged

36. **MISCELLANEOUS:**

- (a) This Lease shall bind, and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.
- (b) If any covenant, condition or provision of this Lease, or the application thereof to any person or circumstance, shall be held to be invalid, or unenforceable, then in each such event the remainder of this Lease or the application of such covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by the law.
- (c) Captions are inserted in the Lease only as a matter of convenience and for reference and in no way define, limit or describe the scope of intent of this Lease or in any way affect this Lease.
- (d) The parties shall execute and deliver all documents, provide all information and take or forbear all such action as may be necessary or appropriate to achieve the purpose of this Lease.
- (e) Each party hereby severally represents that it has been duly authorized to execute, deliver and perform this Lease through its officers or agents signing on its behalf.
- (f) This Lease shall be strictly construed against neither Owner nor Tenant; each provision hereof shall be deemed both a covenant and a condition running with the land; except as otherwise expressly provided in this Lease and its exhibits and other attachments, the singular included the plural and the plural includes the singular; "or" is not exclusive; a reference to an agreement or other contract includes supplements and amendments thereto to the extent permitted by this Lease; a reference to the laws includes any amendment or supplement to such laws; a reference to a person includes its permitted successors and assigns; accounting provisions have the meanings assigned to them by generally accepted accounting principles applied on a consistent basis; the words "such as", "include", "includes" and "including" are not limiting; except as specifically agreed upon in this Lease, any right may be exercised at any time and from time to time and all obligations are continuing obligations throughout the term of this Lease and in calculating any time period, the first day shall be excluded and the last day shall be included and all days are calendar days unless otherwise specified.
- (g) It is specifically understood and agreed that wherever in this Lease

Owner's consent or approval is required, the same will not be arbitrarily withheld, delayed or conditioned.

(h) When several counterparts of this Lease have been executed, all counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Lease the date and year first above written.

OWNER:

NORTH COUNTRY COMMUNITY
COLLEGE FOUNDATION, INC.

By: _____
John Dowd, President

TENANT:

NORTH COUNTRY COMMUNITY
COLLEGE

By: _____
Joseph Keegan, President

STATE OF NEW YORK)
) ss.:
COUNTY OF ESSEX)

On the ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State, personally appeared JOHN DOWD, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF ESSEX)

On the ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State, personally appeared JOSEPH KEEGAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

NORTHEAST INVESTORS TITLE INSURANCE COMPANY

A Stock Company

P.O. Drawer 2687

Chapel Hill, North Carolina 27515-2687

Commitment No. 200000187EN

SCHEDULE "A"

PARCEL #1

ALL THAT TRACT, PIECE OR PARCEL OF LAND, TOGETHER WITH THE BUILDINGS AND IMPROVEMENTS THEREON, SITUATE, LYING, AND BEING IN GREAT LOT 50, TOWNSHIP 6, GREAT TRACT ONE, MACOMB'S PURCHASE, TOWN & VILLAGE OF MALONE, COUNTY OF FRANKLIN, AND STATE OF NEW YORK, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE MONUMENT FOUND MARKING THE NORTHEAST CORNER OF LOT 64 AS DELINEATED ON FILED MAP NO. 346 IN THE FRANKLIN COUNTY CLERK'S OFFICE ENTITLED "REVISED MAP - VILLAGE MILLS AND ADJOINING PROPERTY OF A.B. PARMELEE & SON, MALONE, NY" ; THENCE

1) S 81° 03' 50" W 93.47' ALONG THE NORTHERLY BOUNDS OF SAID LOT 64, TO AN IRON PIN SET (1993) MARKING THE NORTHWEST CORNER THEREOF AND THE SOUTHEAST CORNER OF LOT 59 1/2 AS DELINEATED ON SAID MAP; THENCE

2) N 06° 57' 15" W 152.72" , ALONG THE EASTERLY BOUNDS OF LOT 59 1/2 AND 59 AS DELINEATED ON SAID MAP, TO A STONE MONUMENT FOUND MARKING THE NORTHEAST CORNER OF LOT 59; THENCE

3) N 81° 04' 05" E 23', MORE OR LESS, IN AN EASTERLY CONTINUATION OF THE NORTHERLY BOUNDS OF SAID LOT 59, TO A POINT ON THE SOUTHERLY SHORELINE OF THE SALMON RIVER, SAID COURSE PASSING OVER AN IRON PIN SET (1993) 20' FROM SAID STONE MONUMENT; THENCE

4) NORTHWESTERLY 251', MORE OR LESS, ALONG SAID SHORELINE, TO A POINT IN THE EASTERLY BOUNDS OF WILLOW STREET, THENCE

5) N 06° 31' 05" W 64', MORE OR LESS, ALONG SAID STREET BOUNDS, TO A POINT ON THE NORTHERLY SHORELINE OF SAID RIVER; THENCE

6) SOUTHEASTERLY, 781', MORE OR LESS, ALONG SAID SHORELINE AND THE SHORELINE OF THE MILL RACE, TO A POINT MARKING THE SOUTHWEST CORNER OF LANDS

NORTHEAST INVESTORS TITLE INSURANCE COMPANY

A Stock Company

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Chapel Hill, North Carolina 27515-2687

Commitment No. 200000187EN

CONVEYED TO BALLARD MILL DEVELOPMENT CORPORATION BY DEED RECORDED IN THE FRANKLIN COUNTY CLERK'S OFFICE IN LIBER 551 AT PAGE 327; THENCE

7) N 44° 35' 50" E 393', MORE OR LESS, ALONG THE SOUTHERLY BOUNDS OF SAID BALLARD MILL DEVELOPMENT CORPORATION, TO A POINT IN THE WESTERLY BOUNDS OF WILLOW STREET, SAID COURSE PASSING OVER AN IRON PIN SET 385.78' FROM SAID STREET BOUNDS; THENCE

8) SOUTHERLY, ALONG SAID STREET BOUNDS, THE FOLLOWING COURSES AND DISTANCES:

A) S 07° 58' 10" E 121.60' TO A POINT; THENCE

B) S 42° 42' 35" E 360.36' TO AN IRON PIN SET (1993) IN THE SOUTHERLY BOUNDS OF

LANDS CONVEYED TO BELLOWS TOWER HYDRO, INC. BY DEED RECORDED IN THE

FRANKLIN COUNTY CLERK'S OFFICE IN LIBER 605. PAGE 157;

THENCE

9) S 65° 31' 35" W, ALONG THE SOUTHERLY BOUNDS OF LANDS OF SAID BELLOWS TOWER HYDRO, INC. , THE FOLLOWING:

A) 235.72 ' TO AN IRON PIN SET; THENCE

B) 16', MORE OR LESS, TO A POINT ON THE NORTHERLY SHORELINE OF THE MILL

POND ON THE SALMON RIVER; THENCE

10) NORTHWESTERLY 212', MORE OR LESS, ALONG SAID SHORELINE AT THE HIGH WATER MARK, TO A POINT BEING IN THE SOUTHERLY CONTINUATION OF THE WESTERLY WALL OF BALLARD MILL; THENCE

11) N 44° 56' 50" W 30', MORE OR LESS, ALONG SAID WESTERLY WALL, TO A POINT MARKING THE INTERSECTION OF SAID WALL WITH THE EASTERLY CONTINUATION OF THE SOUTHERLY WALL OF THE THEATER BUILDING; THENCE

12) S 45° 43' 50" W 80.94', ALONG SAID EASTERLY CONTINUATION OF SAID THEATER WALL AND SAID THEATER WALL, TO A CORNER OF SAID THEATER; THENCE

13) NORTHERLY, ALONG THE WESTERLY WALL OF SAID THEATER, THE FOLLOWING:

A) N 43° 43' 45" W 11.93' TO A POINT; THENCE

B) S 46° 38' 10" W 15.32' TO A POINT; THENCE

C) N 44° 53' 00" W 25.42' TO A POINT; THENCE

D) S 44° 36' 35" W 8.51' TO A POINT; THENCE

E) N 45° 43' 20" W 101.09", ALONG SAID WALL AND THE NORTHERLY CONTINUATION OF

SAID WALL, TO AN IRON PIN SET; THENCE

14) S 58° 24' 05" W 325.55' TO AN IRON PIN SET IN THE EASTERLY BOUNDS OF

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SAID LOT 64; THENCE

15) N 06° 31' 05" W 110.53', ALONG THE WESTERLY BOUNDS OF SAID LOT 64, TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 7.10 ACRES OF LAND, MORE OR LESS, AS SURVEYED BY DANA L. DRAKE, LS, DECEMBER 1, 1999.

PARCEL 2

ALL THAT TRACT, PIECE OR PARCEL OF LAND, TOGETHER WITH THE BUILDINGS AND IMPROVEMENTS THEREON, SITUATE, LYING, AND BEING IN GREAT LOT 50, TOWNSHIP 6, GREAT TRACT ONE, MACOMB'S PURCHASE, TOWN & VILLAGE OF MALONE, COUNTY OF FRANKLIN AND STATE OF NEW YORK, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" REBAR SET WITH A CAP STAMPED "GEOMATICS LAND SURVEYING, PC" ON THE WEST BOUNDS OF WILLIAM STREET, AND AT THE SOUTHWEST CORNER OF LOT 7 OF LOTS SHOWN ON A MAP TITLED "VILLAGE MILLS AND ADJOINING PROPERTY OF A. B. PARMALEE & SON, MALONE, NY", SAID MAP IS FILED IN THE FRANKLIN COUNTY CLERK'S OFFICE AS MAP NO. 346 & 347; THENCE

- 1) SOUTH 7° 40' 00" WEST ALONG THE WEST BOUNDS OF SAID WILLIAMS STREET 47.44 FEET TO A 5/8" REBAR SET WITH SAID CAP AT THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED IN A DEED TO NORTH COUNTRY COMMUNITY COLLEGE, INC., RECORDED IN LIBER 739 OF DEEDS AT PAGE 324 IN THE FRANKLIN COUNTY CLERK'S OFFICE; THENCE THE FOLLOWING TWO COURSES ALONG THE NORTHERLY AND EASTERLY LINES OF SAID PROPERTY DESCRIBED IN LIBER 739 AT PAGE 324
- 2) SOUTH 60° 19' 00" WEST 385.90 FEET TO A 5/8" REBAR FOUND WITH A CAP STAMPED "DANA L. DRAKE, LS" AND CONTINUING ON THE SAME COURSE APPROXIMATELY 9 FEET TO THE EAST BANK OF THE "MILL RACE"; THENCE
- 3) NORTHWESTERLY ALONG THE EAST BANK OF SAID "MILL RACE" APPROXIMATELY 247 FEET TO A POINT ON THE SOUTH LINE OF PROPERTY DESCRIBED IN A DEED TO GREGORY AND CAROLE LITTEL, AND RECORDED IN LIBER 480 OF DEEDS AT PAGE 712, IN THE FRANKLIN COUNTY CLERK'S OFFICE; THENCE
- 4) NORTH 60° 19' 00" EAST APPROXIMATELY SIX FEET TO A 5/8" REBAR SET WITH SAID "GEOMATICS" CAP, SAID REBAR BEING LOCATED NORTH 28° 15' 15" WEST 245.99 FEET FROM THE REBAR AFOREMENTIONED IN COURSE NO. 2), AND CONTINUING ON THE SAME COURSE ALONG THE SOUTH LINE OF SAID PROPERTY DESCRIBED IN LIBER 480 AT PAGE 712 AND AN EXTENSION THEREOF AN ADDITIONAL DISTANCE OF 392.00 FEET TO A 2" SOIL PIPE FOUND ON THE WEST LINE OF LOT 5 OF SAID A. B. PARMALEE & SON LOTS; THENCE THE FOLLOWING COURSE ALONG THE BOUNDARIES OF LOTS 5, 6, AND 7

NORTHEAST INVESTORS TITLE INSURANCE COMPANY

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Commitment No. 200000187EN

OF SAID A. B. PARMALEE & SON LOTS

5) SOUTH 7° 40' 00" WEST 155.00 FEET TO A 5/8" REBAR SET WITH SAID CAP AT THE SOUTHWEST CORNER OF SAID LOT NO. 7; THENCE

6) SOUTH 80° 00' 05" EAST 132.53 FEET TO THE POINT AND PLACE OF BEGINNING. CONTAINING 1.94 ACRES OF LAND, MORE OR LESS, WITHIN THE ABOVE DESCRIBED BOUNDS, AS SURVEYED BY GEOMATICS LAND SURVEYING, PC, SEPT. 15, 2000. BEARINGS ARE BASED ON MAGNETIC NORTH REFERENCED IN PREVIOUS DEEDS.

LAW OFFICE OF
JAMES M. BROOKS
72 OLYMPIC DRIVE
LAKE PLACID, NEW YORK 12946

518-523-1555
+FAX: 518-523-4486

+ NOT FOR SERVICE OF PAPERS

+EMAIL: jamesmbrooks@CentralNY.TWCBC.com

February 11, 2020

Via Email Only:

NCCC Foundation
Attn: Diana Fortune, Director
Hodson Hall, Room 202
23 Santanoni Avenue
Saranac Lake, NY 12983

Re: Ticonderoga Campus Lease
2020 - 2025

Dear Diana:

Enclosed find proposed 2020-2025 lease to the College by the Foundation. The terms that were in the 2015-2020 lease remained the same except for the rent provisions for these first 5 years and for the rent provisions for the option renewal years. I discuss paragraphs 4 and 5 in more detail below.

Our previous lease with the College did not specifically provide for rent changes each year of the 5 year lease. They could negotiate a change each year, but had to agree on the new amount by May 1st or is stayed the same. Your chart showing inflation effects and the desired future rents for those years up to 2025 are now expressly set forth at 4(a) to (e). I enclose a copy of your chart where you will observe that I took the proposed annual rents, divided by 12 and have the monthly amount as stated. If I overlooked something, please advise and we can revise. You and the Board should note that for each year you again both can change the next year's rent by agreement of the two Boards by May 1st of each year, but if no agreement the increased stated annual rent applies.

I did not make your chart or the data about the inflation part of the lease. If you provide the State or our Sponsors with too much detail, you might create more questions than required. I would keep the chart at hand in case any one of them ask for details. Share it with the College Board of Trustees.

The renewal options provisions also needed revisions because the rentals for the base term

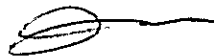
increase under this lease. In effect, as now provided, by May of 2025 when this first 5 year term ends the first year rent for the first option year (2025-26) will be no less than the 6/1/24 - 5/31/25 year's rent, unless the two sides agree to adjust it in a writing signed by both sides. The following second and third 5 year option terms see the same provisions and the higher rental as the previous year's rental, so the Foundation's rent is always at the highest when starting the 3 option terms unless the Boards agree to a different rate. The Boards should note that for each option term they will need to negotiate and agree on the amount for each year of that option's 5 year term. For example, for the 2025-26 first year of the first option that year's rent for the year would be \$715,226 and it remains that for the next four (4) years unless both Boards agree to a different rent for 26-27, 27-28, etc.

I made an addition at 14(b) by adding that your Board can always get proof of the insurance in effect by a written demand at any time, the older version being too limited. I also took out the specific references to the 2005 IDA bonding by deleting the year so the latest and any future IDA bonding is covered.

At §23 the names of the signers and persons for notice are changed.

I copy President Keegan so he can review and comment if he be advised, assuming you will share this with your Board and proceed. If the Board wants further revisions or additions, please advise.

Yours very truly,



James M. Brooks
College Attorney

JMB:kam
Enclosures
cc: Joe Keegan, President NCCC

US Inflation Rate 2015-19

2.02%

Assumed US Inflation Rate Average 2020-25 **2.02%**

	Malone		Ticonderoga	
2019-20 - Current				
Square Footage	35,000		18,000	
Cost/Sq. Ft.	\$ 23.36		\$ 33.86	
Annual Rent Expense	\$ 817,600		\$ 609,480	
2020-25 - Proposed Steps with Inflation				
		Change		Change
6/1/2020 - 5/31/2021	\$ 885,850	\$ 68,250	\$ 660,240	\$ 50,760
6/1/2021 - 5/31/2022	\$ 903,744	\$ 17,894	\$ 673,577	\$ 13,337
6/1/2022 - 5/31/2023	\$ 922,000	\$ 18,256	\$ 687,183	\$ 13,606
6/1/2023 - 5/31/2024	\$ 940,624	\$ 18,624	\$ 701,064	\$ 13,881
6/1/2024 - 5/31/2025	\$ 959,625	\$ 19,001	\$ 715,226	\$ 14,161
6/1/2020 - 5/31/2021 Cost /Sq. Ft.	\$ 25.31	\$ 1.95	\$ 36.68	\$ 2.82
6/1/2021 - 5/31/2022 Cost /Sq. Ft.	\$ 25.82	\$ 0.51	\$ 37.42	\$ 0.74
6/1/2022 - 5/31/2023 Cost /Sq. Ft.	\$ 26.34	\$ 0.52	\$ 38.18	\$ 0.76
6/1/2023 - 5/31/2024 Cost /Sq. Ft.	\$ 26.87	\$ 0.53	\$ 38.95	\$ 0.77
6/1/2024 - 5/31/2025 Cost /Sq. Ft.	\$ 27.42	\$ 0.54	\$ 39.73	\$ 0.79

55020 per month
56131
57265
58432
59602

LEASE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2020, between

NORTH COUNTRY COMMUNITY COLLEGE FOUNDATION, INC., a not-for-profit corporation organized under the laws of the State of New York with a Post Office address of P.O. Box 89, Saranac Lake, New York, 12983-0089 (hereinafter referred to as "Owner"),

and

NORTH COUNTRY COMMUNITY COLLEGE, a community college duly organized and existing under the laws of the State of New York, with its principal place of business at 23 Santanoni Avenue, Saranac Lake, New York, 12983 (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Tenant is desirous of extending the lease of the premises located at Ticonderoga, New York, owned by the Owner, said building and its fixtures being hereinafter referred to as "the Building", and the surrounding adjoining land being "the Property", and both being "the Premises"; and

WHEREAS, Tenant desires to obtain such Lease of said building and property (the premises), for the purpose of operating a Community College with all its usual sponsored instructional programs to provide such educational programs to the general public and under the authority allowed by the Education Law of the State of New York; and

WHEREAS, Owner beneficially owns the building and the property and desires to extend the Lease to Tenant for the purposes above stated, conditioned upon compliance with the terms and conditions herein set forth,

NOW, THEREFORE, the parties hereto do hereby agree, for the consideration and mutual promises and covenants herein recited, as follows:

1. LEASED PREMISES

(a) Commencing June 1, 2020, Owner does hereby rent and lease to the Tenant, and the Tenant does hereby rent and lease from the Owner, 18,000 square feet of gross floor area square footage of space consisting of the building located thereon and designated as the Ticonderoga Branch Campus of the North Country Community College, Essex County, New York, and the surrounding Real Property constituting the College Campus, constituting the premises , as described on Schedule "A".

(b) Tenant accepts the leased Building and the Property in their "as is" condition, and Tenant agrees to surrender such in the same condition, with all improvements, alterations, additions and improvements thereto during the terms of this Lease and its extensions, reasonable wear and tear by use excepted, at and upon the termination of this agreement.

(c) Tenant and Owner agree that effective June 1, 2020 all prior Leases by them with respect to the premises are hereby terminated and superseded by this Lease.

2. **TERM OF LEASE:** The term of this Lease shall commence as of June 1, 2020 and terminate on May 31, 2025, at midnight, or until termination in accordance with other provisions of this Lease.

Prior to any termination of this lease the parties agree that the party intending to initiate the termination process shall provide the other party with six months advance written notice setting forth (1) the intention to initiate the right of termination under the terms of this Agreement, (2) the particular term of this lease under which the initiating party claims a right to terminate, specifying the number and section of the Lease Agreement, (3) the facts and conduct on which the initiating party relies to support any claim of a right to terminate, (4) the conduct or process the initiating party claims will resolve the issues and eliminate the desire and need for any such termination process and (5) the date for the proposed termination. Said notice shall be given in accordance with the provisions of paragraph 23 of this Agreement. Upon receipt of such notice by the other party, designated representatives of both parties shall, within 5 business days thereafter, meet and discuss the stated facts and conduct and shall endeavor, in good faith, to resolve the claimed issues by agreement. In the event of a proposed resolution by agreement by said representatives, the two representatives shall set forth the proposed terms and conditions in writing and shall execute the proposed resolution agreement as the intentions of the two representatives only. Following execution of said proposed resolution agreement, each representative shall present such proposal to his Board within 30 business days following the execution of the proposed resolution agreement by said representatives. The respective Board of Trustees/Directors of the parties hereto shall review and decide by majority vote of such Board if the proposed terms and conditions presented by the proposed resolution agreement are acceptable. If acceptable by the majority vote of the respective Boards of each party, the terms and conditions shall be memorialized by a written amendment to this Lease Agreement. In such event the notice initiating this termination process shall be deemed terminated and will be of no further force and effect.

In the event the parties are unable to resolve all disputes after full compliance with the above provisions, no later than 60 days prior to the proposed date of termination set forth in the initialing notice as provided by (5) above, both Boards shall meet in a joint meeting at the main office of the College in an effort to finally resolve any disputes. If agreement be reached by a majority vote of each Board, the terms and conditions agreed to shall be memorialized by a written amendment to become part of this Lease Agreement. In such event the notice initialing this termination process shall be deemed terminated and

will be of no further force and effect.

If agreement cannot be reached, the parties agree to seek the assistance and counsel of the sponsors of the College in resolving any disputes or issues, to the end that this Lease Agreement shall remain in force and effect for the term therein provided, and for the reasonable anticipated extensions of said Lease Agreement into the foreseeable future.

3. IMPROVEMENTS AND REPAIRS:

(a) All repairs, alterations, additions, improvements and modifications to the premises undertaken by Tenant shall be at Tenant's sole cost and expense, shall only be undertaken by Tenant following its submission of plans, specifications and details to the satisfaction of and in compliance with the requirements of Owner and of the Zoning and Building laws, rules and regulations of the Town of Ticonderoga and of the State of New York. Tenant shall be required to make application for and obtain all necessary building or occupancy permits required by the Town of Ticonderoga or State of New York. All such work or installations performed by Tenant applicable thereto shall be done and performed by competent and qualified contractors or workman and all such work and installations shall be subject to the approval of the Building Inspector of the Town of Ticonderoga as required by Town and State Codes. Prior to Tenant's usage of the leased premises it shall be Tenant's obligation to secure all required certificates of compliance and occupancy necessary for Tenant's use of the leased premises for the purposes intended, including, but not limited to, all Sanitary Code Permits and Health Code requirements of the State of New York; copies of said certificates and permits shall be provided to Owner indicating full compliance with all applicable laws, codes, rules or regulations prior to any public use or occupancy of the leased premises.

(b) At and upon the termination of this agreement, Tenant agrees to be solely responsible for the removal of all temporary non-structural installations, if any, same to be removed in such fashion as to not result in any damage or destruction to the existing building and property. Any such damage or destruction shall be repaired to the satisfaction of Owner within five (5) business days of the date of termination, at Tenant's sole expense.

4. RENT:

(a) The tenant shall pay for the term 6/1/2020 - 5/31/2021 an initial monthly rent of \$55,020.00 (\$660,240 per annum) and a like monthly amount on the 1st day of each month hereafter, without the need for notice or demand, and all other sums that under any provisions of this Lease may become additional rent, at the times and in the manner provided for in this lease.

(b) The Tenant shall pay for the term 6/1/2021 - 5/31/2022 a monthly rent of \$56,131.00 (\$673,577 per annum) and a like monthly amount on the 1st day of each month thereafter, without the need for notice or demand, and all other sums that under any

provisions of this Lease may become additional rent, at the times and in the manner provided for in this lease.

(c) The Tenant shall pay for the term 6/1/2022 - 5/31/2023 a monthly rent of \$57,265.00 (\$687,183 per annum) and a like monthly amount on the 1st day of each month thereafter, without the need for notice or demand, and all other sums that under any provisions of this Lease may become additional rent, at the times and in the manner provided for in this lease.

(d) The Tenant shall pay for the term 6/1/2023 - 5/31/2024 a monthly rent of \$58,422.00 (\$701,064 per annum) and a like monthly amount on the 1st day of each month thereafter, without the need for notice or demand, and all other sums that under any provisions of this Lease may become additional rent, at the times and in the manner provided for in this lease.

(e) The Tenant shall pay for the term 6/1/2024 - 5/31/2025 a monthly rent of \$59,602.00 (\$715,226 per annum) and a like monthly amount on the 1st day of each month thereafter, without the need for notice or demand, and all other sums that under any provisions of this Lease may become additional rent, at the times and in the manner provided for in this lease.

(f) Both parties agree to review the annual rental rate and adjust such rate by mutual agreement on or before May 1st for the next succeeding annual rental rate term commencing June 1st of each year. If no adjustment is mutually agreed to by May 1st, the then stated annual rental rate applies to the next succeeding year.

5. OPTIONS TO RENEW:

(a) Owner grants to Tenant a first option to renew this Lease for a period of five (5) years after expiration of the term of this Lease, said term to commence on June 1, 2025 and expire on May 31, 2030. All other items, covenants and conditions of this Lease shall apply and be binding on the parties during the said renewal term, except for the amount of the annual rents, which rents in the first and future years of the term shall be as set forth by the parties at no less than the rate then prevailing at the time the first option was exercised, unless the parties otherwise mutually agree to a different rate.

(b) Owner grants to Tenant a second option to renew this Lease for a period of an additional five (5) years after expiration of the term of the first option term as provided by this Lease, said second option term to commence on June 1, 2030 and expire on May 31, 2035. All other items, covenants and conditions of this Lease shall apply and be binding on the parties during the said renewal term, except for the amount of the annual rents, which rents for the first and future years of the term shall be as set forth by the parties at no less than the rate then prevailing at the time the second option was exercised, unless the parties otherwise mutually agree to a different rent.

(c) Owner grants to Tenant a third option to renew this Lease for a period of five (5) years after expiration of the second option term as provided by this Lease, said third option term to commence on June 1, 2035 and expire on May 31, 2040. All other items, covenants and conditions of this Lease shall apply and be binding on the parties during the said renewal term, except for the amount of the annual rents, which rents for the first and future year's of the term, shall be as set forth by the parties at no less than the rate then prevailing at the time the third option was exercised, unless the parties otherwise mutually agree to a different rate.

(d) To exercise each of the renewal options, Tenant must give Owner written notification of the exercise of such right by either certified mail, return receipt requested, at the then office address of Owner or by personal delivery of such notification to the then representative of Owner no later than January 1st of the year each of the options must be exercised.

Tenant's option rights are subject to the following terms and conditions

1. No default shall exist in the performance of any term of this Lease during the term of this lease or in any of the previous years of the then previous option term years; and

2. Tenant shall have exercised its rights for renewal in compliance with the provisions of this Lease.

6. **PAST DUE RENT:** If Tenant fails to pay any rents or other charges characterized herein as additional rent within five (5) days after Tenant receives written notice regarding the unpaid amounts, the unpaid amounts shall bear interest from the due date thereof to the date of payment at Default Rate, and this interest shall be collectible as additional rent. As used in this Lease, the Default Rate shall mean an annual rate of interest in the amount of five percent (5%) per year.

7. **PAYMENT OF LESS THAN FULL AMOUNT:** Any payment by Tenant or acceptance by Owner of a lesser amount than shall be due from Tenant to Owner shall be treated as a payment on account. The acceptance by Owner of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such a check that the lesser amount is payment "in full", or some language to like effect, shall not constitute an accord and satisfaction and shall be given no effect, and Owner may accept such a check without prejudice to any other rights or remedies which Owner may have against Tenant.

8. **COVENANT TO INCLUDE LEASE IN BUDGET:** Tenant prepares and files with the State University of New York (the "State") and the Counties of Franklin and Essex (the "Counties") budgets of its operating expenditures for each fiscal year in accordance with Section 355 of the Education Law and NYCRR Title 8, Sections 602.1, 602.3 and 603.4, or applicable successor legislation and regulations. Tenant shall include in such budgets all expenses (including all amounts due under its leases with the Foundation)

which are eligible for reimbursement by the State and the Counties under applicable law. Tenant shall use its best efforts to obtain the approval of the State and the Counties to such budgets, and the appropriation of the full amounts required thereunder.

9. **NO TAX TO OWNER:** Nothing in this Lease shall require Owner to pay any capital stock, franchise, corporate loans, estate, inheritance, gift, succession, capital, levy or transfer tax of or levied or assessed against Tenant or its successor or assigns, or any income, sales, excess profits or revenue tax, or any other tax assessment, charge, or levy upon income accruing to Tenant generally, or measured by income accruing generally to Tenant.

10. **OWNER INSPECTIONS:** At all times during the term of this Lease, Owner shall, but is not obligated to, be permitted to enter upon and inspect the leased premises in order to ascertain that the leased premises are being properly maintained and kept in repair and good order by Tenant in accordance with the provisions of this agreement.

11. **TENANT MAINTENANCE:**

(a) Tenant will perform, at its sole cost and expense, all exterior and interior daily cleaning, window washing and usual custodial operations, maintain and repair all roofs, sidewalks and parking lots, provide all lawn and tree care, snow removal and ice control and sanding, shall timely dispose of all trash and garbage from the Tenant's operations on the premises, pay all fees and expenses for trash removal to the appropriate governmental waste disposal facility, replace all light bulbs, and provide and replace at its expense all other consumables such as toilet paper, soap and paper goods used by its expected and intended users of a college campus.

(b) In the event Tenant shall at any time during the term of this Lease fail to keep the leased premises in good condition and repair in accordance with the provisions of this Lease, the Owner may, on written notice to Tenant, require Tenant to do and perform such aforesaid work of maintenance and repair as may be necessary to place the leased premises in good condition and repair.

12. **CAUSALITY:** In the event the educational instructional building on the leased premises is destroyed by fire or other causality, or is so partially destroyed or damaged so as to render it unfit for use for its intended purpose, or in case it is so badly damaged that it cannot be repaired within ninety (90) working days after a contract therefore is let, then this Lease shall, at the option of Owner, cease and terminate. Owner shall make its election to restore the building within thirty (30) days after the date of the damage or destruction, by written notice to the Tenant. In the absence of the issuance of a notice by Owner that it elects to restore the building, it shall be deemed that Owner has elected to terminate this lease. Upon termination, Tenant shall at once surrender the leased premises, and all of its interest in the premises to Owner, and this lease shall be deemed to have terminated. Upon termination the rent and all additional rent shall be apportioned as of the date of the casualty, and the term of this Lease shall be deemed to have expired on the date of the damage or destruction.

In such event neither party shall have any further obligations to the other under this Lease, and the same shall be void and of no further force and effect. Tenant agrees it remains obligated to make payment for all then unpaid outstanding utility charges incurred by it in its use of the leased premises to the date of the casualty, and shall make payment of same no later than twenty (20) working days following the issuance of final invoices or accounts applicable thereto from the provider thereof.

13. **UTILITIES:** During the term of this Lease, Tenant shall, at its sole expense, provide for and make payment of all charges or assessments for electrical power, telephone services, hot water, heat, sewer rents and assessments, water rents and assessments, tank or bottled gas, air conditioning, refrigeration, T.V. and Internet cable, and for all other services and expenses required for servicing, using and maintaining the leased premises and all of the equipment located thereon or otherwise used in connection with Tenant's educational operations and related sponsored or allowed operations.

14. **INSURANCE:**

(a) Tenant shall procure, pay for and maintain during the term of this Lease, and any renewal term hereof, the following insurance coverages:

(1) Comprehensive general liability insurance, with product liability coverage for consumption of food and drink and with a contractual liability endorsement relating to this Lease and the leasing rights of these premises and its appurtenances, with a minimum single limit of \$1 million dollars per occurrence and \$5 million dollars aggregate;

(2) Fire and multi-peril special form insurance in an amount at least equal to the aggregate principal amount of all Essex County IDA Bonds outstanding, but in no event less than the replacement value of all building, structures, personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements, contents and other items of property owned by the Owner and by the Tenant and/or by the Essex County IDA by reason of the issuance of the prevailing Essex County IDA Bonds and the Installment Sale Agreement between said parties and located on the leased premises for use in the operations of the leased premises.

(3) Plate glass insurance for the plate glass of the building on the leased premises;

(4) Earthquake and flood insurance.

(b) Tenant shall provide proof of such insurance to the Owner prior to the commencement of the term hereof, and whenever such insurance coverages are renewed and/or replaced and within ten (10) days from the date of notice whenever requested by written request from Owner to Tenant in accordance with section 23 hereof.

(c) Tenant shall cause the Owner to be named as a named additional

insured on Tenant's fire and multi-peril insurance policy and its commercial general liability insurance policy during the term of this Lease and all extensions.

(d) Tenant shall cause the Essex County IDA to be named as a secured party or as an additional insured on the Tenant's fire and multi-peril insurance policy and its commercial general liability insurance policy during the term of this lease and all extensions, and shall cause the IDA to be named as loss payee.

(e) All insurance policies required to be carried by the Tenant under this Lease shall provide for cancellation of any policy on not less than ten (10) days prior written notice to the Owner and the Essex County IDA.

15. **TENANT DEFAULT:** If Tenant shall, at any time, fail to take out, pay for, maintain or deliver any of the insurance policies required under this Lease, or shall fail to make any other payment on its part to be made as provided in this Lease pertaining to utilities or rent, or shall fail or refuse to do and perform such work of maintenance and repair of the leased premises as required of it by the provisions of this Lease, then Owner, upon ten (10) days written notice to or demand upon Tenant, and without waiving or releasing Tenant from any obligations of Tenant in this Lease contained, may, but shall not be obligated to, effect any such insurance coverage and pay the premiums, make such other payments on the part of Tenant to be made as provided in this Lease, or cause such work of such maintenance and repair to be done and performed. All sums so paid by Owner, including all reasonable costs of doing and performing such work of maintenance and repair, and all necessary and incidental costs and expenses in connection with the performance of any such act by Owner, shall be deemed additional rent, and shall be payable to Owner on demand or, at the option of Owner, may be added to any basic rent then due or later to become due under this Lease, and Tenant will pay any such sum or sums upon such demand. Owner shall have, in addition to any other right or remedy of Owner, the same rights and remedies in the event of non-payment of these sums by Tenant as in the case of default by Tenant in the payment of the basic rent.

16. **TENANT USE:**

(a) Throughout the term of this Lease, Tenant shall use and maintain the leased premises included in this Lease only for purposes of a Community College and for related educational purposes and projects generally conducted on community college campuses, and for no other purpose. Tenant shall not use or permit to be used any part of the leased premises for any unlawful purpose or for any dangerous, obnoxious, or offensive trade or business, and shall not cause, suffer, permit or maintain any waste to or nuisance in, at, or on the leased premises.

(b) No change in colors or designs of the exterior of the premises or of exterior signs, devices, flags, placards, poles, wires, aerials, antennas or fixtures shall be permitted on the leased premises or on the building structure, free standing, painted or

otherwise, without the prior written approval and permits of the Town authorities and the prior written consent of the Owner. No signage advertising or depicting smoking materials or alcoholic beverages shall be allowed on any portion of the leased premises.

17. **ASSIGNMENTS**: Throughout the term of this Lease and any extensions, except for assignment of this Lease or conveyance of title to the premises to the Essex County IDA by Owner, which assignment or transfer shall not require the consent or approval of Tenant, without the prior consent of the designated representative of Owner, Tenant shall not be permitted or authorized to sublease, assign or otherwise transfer, in whole or in part, any portion of said leased premises for the use, occupancy or enjoyment by any other person or entity not a party to this Lease without the prior written consent of Owner, which consent shall not be unreasonably withheld. The parties hereto confirm that for financing purposes it is expected that this Lease and the rights herein provided or ownership rights may be assigned or transferred as security for such financing to the Essex County IDA.

18. **NO LIENS**: During the term of this Lease, Tenant shall not suffer or permit any mechanic's or materialmen's lien to be filed against the ownership interests of Owner in the leased premises, or against Tenant's leasehold interest in the leased premises, and nothing contained in this lease shall be deemed or construed in any way as constituting the consent or request of Owner, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alterations, or repair of or to the leased premises or any part of those premises.

19. **TERMINATION** : Upon termination of this Lease for any reason Tenant shall surrender to Owner the leased premises, together with all permanent improvements, alterations, additions, repairs and replacements made during the Lease term in good order, condition and repair, except for reasonable wear and tear. Said premises shall be broom clean at the time of termination and all signage of Tenant, if any, shall be removed by and at Tenant's expense, without any damage to any portion of the leased premises caused by such removal.

20. **RECORDS OF TENANT**: Tenant covenants to keep accurate records and books of account in accordance with generally accepted accounting principles consistently applied and Section 335 of Education Law and NYCRR Title 8, Section 602.1(a), (b) and (c), or applicable successor legislation and regulations. Tenant shall have its financial statements examined annually by independent certified public accountants. For so long as any Essex County IDA Bonds are outstanding, Tenant will provide Owner, the Trustee, any Interested Bondholder and, if requested, the Issuer with

(a) a copy of its annual audited financial statements within 180 days of the close of each fiscal year; and

(b) annual budgets, and any amendments to such budgets, in each case within thirty (30) days after approval thereof by Tenant's Board of Trustees.

For purposes of this Section 20, the term "Interested Bondholder" means the holder of \$1,000,000 or more in aggregate principal amount of the Essex County IDA Bonds and any other Bondholder who shall have filed a written request with the Trustee to receive copies of reports hereunder.

21. **NO BROKER;** Both parties agree that there has been no broker in the negotiations or effectuation of this Lease.

22. **NOTICE TO TENANT OF DEFAULT AND WAIVER OF CLAIMS AGAINST OWNER:**

(a) If Tenant shall make default (1) in the payment of the basic rent, or (2) in the payment of any item of utilities, insurance, repairs, maintenance, approved repairs, alterations, additions, improvements, modifications or renovations or of any of the terms, conditions, agreements or covenants of this Lease, Owner shall give Tenant written notice of any such default; if at the expiration of ten (10) days after the giving of such notice the default upon which the notice was based shall continue to exist, Owner may immediately or at any later time, re-enter the leased premises and remove Tenant, its agents, employees, or other persons, and any property, by any legal means available to it, and Owner shall be entitled to the benefit of all provisions of the laws of the State of New York, and such other laws as may then be available for the speedy recovery of lands and tenements held over by Tenant. Any such reentry by Owner shall be without prejudice to any remedies that may otherwise be available to Owner under this Lease.

(b) No termination of this Lease, nor taking or recovering possession of the premises as above provided, shall deprive Owner of any other rights or action against Tenant for possession, for rent, or for damages, nor shall any action for rent or damages prevent Owner from proceeding to recover possession pursuant to the provisions of this Lease. In no case shall any omission by Owner to enforce any forfeitures, or to exercise any other remedy belonging to Owner, or to require a strict performance of all of the terms of this Lease be deemed or taken to be a waiver by Owner of a right to enforce a forfeiture or pursue any other remedy or remedies given here or allowed by law, or to have the right to have and expect a strict performance of all of the covenants of this Lease by Tenant. The consent or approval of Owner given in any instance with respect to the same or any other similar or dissimilar matter in any other instance shall not be deemed to be consent or approval for any subsequent occasion. In addition to the other remedies in this Lease, and as provided by law, Owner shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions, or provisions of this Lease.

(c) Tenant hereby waives any and all claims against Owner for damages to the building or property or any equipment or other property of Tenant or of any of its

employees, users or guests located and/or stored in the building structure on the leased premises caused or arising at any time and in any manner. Tenant's sole and exclusive remedy for damages in the event of any damage or destruction to such items of personal property or equipment shall be any insurance policy proceeds as Tenant, in its sole discretion, elects to secure at Tenant's sole expense.

Except as otherwise provided herein with reference to property required for operation of the building and structure of Owner on the property, Owner waives any and all claims to any insurance proceeds regarding Tenant's personal property or equipment.

23. NOTICE TO PARTIES: Notice to either party shall be deemed sufficient if in writing and sent by certified mail, return receipt requested, to the persons at the addresses hereinafter stated, or to such other persons or addresses as may be subsequently designated in writing; said persons now designated as the representatives of the parties are:

Tenant: North Country Community College
Attn: Joseph Keegan, President, or
successor in title
23 Santanoni Avenue, P. O. Box 89
Saranac Lake, New York 12983-0089

Owner: North Country Community College Foundation, Inc.
Attn: John Dowd, President, or successor in title
P.O. Box 89
Saranac Lake, NY 12983

24. CONDITIONS AT TERMINATION: As required in other provisions of this Lease, upon expiration or termination of this Lease, Tenant shall leave the leased premises "broom clean" and in the same condition as when accepted, reasonable wear and tear and the elements excepted; if the premises are not returned in such condition, or are not replaced or repaired by Tenant at the time of termination or expiration, reasonable charges for repairs, replacement and/or cleaning may be charged upon completion of such repairs, replacements or cleaning. Tenant hereby agrees to pay all amounts incurred for such repairs, replacement or cleaning within ten (10) days following Owner's written demand to Tenant for such payment.

25. TENANT'S PERMITS AND LICENSES: Tenant shall secure and maintain at its sole expense any and all licenses, permits, or authorizations required by any local, state or federal laws, rules or regulations, with respect to the uses of the leased premises, and Tenant shall also comply with all laws, rules and regulations of any and all State and municipal governments and agencies concerning such uses, if any.

26. AS IS CONDITION: Tenant has had possession and use of the premises under a previous lease and has had the right to inspect the premises and the equipment therein, is familiar with same based upon said prior use and inspection, and Tenant's

acceptance and execution of this Lease is conclusive evidence of Tenant's concession that the premises, the equipment and the structures located thereon are suitable for the use intended by Tenant in their "as is" condition.

Any fixtures and equipment installed prior to or during the terms of this Lease by and at the expense of Owner shall be and remains the sole property of Owner. All fixtures permanently attached or built into and upon the premises or structures located thereon by Tenant during the term of this Lease shall be and become the property of Owner at the time of installation, and shall remain on the property upon the termination of this Lease.

27. **INDEMNIFICATION OF OWNER:** Tenant agrees to defend, indemnify and hold Owner free and harmless against any and all claims, damages, suits or causes of action for damages, and any orders, decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person or property, or for loss of life sustained in or upon the leased premises, or from any act or failure to act by Owner or Tenant in violation of this Lease, or by reason of the sale, giving away or providing of food, drink, merchandise or services by Tenant to third parties, or by any of Tenant's permitted users, sub lessees or guests, including claims based upon products liability or Dram Shop violations, and for all claims of any act or failure to act pertaining to Tenant's performance of its duties under this Lease. Notwithstanding the monetary limits of the general liability insurance policy provided by Tenant for the protection of Owner under this Lease, Tenant agrees it shall also fully indemnify, defend and save harmless the Owner from and against all claims, suits, liabilities, damages, penalties or judgments, including reasonable attorneys fees and expenses of Owner, arising from injury to person or property, including death, sustained by anyone in or upon the premises resulting from any acts or omissions of Tenant, or Tenant's agents, officers, employees, contractors, sublessee's clients, staff, faculty, students or any other persons upon the leased premises in connection with Tenant's or their permitted endeavors or operations.

28. **FORCE MAJEURE:** Owner shall not be liable for the failure to perform any of its obligations hereunder, or for damage or loss to Tenant, if such failure, damage or loss is caused by act of God, acts of municipal, State or Federal governments, fire or other casualty such as war, disaster, riots, strikes or other similar circumstances, or cause beyond the reasonable control of Owner.

29. **TRASH AND EXTERMINATION:** Tenant shall be responsible for the proper and adequate storage of any trash or garbage resulting from Tenant's or its users use and operation of the leased premises and shall be responsible for its timely removal off the premises. If the leased premises be or becomes infested with vermin, Tenant, at its sole expense, shall cause the property to be exterminated from time to time to the satisfaction of Owner, and shall employ and pay such extermination company as may be approved by Owner's representative.

30. **QUIET POSSESSION:** Upon payment by the Tenant of the rents herein provided for, and upon the observance and performance of all of the agreements, covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the leased premises for the term without hindrance or interruption by Owner.

31. **GOVERNING LAW AND VENUE:** This Lease shall be construed in accordance with the law of the State of New York. Any lawsuits related to any disputes involving this Lease Agreement shall be venued and prosecuted in the State Supreme Court of New York State in Essex County only.

32. **PARTIES RELATIONSHIP:** It is understood and agreed by the parties hereto that nothing contained in this agreement is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint ventures between the parties, or as constituting either party as the agent, representative or employee of the other party, for any purpose or in any manner. Tenant is and remains an independent contractor with respect to all services and obligations provided or performed under this Lease.

33. **NO INCREASE OF RISKS:** Tenant agrees not to use the leased premises in any manner that will increase risks covered by insurance on the premises occupied by Tenant under this Lease so as to increase the rate of insurance or to cause cancellation of any insurance policy covering said structure. Tenant agrees to comply with all reasonable requirements of all insurers necessary to keep in force the fire and other insurance covering the property and the building of Owner utilized by Tenant under this Lease.

34. **SUBORDINATION:** This Lease and any extension thereof as may be provided for herein are subject and subordinate to the Installment Sale Agreement, the Essex County IDA Bonds, and any Additional Bonds issued on a parity with the Essex County IDA Bonds, and all future mortgages and trust deeds pertaining thereto affecting the premises, if any.

35. **ENTIRE AGREEMENT:** This Lease sets forth all of the covenants, promises, agreements, conditions and understandings between Tenant and Owner; there are no covenants, promises, agreements, conditions or understandings, oral or written, between them, other than as set forth herein. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Owner or Tenant unless reduced to a writing and signed by the party to be charged

36. **MISCELLANEOUS:**

(a) This Lease shall bind, and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

- (b) If any covenant, condition or provision of this Lease, or the application thereof to any person or circumstance, shall be held to be invalid, or unenforceable, then in each such event the remainder of this Lease or the application of such covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by the law.
- (c) Captions are inserted in the Lease only as a matter of convenience and for reference and in no way define, limit or describe the scope of intent of this Lease or in any way affect this Lease.
- (d) The parties shall execute and deliver all documents, provide all information and take or forbear all such action as may be necessary or appropriate to achieve the purpose of this Lease.
- (e) Each party hereby severally represents that it has been duly authorized to execute, deliver and perform this Lease through its officers or agents signing on its behalf.
- (f) This Lease shall be strictly construed against neither Owner nor Tenant; each provision hereof shall be deemed both a covenant and a condition running with the land; except as otherwise expressly provided in this Lease and its exhibits and other attachments, the singular included the plural and the plural includes the singular; "or" is not exclusive; a reference to an agreement or other contract includes supplements and amendments thereto to the extent permitted by this Lease; a reference to the laws includes any amendment or supplement to such laws; a reference to a person includes its permitted successors and assigns; accounting provisions have the meanings assigned to them by generally accepted accounting principles applied on a consistent basis; the words "such as", "include", "includes" and "including" are not limiting; except as specifically agreed upon in this Lease, any right may be exercised at any time and from time to time and all obligations are continuing obligations throughout the term of this Lease and in calculating any time period, the first day shall be excluded and the last day shall be included and all days are calendar days unless otherwise specified.
- (g) It is specifically understood and agreed that wherever in this Lease Owner's consent or approval is required, the same will not be arbitrarily withheld, delayed or conditioned.

(h) When several counterparts of this Lease have been executed, all counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Lease the date and year first above written.

OWNER:
NORTH COUNTRY COMMUNITY
COLLEGE FOUNDATION, INC.

By: _____
John Dowd, President

TENANT:
NORTH COUNTRY COMMUNITY
COLLEGE

By: _____
Joseph Keegan, President

STATE OF NEW YORK)
) ss.:
COUNTY OF ESSEX)

On the ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State, personally appeared JOHN DOWD, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF ESSEX)

On the ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State, personally appeared JOSEPH KEEGAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

PORTION OF
PARKVIEW TERRACE
(TOTAL AREA = 6.843± ACRES, TICONDEROGA, N.Y.)

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND SITUATE in the Town of Ticonderoga, County of Essex, State of New York lying between the easterly line of Champlain Avenue and the westerly line of Cannonball Path and being further bounded and described as follows:

Parcel No. 1:

Beginning at the point of intersection of the easterly line of Champlain Avenue with the common division line of lands now or formerly Reale to the south and the parcel of land herein being described to the north;

Thence from said point of beginning along said easterly line, North 25 deg. 41 min. 50 sec. East, 102.15 feet to the point of intersection of said easterly line with the southerly line of Cannonball Path as dedicated to The Town of Ticonderoga in Book 1101 of Deeds at Page 292, Parcel No. 3;

Thence along the southerly and southwesterly lines of Cannonball Path as dedicated to The Town of Ticonderoga the following three (3) courses and distances:

- 1) Along a curve to the right having an arc length of 41.02 feet to a point of tangency, said curve having a radius of 25.00 feet and a chord length of North 72 deg. 42 min. 00 sec. East, 36.57 feet;
- 2) South 60 deg. 18 min. 05 sec. East, 173.45 feet to a point of curvature;
- 3) Along a curve to the right an arc length of 222.68 feet to a point, said curve having a radius of 225.00 feet and a chord length of South 31 deg. 57 min. 00 sec. East, 213.70 feet;

Thence and along the southerly line of the parcel of land herein being described, North 64 deg. 23 min. 50 sec. West, 20.30 feet to a point being the northeast corner of lands now or formerly of Reale;

Schedule "A"

Thence along the common division line of said lands of Reale to the south and the parcel of land herein being described to the north, North 64 deg. 23 min. 50 sec. West, 360.00 feet to the point or place of beginning containing 0.882± acres of land.

Parcel No. 2:

Commencing at the point of intersection of the easterly line of Champlain Avenue with the northerly line of Cannonball Path dedicated to The Town of Ticonderoga in Book 1101 of Deeds at Page 292, Parcel No. 3;

Thence from said Point of Commencement along the northerly line of Cannonball Path as dedicated to The Town of Ticonderoga as it fronts lands now or formerly of the Depot parcel the following two (2) courses and distances:

- 1) Along a curve to the left an arc length of 22.51 feet to a point of tangency, said curve having a radius of 15.00 feet and a chord length of South 17 deg. 18 min. 00 sec. East, 20.46 feet;
- 2) South 60 deg. 18 min. 05 sec. East, 189.77 feet to the Point of Beginning of the hereinafter described parcel of land;

Thence from said Point of Beginning along the southerly line of said Depot parcel, South 60 deg. 18 min. 05 sec. East, 25.00 feet to a point being the southeasterly corner of said Depot parcel;

Thence along the easterly line of said Depot parcel, North 24 deg. 51 min. 10 sec. East, 34.74 feet to a point being the southwesterly corner of Depot Street;

Thence along the southerly and easterly lines of Depot Street the following two (2) courses and distances:

- 1) South 65 deg. 08 min. 50 sec. East, 39.23 feet to a point;
- 2) North 24 deg. 51 min. 10 sec. East, 47.94 feet to a point;

Thence along the common division line of lands now or formerly of The Village of Ticonderoga to the north and the parcel of land herein being described to the south the following seven (7) courses and distances:

- 1) South 65 deg. 08 min. 50 sec. East, 39.42 feet to a point;

- 2) South 26 deg. 51 min. 10 sec. West, 15.75 feet to a point;
- 3) South 17 deg. 08 min. 50 sec. East, 8.00 feet to a point;
- 4) South 60 deg. 33 min. 50 sec. East, 21.30 feet to a point;
- 5) North 67 deg. 48 min. 50 sec. West, 26.00 feet to a point;
- 6) South 24 deg. 51 min. 10 sec. West, 18.00 feet to a point;
- 7) South 69 deg. 21 min. 30 sec. East, 322.56 feet to a point in the westerly line of Montcalm Street;

Thence along said westerly line and the southerly line of Montcalm Street the following four (4) courses and distances:

- 1) South 09 deg. 18 min. 20 sec. West, 11.92 feet to a point;
- 2) South 79 deg. 34 min. 55 sec. East, 382.92 feet to a point;
- 3) South 78 deg. 05 min. 50 sec. East, 34.28 feet to a point;
- 4) South 85 deg. 46 min. 10 sec. East, 11.65 feet to a point of cusp at the intersection of said southerly line with the westerly line of Cannonball Path as dedicated to The Town of Ticonderoga in Book 1101 of Deeds at Page 292, Parcel No. 3;

Thence along said westerly line of Cannonball Path as dedicated to The Town of Ticonderoga the following the following four (4) courses and distances:

- 1) Along a curve to the right an arc length of 20.31 feet to a point of tangency, said curve having a radius of 25.00 feet and a chord length of South 20 deg. 16 min. 20 sec. East, 19.76 feet;
- 2) South 03 deg. 00 min. 00 sec. West, 36.86 feet to a point of curvature;
- 3) Along a curve to the right an arc length of 290.38 feet to a point of reverse curvature, said curve having a radius of 275.00 feet and a chord length of South 33 deg. 15 min. 00 sec. West, 277.08 feet;
- 4) Along a curve to the left an arc length of 230.88 feet to the point of intersection of said westerly line of Cannonball Path as dedicated to The Town of Ticonderoga in Book 1101 of Deeds at Page 292, Parcel No. 3 with the northeasterly line of Hawkeye Trail as dedicated to The Town of Ticonderoga in Book 1101 of Deeds at Page 292, Parcel No. 1, said curve having a radius of 725.00 feet and a chord length of South 54 deg. 22 min. 40 sec. West, 229.91 feet;

Thence along said northeasterly line of Hawkeye Trail as dedicated to The Town of Ticonderoga the following four (4) courses and distances:

- 1) Along a curve to the right an arc length of 38.72 feet to a point of tangency, said curve having a radius 25.00 feet and a chord length of South 89 deg. 37 min. 40 sec. West, 34.97 feet;
- 2) North 46 deg. 00 min. 00 sec. West, 198.61 feet to a point;
- 3) North 42 deg. 30 min. 05 sec. West, 251.21 feet to a point of curvature;
- 4) Along a curve to the right an arc length of 22.71 feet to a point of reverse curvature at the point of intersection of said northeasterly line of Hawkeye Trail as dedicated to The Town of Ticonderoga in Book 1101 of Deeds at Page 292, Parcel No.1 with the easterly line of Cannonball Path as dedicated to The Town of Ticonderoga in Book 1101 of Deeds at Page 292, Parcel No. 3, said curve having a radius of 25.00 feet and a chord length of North 16 deg. 28 min. 30 sec. West, 21.94 feet;

Thence along the easterly and the northerly lines of Cannonball Path as dedicated to The Town of Ticonderoga along a curve to the left having a radius of 275.00 feet and a chord length of North 25 deg. 22 min. 30 sec. West, 314.90 feet and an arc length of 335.28 feet to the point or place of beginning containing 5.961± acres of land.

The above described Parcel Nos. 1 and 2 consisting of a total area of 6.843± acres of land.

Said parcel made subject to any and all enforceable covenants, conditions, easements and restrictions of record.

Excepting therefrom the following two parcels of land conveyed and released from the above acreage and ownership rights of North Country Community College:

1. that certain +/- 0.043 acre vacant parcel conveyed by gift to The Ticonderoga Emergency Squad, Inc. in 2012; and
2. that certain +/- 0.88 acre vacant parcel conveyed by gift to The Town of Ticonderoga, Inc. in 2013.

**NORTH COUNTRY COMMUNITY COLLEGE
RESOLUTION**

WHEREAS the Human Resources Director has recommended the adoption of the Employee Handbook to President's Council,

WHEREAS President's Council recommends the adoption of the Employee Handbook to Senate,

WHEREAS Senate recommends the adoption of the Employee Handbook to the Board of Trustees,

WHEREAS the President concurs with this recommendation.

NOW, THEREFORE, BE IT

RESOLVED that the North Country Community College Board of Trustees hereby approves the adoption of the Employee Handbook.

2019/20

MOTION:

ACTION:

Yeas:

Nays:

Abstentions:

DATE:



SARANAC LAKE | MALONE | TICONDEROGA

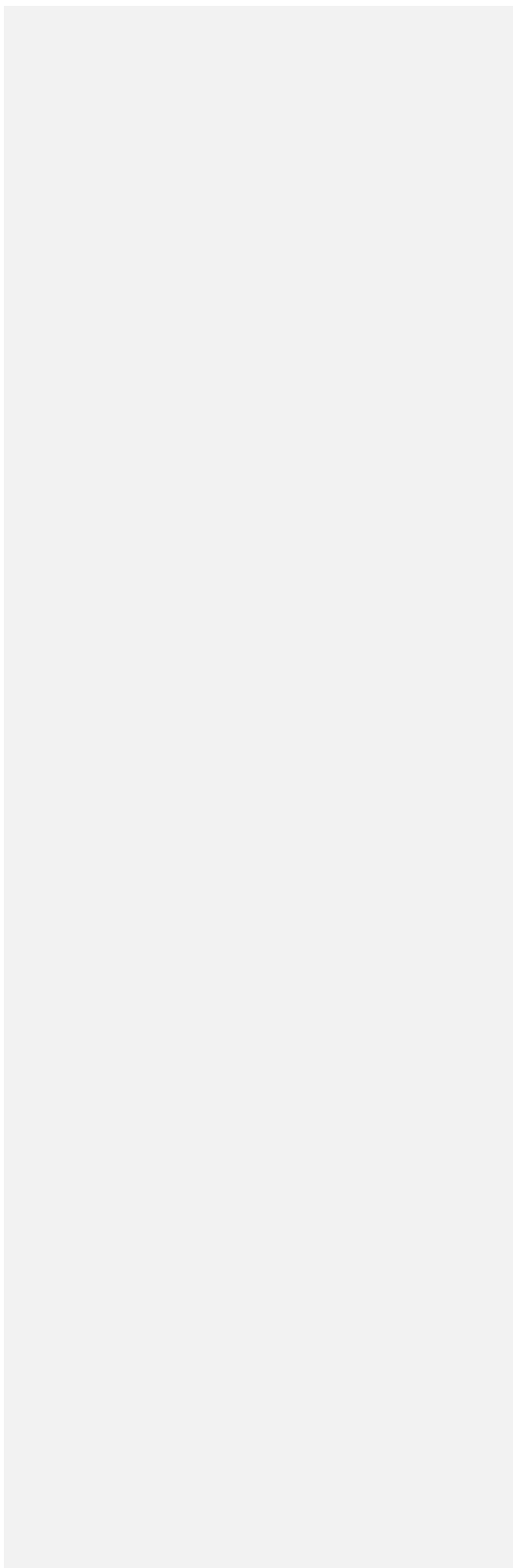
EMPLOYEE HANDBOOK
2019-2020

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**WELCOME TO NORTH COUNTRY COMMUNITY
COLLEGE**

On behalf of all us, welcome to North Country Community College, the College of Essex and Franklin County! We are pleased that you are part of the North Country family and hope you will find your work here meaningful and fulfilling.

As an institution of higher education, we are driven by our mission and are proud of the quality educational programming we offer. You will find that we are committed to help our students achieve their goals. When you become a member of the North Country Community College community, you will discover that we are committed to your success as well and here to assist you.

You join a dedicated team of professionals that bring their talents and expertise to help our students succeed, our communities thrive, and our mission be realized. As employees of North Country, we are guided by our values and operate with integrity. As employees, we work to be accountable to our students and deliver on the promises we make to serve students as they strive toward their personal, professional and educational goals. This includes being visible with our own colleagues, with our students, and within the community at large.

We are pleased to provide you with this handbook that summarizes some, but not all, of our policies, practices, and benefits. Please read it carefully and retain it for future reference. While this handbook has been prepared as a general source of information about your employment with North Country Community College, obviously not all of your questions can be answered here. If you have questions, or suggestions, please speak with your Supervisor, your Human Resources Representative, or with me.

Due to the demands of our Community College within the SUNY system and the rapid change of government regulations, we must reserve the right to modify, change, remove, replace, or implement benefits, policies or procedures at any time. This handbook should be considered a set of guidelines and should not be regarded as a “contract” or guarantee of any kind. We will make every attempt to keep you advised and updated about any changes that affect you.

Our people make the difference and are our greatest strength. We have high standards of performance, personal capabilities and most importantly, a strong positive relationship with our fellow colleagues and students. With all that in mind, I am certain that our future will be bright.

Welcome to the North Country family!

Joe Keegan
President
North Country Community College

ABOUT OUR COLLEGE

Our History

North Country Community College was founded in 1967, by the citizens of Essex County and Franklin County of New York. As part of the State University of New York (SUNY), we are one of thirty community colleges across New York State. Our main campus is in Saranac Lake, NY, and we have branch campuses in Malone, NY, and Ticonderoga, NY. Our mission is, and has always been, to provide the highest quality public, post-secondary education to area residents, as well as those outside the region, who desire to live, learn and grow in a unique educational setting. We wear the mantle of being "The College of Essex County & Franklin County" proudly.

Each year, students enroll at North Country from across New York, New England and other states across the U.S., as well as countries around the world, to receive a progressive and individualized education in the heart of the Adirondack Mountains. As the only public college within the Adirondack Park, students benefit from attendance at the State University of New York's most unique college.

North Country maintains a strong reputation for a progressive academic curriculum that is anchored in the liberal arts tradition. Our academic programs and certificates are ideal for those students who plan on attaining a 2 or 4-year degree, as well as those seeking a career change.

Now in our 52nd year, we have been going through a bit of a renaissance, harkening back to our roots as a college focused on *community*, both our internal community as well as those external communities that we serve. In 2019, our campus community reframed our mission and vision and helped define the values that matter most to us. In many ways, these remain true to those that inspired our founding, and will, we trust, continue to guide us and serve us in good stead in the future.

Our Mission

North Country Community College provides open access to high quality academic programs that prepare students for transfer and career success. The College contributes significantly to the enrichment of our communities by cultivating an educated citizenry, a skilled workforce, and opportunities for lifelong learning.

Our Vision

North Country Community College will provide opportunities for growth and success for our students and community. We are committed to educational experiences that build on the unique environment of the Adirondacks and our institutional values, while nurturing the academic and personal achievement of individuals with diverse backgrounds and aspirations.

Our Values

1. Academic Rigor and Intellectual Curiosity
2. Compassion and Kindness
3. Accountability, Integrity and Transparency
4. Diversity and Individuality
5. Openness to Change
6. Shared Governance

We are also placing energy and attention toward updating and modernizing our Saranac Lake campus. A Master Facilities Plan for the Saranac Lake campus was completed in 2019 and we expect that it will be a multi-year process to complete. To be even more successful in the future, we need to continuously improve how we work together across the campus and the region.

To be successful, we must function as a team. Our success, both as a community college and personally, is built on this spirit of teamwork and cooperation. Therefore, we welcome your comments and suggestions for how we can improve our work. Your supervisor and the College administration look forward to working with you to resolve any issues that may arise or to implement suggestions for improving our college.

We have all the elements we need to continue to be a beacon of hope for students in our region to find their place and reach higher. We trust that you will help us do so!

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INTRODUCTION TO THE HANDBOOK

About This Handbook

The purpose of this handbook is to provide you, the employee, with a summary description of the policies, procedures, and benefits for North Country Community College employees at Saranac Lake, Malone, and Ticonderoga campuses. It is intended to serve as a useful reference and guide and is a companion to the Faculty Handbook and Adjunct Faculty Handbook. While there is certain to be some overlap, this is a more generalized collection of policies and procedures that will help you, our employee and colleague, to understand the expectations of the College regarding your employment and, we hope, thrive in your employment at NCCC.

While we aim to have this handbook be as comprehensive as possible, it is a living document and subject to change. It summarizes many, but not all, of the principal human resource policies and procedures in effect at the time it was issued. Policies can and do change and where the handbook differs from the policies and practices subsequently adopted by Board of Trustees of North Country Community College, the latter shall take precedence. As changes occur, we will do our best to inform you of those as soon as possible. This holds true for agreements with the College's collective bargaining units, CSEA and NCCCAP. Where there are differences between the handbook and the CBAs, the latter shall take precedence.

We encourage each employee to read this handbook carefully and keep it for future reference. We all have a responsibility to be familiar with the contents, including the policies and practices of North Country Community College. Additional information or clarification about the other benefits and policies of North Country Community College can be obtained from your supervisor or Human Resources Representative.

This handbook is not a contract, express or implied, guaranteeing employment for any specific duration. Although we hope that your employment relationship with NCCC will be long term, either you or the College may terminate this relationship at any time, for any reason, with or without cause or notice. Please understand that no supervisor, manager, or representative of the College has the authority to enter into any agreement with you for employment for any specified period of time or to make any promises or commitments contrary to the foregoing. Further, any employment agreement shall not be enforceable unless it is in a formal written agreement and signed by you and the President after being reviewed and approved by Human Resources and the College's Legal Department.

EMPLOYEE CODE OF CONDUCT

As a community, we believe in the basic goodness of all people and maintain that each individual who chooses to work at North Country Community College is worthy of our energy and investment to be the best they can be in their work and their life. We strive to work together in harmony and feel that our approach and responsiveness to each other's needs create a better working environment for all of us. To support those beliefs, the College has adopted a Code of Conduct which spells out the behavioral expectations and guidelines for the entire College Community. This code applies to all employees of the College. There is a separate code of conduct that applies specifically to our students which can be found [here](#).

Preamble

North Country Community College (NCCC) has a commitment to the well-being of all members of the College community – students, faculty, staff and the family at large. To the students, that philosophy is defined in the College's mission statement – to serve the students at NCCC with “access to high quality academic programs that prepare students for transfer and career success.” The College expects that all members of the College community will be aware of and support this commitment.

With employment at North Country Community College come both rights and responsibilities. All members of the College accept both the rights and responsibilities when they enter the College as students or employees. By accepting the privilege of being a member of the College community, one must be willing to live within the basic framework set forth in the Code of Conduct. Members of the College community have the right of expression and advocacy within the law. We expect that all of us will support the rights of others and take responsibility for our own actions

Code of Conduct

The NCCC Code of Conduct provides realistic guidelines for individuals to follow regarding their professional, social, and personal conduct. The Code reflects that which is appropriate, reasonable, and considerate action for members of the College community.

It is appropriate and reasonable to expect members of the College community to:

1. Comply will all laws of the Villages and Towns in which the respective College campuses/sites are located, as well as all State and Federal laws.
2. Comply with all College rules, regulations and policies.
3. Work within a shared governance framework when attempting to change or modify College rules and regulations that are considered in need of reconsideration and modification.
4. Comply with North Country Community College's position on creating conditions for a workplace free from harassment and discrimination, including following the non-discrimination policy, the sexual harassment policy and all other policies that protect the interests of our students and employees. This includes any activity which endangers the

mental or physical health of another individual, such as verbal or physical activity of a threatening or offensive nature against another, either in person, by telephone, by computer message or otherwise; activity amounting to stalking or refusing to cease a course of conduct when requested to do so by another individual; activity consisting of nonconsensual touching of another individual, etc.

5. Respect the personal property rights of others, and the property rights and facilities of the College.
6. Attend to their College duties (teaching, learning, administering, etc.) with the desire and goal to achieve excellence, and with due care and concern for the individual and collective rights of others.
7. Use socially acceptable language.
8. Dress in a manner socially acceptable and befitting to the various College activities.
9. Represent the College to the wider public community in a manner consistent with the purposes of the College. The NCCC standards of behavior apply to both on and off-campus conduct when relevant to the mission, processes, functions, or interests of the College.
10. Refrain from the use, possession or distribution of alcoholic beverages on College owned or controlled property or while attending sanctioned off-campus College events. The College permits the consumption of alcoholic beverages at social functions only when the President in advance of the event has granted permission in writing. When written permission is granted by the President, only those individuals authorized by the President shall be permitted to bring alcoholic beverages onto a campus/site for College functions. Consumption of alcoholic beverages shall be permitted only within the approved area designated for said event. No person under the age of 21 years shall consume any alcoholic beverage at any College sanctioned event. The text to the full *Drug and Alcohol Use and Abuse Policy* can be found [here](#).
11. The use, possession or distribution of any drug considered illegal by Federal or State laws or a controlled substance not permitted by law at the College or at College sanctioned events is prohibited. The College regards any illegal drug involvement as an educational, as well as a legal issue, and offers counseling opportunities to members of the College community who wish to use those services.

GENERAL INFORMATION AND PRACTICES

At NCCC's core, we are in the business of higher education and much of our energy is focused on carrying out our mission. As with our policies, business practices and expectations change over time. One only needs to think about the disruption that technology has had, much to the positive, on our work-life. The following practices help guide our work at the College:

Working in Higher Education

For those not used to working in higher education, finding the rhythm of one's work may require some adjustments. In general, the College follows an academic calendar, which runs from September 1st until August 31st, with two distinct 15-week semesters (fall/spring), a three-week winter term, and a summer term.

One's work-year and work-week depends on their employment status. The faculty generally work a 164-day year, while our CSEA and management confidential employees typically work year round. For particulars on your status and expectations, refer to your appointment letter or contact our Human Resources Department.

Work-week and Work-day

In general, during the academic year, the College is opened Monday-Friday and the work-day for most staff (CSEA and management confidential) runs from 8:30 am until 4:30 pm. Our NCCCAP employees (the faculty and non-teaching professional staff) will have different hours. In every case, for the particulars about your scheduled work-day, please speak with your supervisor and/or our Human Resources Department.

Shared Governance

Another unique feature of working at a higher education institution is our commitment to and reliance upon shared governance to help us make the best decisions. We define shared governance as a system that encourages and supports diverse input across the many constituencies at the College so that the best decisions can be made, particularly in terms of policy, planning, programs, and budget. All employees are encouraged to participate in shared governance activities at the College.

Dress Code

While the College does not have a formal dress code policy, there are some customs that we have developed and follow. In general, faculty, professional staff and administration are encouraged and expected to dress business casual/business professional on most days. We have set aside Fridays as a "dress down day" where casual attire is acceptable. On these days, we ask employees use their judgment.

For facilities and maintenance staff, the College provides an annual voucher towards the purchase of boots, jackets and shirts, given the nature of their work.

Offices and Personal Work Area

Depending on one's role at the College, one may be part of an office and share a workspace, or have an individual office assigned. We seek to keep our personal work areas organized, clean and clear of any potential risk/danger. For particulars on one's status and office, please speak with your supervisor and our Human Resources Department.

Personal Property

While we make every effort to ensure a safe and secure workplace, personal items such as cash and personal property should never be left unattended. The College does not assume any responsibility for personal property of employees. Employees should appropriately secure all valuables in their assigned desk, locker, or work area. Any damage, loss, or theft should be reported to our Human Resources Director.

Break Rooms

Break room facilities are provided for the convenience of all college employees. It is the responsibility of all employees to maintain good housekeeping and cleanliness of the facilities and appliances.

Conference Rooms

There are conference rooms located on each campus that available for employee, visitor, and vendor meetings. It is advisable to reserve these rooms in advance through the Academic Affairs office. The person in charge of the meeting is responsible to make sure that the room is cleaned up and all equipment returned to its proper place following the use of space.

Use of College Property

Although the College strives to ensure that each employee has access to the resources needed to perform their job, the College also expects all employees to understand that use of those resources is limited to the performance of their job. Employees are responsible for items issued to them by the College or in their possession or control, such as but not limited to the following:

1. Tools & equipment, including college provided clothing
2. Keys
3. Written materials such as manuals and forms
4. Computers, software, manuals and informational resources
5. Database information
6. Files and documents
7. College Vehicle
8. Pagers & Radios

When material or equipment is used by or assigned to an employee for College business, it is the employee's responsibility to see that such equipment is used properly. Equipment assigned to an employee remains the property of the College, and is subject to reassignment and/or use by the College without prior notice or approval from the employee. This includes but is not limited to computer equipment and data stored thereon, voice-mail, records and employee files.

In addition, the use of College vehicles and College equipment/property for personal activities is strictly prohibited. This does not apply to use of the College facilities such as the pool, fitness center, and so on.

Any unauthorized use, retention or disclosure of any College resources or property will be regarded as theft warranting disciplinary action up to and including termination and may prompt various civil and/or criminal legal actions.

Keys

Depending on one's status at the College, employees receive keys to those areas they need to access as part of their work. This includes one's office and related work-spaces. Access to additional rooms requires permission of one's supervisor and submission of Key Request Form. Keys are made and distributed by the Facilities Department only; employees are not permitted

to make personal copies of their keys.

At the conclusion of one's employment with the College, all keys that were provided are to be returned to the Facilities Department.

Personal Vehicle Use

In the event that employees use their personal vehicle on College business, the employee will be reimbursed in accordance with the current travel reimbursement rate. This does not include travel to and from work unless assigned to teach or perform work at a campus other than their "home" campus. All travel on College business requires prior approval by one's supervisor.

The College is not responsible for any losses, accidents, fines, or other liabilities that occur while an employee is driving his or her own personal vehicle while on College business. However, if the employee is traveling for College-related business as part of their workday, Workers Compensation will apply should an injury result.

The full text of the NCCC Travel Policy is available through the College's Finance Department.

College Owned/Leased Vehicles

Personal use of College owned or leased vehicles is strictly prohibited. Because the College's insurance only covers employees driving or riding in College vehicles while on College business, no one other than authorized employees/students shall be allowed to operate or ride in College vehicles at any time with the exception of College athletes and/students who a) have been approved by the College and its insurer, and, b) are traveling for an approved activity.

Employees/students operating College owned or leased vehicles are required to adhere to the College's insurer's requirements. To insure that the College's insurance coverage is maintained, Motor Vehicle Reports (MVR's) will be generated on a regular basis for employees driving on College business and who drive a College vehicle. If one's driver's license is suspended or revoked, they are responsible for notifying the College immediately. If one's license is suspended by the Department of Motor Vehicles for any reason, they may not drive on College business or drive a College vehicle. If the MVR indicates that an employee who is required to operate a motor vehicle as part of his or her job duties has operated a College vehicle with a suspended or revoked license, the employee will be subject to disciplinary action, which may include termination.

Communication

- **Personal Mail**

Due to the volume of mail handled at the college, employees are expected to have personal mail addressed to their homes. If an employee is sending out personal mail through the College, out-going personal mail must contain postage stamps. The college postage meter is not available for personal mail.

- **Telephones – Personal Calls**

Telephones are an important tool for our work and most employees are provided with a phone and personal extension. Incidental personal use of the phone system is expected and approved, provided that it does not interfere with your job performance or with college business. If personal calls are made and received, these should be done during non-work time.

- **Telephones – Mobile Phone**

As with College phones, incidental use of one's mobile phone is expected and approved, provided that it does not interfere with your job performance or with college business. If an employee is using their personal mobile phone to communicate on what is considered to be a personal nature, this should be done during non-work time.

For those whose workday includes driving on College business, the use of hand-held mobile cellular telephones or other portable electronic devices is prohibited while driving. This applies to speaking, texting, web-surfing and other activities. Drivers are required to pull off the road and park at a safe location before using these devices. This is both an NCCC requirement and a New York State law. For particulars on the law, see this link [here](#).

- **E-Mail, Internal Network and Internet Usage**

With the advent of email, came the promise of a more effective and efficient workplace. As such, all employees are provided with a North Country Community College email address. For most of our employees, a computer is also issued to you for use related to College business. In addition to the many jobs a computer helps with, it also allows our employees a means to access our internal network as well as the broader internet. It is extremely important that we all use good judgment when using these tools. Below are some important guidelines for our employees and others who are authorized to use these systems.

North Country Community College's Website

The College website contains a tremendous amount of information about the College, our mission, policies and other essential elements. It is designed to be both outward facing (for prospective students and their families) and inward facing (for the college community) and thus at its core, is a tool that helps us communicate important information to both internal and external customers.

You can access a depth of college information by reviewing the North Country Community College's website at <http://www.nccc.edu/>. Other points of interest on the College's website include the Human Resources page, Employee Directory, Faculty Portal, Library, current course offerings, and access to one's email among other items.

Electronic Use Guidelines

The systems we use to access email, the internet and the internal network are college property and their principal purpose is to enhance the business of the college. Please keep in mind when:

1. Any information put in/on the system is college property, and no employee has any privacy rights to this information.
2. Be careful what you put on the system, this includes emails and other postings, as it can become a matter of public record and, in some cases, can be requested under the Freedom of Information Law. Like any college records, computer information can leak out and do damage to the College or its people, especially if what is written is not factual or discloses proprietary, confidential or sensitive information. Pushing a “delete” key does not eliminate deleted information from the system – there are various ways to recover deleted data.
3. When you use College systems, you consent to college monitoring and auditing what you put on it and how you use the Internet. If called for, the college will report any wrongful activity to the appropriate authorities.
4. When you use College computer systems, passwords give you limited and specified authority. You may not exceed this authority by, for example, improperly accessing information or improperly allowing others to access information.
5. Incidental personal use of the computer systems is expected and approved, provided that it does not interfere with your job performance or with college business. You are responsible for regularly deleting your personal and business e-mail messages and other information that does not need to be retained so as not to tie up system resources needlessly.

Misuse of the System: The following conduct is considered misuse of our computer systems and may result in disciplinary action, up to and including termination:

1. Forwarding or posting content that is abusive, slanderous or defamatory, (including content that is defamatory of the College) or which is offensive, harassing, vulgar, obscene or threatening. (Offensive and abusive material includes sexual comments or images, racial slurs, inappropriate gender-specific comments, or any comments that would offend someone on the basis of his or her age, race, sex, color, religion, national origin, handicap, disability or veteran status or any other protected classification.)
2. Accessing, creating, posting, viewing, transmitting or otherwise using pornographic or other sexually explicit material.
3. Placing confidential or proprietary information of the college or a third party on any Internet or internal network site without proper authorization or transmitting it to persons who are not permitted to receive such information
4. Broadcasting personal views on social, political, religious or other non-college business related matters.
5. Soliciting for commercial purposes unrelated to college business.
6. Sending e-mail or other electronic communications in a manner that hides or misrepresents the identity of the sender.
7. Gaining unauthorized access to another employee’s user ID or e-mail messages.
8. Establishing internet or other external network connections that would allow unauthorized persons to gain access to the college’s communications systems.
9. Using non-licensed, pirated software.
10. Doing anything else that conflicts with the intent of this policy or other policies of the college.

Software Policy

The following pertains to computers that have been purchased or leased by the College. The important issue here is security. Everyone must be concerned with the effect of introducing a virus or other malware into the College's computer system environment. Please take this real threat to our operations seriously.

- **Software Licensing**

Any software in use at the College must be a legally licensed copy. Employees must not duplicate copyrighted software for any reason without a written authorization from the software company. Anyone who knowingly or unknowingly duplicates copyrighted software material is subjecting the College, and themselves, to substantial penalties under the law.

- **Software Usage**

The only software that is authorized for use on College computers is that which has been purchased or developed by the College or the public domain software which has been certified virus free by the administrator responsible for security. The introduction or use of any other software on any College computer is a violation of this policy.

Collections/Solicitations

The following rules do not apply to the traditional charitable solicitations sponsored by the College. In connection with such charities, the employee alone makes the choice to contribute.

Solicitation of employees for most reasons constitutes an unwanted intrusion into an employee's time and/or money. We believe that employees should not be harassed, disturbed, or disrupted in the performance of their job duties. For this reason, solicitation of any kind by non-employees is prohibited at all times. Additionally, solicitation of any kind by an employee of another employee is prohibited while either person is on working time.

If You Have a Question

In most instances, the person in the best position to assist you with questions is your supervisor, Department Head, or area Vice President. We encourage you to speak with your supervisor, Department Head or Vice President when you have a question. Helping you is an important part of his or her responsibilities.

From time to time, you might have something you want to discuss with someone other than your immediate supervisor. In this case, you may contact other appropriate college personnel to help you, including your Department Head, your area Vice President, or the Human Resources Department. Part of the College's commitment to respect for the individual is responding to your questions. No employee will be retaliated against for asking a question.

Employee Suggestions

Employees are encouraged to make suggestions for improvement of methods, systems, or relations with each other and the students we serve. If you have a suggestion which you believe will benefit the College, advise your supervisor, Department Head, or Vice President. All suggestions are welcome. The success of the College is based on the total effort of all of our employees.

COLLEGE POLICIES

North Country Community College is committed to creating and nurturing an environment where employees can rise to their highest level of performance and thrive. Harassment of any form is antithetical to our values and is neither welcome nor tolerated. The following policies detail our commitment to safe working environment:

Equal Employment Opportunity Statement

North Country Community College is an Equal Opportunity Employer. We are committed to a workplace environment that encourages growth and respect for all current and prospective employees based upon job-related factors such as educational background, work experience, and ability to perform the essential functions of a particular job. It is the policy and practice of North Country Community College to prohibit any form of discrimination or harassment based on race, color, national origin, religion, creed, age, disability, self-identified sex, gender identity or expression, status of being transgender, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, carrier status, military or U.S. veteran status, domestic violence victim status, prior criminal conviction, socioeconomic status, or any other differences among people which have been excuses for misunderstandings, divisiveness, or hatred, or any other status protected under applicable federal, state or local law. Support and belief in this principle is a basic responsibility of all North Country Community College employees.

The College Administration is guided by ethical standards that comply with legal requirements. These standards will be implemented on an affirmative basis to ensure that equality of opportunity is afforded to all applicants and employees

Non-Discrimination Statement

The College community embraces and encourages the celebration of differences and affirms the rights of individuals guaranteed by state and federal laws and the U.S. Constitution. We reject all manifestations of discrimination or harassment on the basis of race, color, national origin, religion, creed, age, disability, self-identified sex, gender identity or expression, status of being transgender, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, carrier status, military or U.S. veteran status, domestic violence victim status, prior criminal conviction, socioeconomic status, or any other differences among people which have been excuses for misunderstandings, divisiveness, or hatred. When such rights are infringed upon by violence, threats, or unlawful harassment, the College will follow due process and use every necessary resource to decisively identify perpetrators, which could lead to administrative action, civil action, and/or criminal prosecution.

Discrimination Harassment Policy

North Country Community College is committed to provide and maintain a work environment which is free from unlawful discrimination based on sex (with or without sexual conduct, and including gender identity, gender expression or transgender status), race, color, religion, national origin, age, disability, genetic information or predisposing genetic characteristic, marital status, familial status, military status, domestic violence victim status, and any other class protected by law. Harassment based on these protected characteristics (collectively referred to as “discriminatory harassment”) is a form of unlawful discrimination and is prohibited in each and every work environment and each and every situation which directly impacts the work environment. Full text of the policy is found [here](#).

Sexual harassment is covered separately under the North Country Community College's Sexual Harassment Prevention Policy located [here](#).

Sexual Harassment Prevention Policy

North Country Community College is committed to maintaining a workplace free from sexual harassment. Sexual harassment, which includes harassment on the basis of sex, self-identified or perceived sex or gender, sexual orientation, gender identity, gender expression or transgender status, is a form of workplace discrimination. Sexual harassment is considered a serious form of employee misconduct. All employees, interns, volunteers, and non-employees are required to work in a manner that prevents sexual harassment in the workplace. Any employee, intern, volunteer, or non-employee in the workplace who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action, up to and including termination. This Policy is one component of North Country Community College's commitment to a discrimination-free work environment.

Sexual harassment is against the law. All persons have a legal right to a workplace free from sexual harassment. This right can be enforced by filing a complaint internally with North Country Community College, and/or with a government agency or in court under federal, state or local antidiscrimination laws.

Sexual harassment is offensive, is a violation of our policies, is unlawful, and may subject North Country Community College to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability. Those covered by this Policy who engage in sexual harassment, and managers and supervisors who engage in sexual harassment or who knowingly allow such behavior to continue, will be subject to remedial action or discipline in accordance with law or an applicable Collective Bargaining Agreement.

This Policy also prohibits retaliation against individuals who report or complain of sexual harassment or participate in the investigation of a sexual harassment complaint, as further described herein.

Complaints of sexual harassment must be submitted to the Compliance Officer: Tara A. Smith, Human Resources Director. In the event that the Compliance Officer is the subject of the complaint, complaints must be made to Robert Farmer, CFO/VP Administration. North Country Community College will conduct a prompt, thorough and confidential investigation that ensures due process for all parties, whenever North Country Community College or its supervisory or managerial personnel receives a complaint about sexual harassment or retaliation, or otherwise knows of possible sexual harassment occurring. North Country Community College will keep the investigation confidential to the extent possible. Effective corrective action will be taken whenever sexual harassment or retaliation is found to have occurred. All persons covered by this Policy, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment. All employees, interns, volunteers, and non-employees are to report any harassment or behaviors that violate this Policy. North Country Community College will provide a complaint form for the reporting of harassment and to file complaints. Managers and supervisors are required to report any complaint that they receive, or any harassment that they observe or become aware of in the workplace. Such reporting must be in written form to the Compliance Officer. Confronting the harasser is not required but is encouraged if the complainant feels it is possible and safe to do so. Anyone covered by this Policy has the right to file a good faith complaint without first communicating with the offender.

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For more on the Sexual Harassment Prevention Policy, see the full policy [here](#).

Non-discrimination against and Accommodation of Individuals with Disabilities

It is the policy of North Country Community College to comply with the Americans with Disabilities Act (ADA) and Americans with Disabilities Amended Act (ADAA). NCCC will not discriminate against any applicant and/or employee with disabilities in regards to application procedures, hiring, promotion, termination, compensation, training or any other conditions or employment. Equal access to any and all opportunities and applicable benefits (see applicable Collective Bargaining Agreement) will be provided to all applicants and/or employees.

North Country Community College will reasonably accommodate any qualified applicant and/or employee with a disability to aid in performing the essential functions of their job providing that the accommodation does not cause any undue hardship to the facility or any direct threat to the individual or others in the workplace. The full text of the policy can be found [here](#).

Immigration Law Compliance

In compliance with the Immigration Reform and Control Act of 1986, as amended, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the College within the past three years, or if their previous I-9 is no longer retained or valid. Employees with questions or seeking more information on immigration law issues are encouraged to contact the Human Resources Director. Employees may raise questions about immigration law compliance without fear of reprisal.

Consensual Romantic Relationships Policy

North Country Community College (NCCC) is committed to ensuring that our students, faculty, and staff can learn and work in an environment that is free from nepotism, harassment, exploitation, and conflicts of interest. NCCC is also committed to promoting fairness in grading, evaluation, and career opportunities. In order to achieve this, it is vital that faculty and staff maintain professional boundaries with students, and with employees over whom there is or will be a supervisory relationship.

NCCC faculty and staff members exercise power and authority over NCCC students and employees for whom they have current supervisory, instructional, or other professional responsibility which creates a power imbalance. This makes consent within any sexual, intimate, or romantic relationship between a supervisor and employee or between a faculty or staff member and a student problematic, and may impede the real or perceived freedom of the student or employee to terminate or alter the relationship. Further, it may cause individuals outside of that relationship to believe that they are treated in an unequal manner during such a relationship or after it terminates, or it may cause individuals to feel that entering into such a relationship is necessary or assistive in attaining their academic or career goals. Such a relationship may damage the credibility or reputation of the employee, the department or unit, or the campus as a whole and may expose individuals or the institution to legal action and liability.

NCCC faculty and staff are prohibited from engaging in any sexual or romantic relationship if there is an existing supervisory, evaluation or instructional relationship, unless the relationship is disclosed and supervision, evaluation, or instruction is terminated in accordance with the policy. Failure to timely notify appropriate staff can subject the faculty or staff member to discipline up to and including termination. The full text of the policy is available [here](#).

Employment of Relatives and Domestic Partners

College employees may refer friends, relatives and domestic partners for possible employment by the College. Such referrals are processed in accordance with the regular procedures used for all applicants. Employment decisions are based on each applicant's qualifications and work history. College policies and procedures governing hiring practices must be followed. Candidates will *not* be given preferential treatment for either employment or an internal job change based on family or cohabitating relationship.

For reasons of supervision, close relatives, domestic partners and members of the same household cannot be employed in positions where one has supervisory responsibility for the other or makes employment decisions pertaining to the other.

Lactation Accommodation Policy

North Country Community College supports working mothers and provides a supportive environment to enable employees who are breastfeeding to express breastmilk during working hours.

No employee will be discriminated against for breastfeeding or expressing milk during the work day and reasonable efforts will be made to assist employees in meeting their infant feeding goals while at work.

Employees who are breastfeeding who choose to continue providing breastmilk to their infants after returning to work will receive the following accommodations for up to three years following the child's birth:

- Lactation Breaks
- Lactation Room(s)

The full text, including the specifics, of the policy can be found [here](#).

Tobacco Policy

In recognition of the responsibility to maintain a safe and healthy environment for all students, staff and visitors, as well as the health, safety and comfort benefits of a tobacco-free environment, the following on-campus Tobacco Policy is in force on all College property:

- The use of tobacco products by any member of the College Community, including guests in any building owned, operated, or controlled by the College is prohibited, and all such buildings are to be designated tobacco free;
- The use of tobacco products is prohibited within 25 feet of any building owned, operated, or controlled by the College, to include entrances, windows, and ventilation intake systems. Use of tobacco products is permitted only in outside areas completely open to the air. If wayward tobacco smoke intrudes on an interior workspace, smokers located at any distance from a building will be asked to relocate to another area.

A full text of the Tobacco Policy is found [here](#).

Parking Policy

North Country Community College is fortunate to have ample parking relatively close to our work locations. The following policies apply to parking on all three campuses:

General Parking

The College has identified designated parking areas for three different groups: employees, students, and visitors. All students and staff are required to register their vehicles with the College, post parking decals in the designated location in their vehicles, and comply with designated parking requirements. *Designated parking* applies to weekdays during the academic calendar from 7:30am - 4:00pm. For students and employees, parking is permitted only in areas marked or signed as parking spaces and zoned appropriately for the permit being displayed. Details on our parking policy and options available on each of our campuses are located [here](#).

Handicapped Parking

Students, staff and visitors accessing handicapped parking must have the required disabled placard or license plate. For additional information contact the Office of the ADA 504 Coordinator at the Saranac Lake campus. Necessary vehicle information will be recorded and a special parking permit may be issued for a specified period of time. A physician's certification is necessary to verify eligibility for handicapped parking. The physician's certification should clearly state the nature of the disability and specify the anticipated length of disability.

Visitor Parking

Visitors are welcome to park in any location.

Parking Ticket Appeals

Any person who receives a parking citation who believes there are reasons to appeal the ticket may file a written appeal. The Parking Ticket Appeals [form](#) must be completed and submitted to the Office of Campus and Student Life during working hours and within five business days of the date of the ticket. Your appeal will be considered and you will be notified of the result.

Employment Classifications

For purposes of salary administration and eligibility for overtime payments and associate benefits, the College classifies its employees as follows:

- *Full-time employees*: Employees are considered full time if they are regularly scheduled to work 37.5 to 40 hours per week.
- *Part-time employees*: Employees are considered part time if they are regularly scheduled to work at least 10 hours per week, but no more than 25 hours per week.
- *Nonexempt employees*: Hourly employees who are required to be paid overtime at the rate of one and one-half times their regular rate of pay for all hours worked beyond 40 hours in a workweek, in accordance with applicable federal wage and hour laws, or more frequently, such as for all hours worked beyond 8 hours on a given day in accordance with certain state wage and hour laws.
- *Exempt employees*. Salaried employees who are excluded from applicable federal, state or local overtime laws.

Each employee, prior to joining the College, will receive an appointment letter which includes title, start date, wage information/salary and employment classification. If you change positions during your employment as a result of a promotion, transfer, or your employment responsibilities change, you will be informed by the Human Resources Department of any change in your exemption status. Please direct any questions regarding your employment classification or exemption status to the Human Resources Department.

Job/Position Descriptions

Job/position descriptions help guide the College, the department and the employee by identifying the position title, one's supervisor, the major tasks and duties as well as the minimum qualifications required to hold the position. The development of position descriptions is the purview of the College administration, but we have found that working with collective bargaining units in the preparation of new positions and their duties leads to a better outcome for all. The College uses general job descriptions with primary responsibilities to aid in staffing, wage and salary administration, and training. However, employees may be asked to be flexible to take on non-reoccurring responsibilities from time to time. All job descriptions are subject to review and change. Changes/updates to position descriptions that are part of collective bargaining units are required to be negotiated.

Employment of Minors

Employees must be 18 years of age or older with the exception of students who are employed as a part of the Federal Work-Study program, where it is possible to be under the age of 18. However, one must be eligible for Federal Work Study at the time of employment.

Time Reporting

The College complies with applicable laws that require records and documentation of the hours worked by our employees. Accurate record-keeping and timely submission of timesheets is essential to ensuring that an employee is paid on schedule and that payment accurately reflects actual time worked, use of benefit time, and hours for overtime and/or shift differential as

applicable. Employees shall be responsible for accurately filling out their timesheets and turning them into their supervisor or Department Head in a timely manner. Supervisors and Department Heads shall be responsible for monitoring the hours worked by employees and ensuring that their timesheets accurately reflect hours worked and any use of benefit time. After reviewing timesheets and resolving any discrepancies, supervisors and Department Heads will sign off on the time sheets and forward them to payroll for processing.

Salaried and faculty personnel are not required to submit timesheet forms, but are required to notify their applicable supervisor or Vice President and the Payroll Department in writing of any vacation and sick time used using the Request for Leave or Approved Absence [form](#).

Speak to your supervisor if you have any questions about your time reporting.

Falsification of a time record is considered time theft and may be grounds for disciplinary action, including the possibility of discharge.

Paycheck Deductions

The College offers payroll deductions permitted by applicable law and through agreement with our College Bargaining units. If you believe that there has been a mistake in your deductions, please connect with our Human Resources and/or Payroll Department so we can investigate it in a timely manner. If an investigation reveals that you were subjected to an improper deduction from pay, you will be reimbursed.

Overtime Authorization:

Employees must have prior approval from their supervisor to work any overtime. Your supervisor will attempt to provide you with reasonable notice when the need for overtime work arises. Please remember, however, that advance notice may not always be possible.

Overtime Computation: (this applies to CSEA Employees only)

As per NCCC's CSEA Bargaining Agreement, overtime for non-exempt CSEA employees refers to any hours worked in excess of 40 in a workweek, regardless of the length of the employee's normal workweek. (For example, even if an employee's normal workweek is 37.5 hours, overtime does not begin until the employee has completed 40 hours of work.) All non-exempt CSEA employees who are required to work more than 40 hours during a workweek will receive overtime pay at one and one-half times their regular rate of pay for each hour worked in excess of 40 hours in a workweek. For those employees whose normal work schedule is less than 40 hours, they will be paid at straight time up to 40 hours prior to any overtime premium being applied (*Please refer to the Collective Bargaining Agreement*).

In addition to time worked, any benefit time taken as holiday, personal, vacation, or sick will be considered hours worked for purposes of computing an employee's eligibility for overtime pay. Time spent in any other non-work, paid or unpaid status, (such as military leave, family or parental leave, short term disability leave, etc.) will not be counted as time worked for the purpose of computing an employee's eligibility for overtime pay.

Overtime pay for non-exempt employees is computed under the Fair Labor Standards Act (FLSA) as well as any applicable state law. Any questions related to overtime pay should be directed to the Payroll Department.

Disciplinary Action

As is true of any group of people working together, from time to time, there are situations when a specific policy or an obvious rule of common sense is broken. In these cases, the College will see that issues of misconduct are investigated thoroughly and the application of College policies is handled in a fair and consistent manner. The College reserves the right to administer disciplinary rules and procedures as appropriate and applicable in accordance with the respective Collective Bargaining Agreement.

Conflict of Interest

No employee shall directly or indirectly engage in any outside business or financial activity that will in any way conflict with the interests of the College or that interferes with an employee's ability to fully perform his or her duties. Such activity may result in termination of employment. Any such possible conflict should be discussed with the Director of Human Resources to avoid any future problems.

Secondary Employment

The College recognizes that an employee may accept secondary employment or participate in other activities or organizations. Employees are expected to be available for all scheduled work, including overtime, as needed. Any outside interests, business, financial activity or employment which affect job performance or result in a direct or indirect conflict of interest or competition will not be permitted. Speak to your supervisor if you encounter a situation which appears to be in conflict with this expectation.

Drug and Alcohol Statement

The College is committed to maintaining a drug-free workplace in compliance with applicable state and federal laws. The College has a responsibility to its employees, students, business visitors and community to provide a safe, secure and efficient working environment. Drug and alcohol abuse can seriously endanger safety and undermine our commitment to quality and operational excellence. The College also has a legal commitment and duty to abide by the provisions of the U.S. Drug-Free Workplace Act of 1988 (as amended), and a commitment in the Code of Conduct to providing a drug and alcohol-free workplace.

Personal Data

The College maintains a personnel and payroll file for each employee that includes information relevant to their employment with the College. It is the employee's responsibility to advise the Human Resources and/or Payroll Department of any change of address, emergency contact data, marital status, dependents, or other pertinent information that could affect employment or benefit status. For more information or to access either one's personnel or payroll file, please see the Human Resources Department.

Attendance/Call-In Policy

It is essential that employees report to work on time in order for the College to operate most effectively. Excessive absenteeism or tardiness can put an undue burden on one's department and coworkers as well as the College as a whole. That said, we understand that there are times when, despite their best efforts, employees will be absent or late for work. In those instances, employees are expected to notify their supervisor as soon as possible, and if tardy, indicate when they will be arriving to work. Please discuss the preferred method of contact (i.e. phone call, text message, email) with one's supervisor.

Patterns of habitual and/or excessive absenteeism and delay in reporting to work may result in disciplinary action as applicable to the appropriate collective bargaining agreement.

Inclement Weather

Over the course of a given year, there are extremes in weather such as snowstorms, freezing rain, ice storms and extreme cold that require the College administration to determine whether or not the College is *officially* closed. In the event that the College is *officially* closed, all employees other than those required as negotiated by the College with the Collective Bargaining Units, are excused from work and are not required to charge the time against their accrued benefit time.

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Employee Benefit Programs

The College offers eligible employees a comprehensive benefits program. Employees should refer to the college website and their respective Collective Bargain Agreement for eligibility, details and explanation of benefits. Part-time employees should contact the Human Resources Department to see if they are eligible for any other College benefits.

Employee Benefits

In general, employee benefits are provided depending on one's classification of employment and membership in a Collective Bargaining Unit. Typically, those benefits include the following:

- Retirement
- Medical, Dental and Vision
- Flexible Spending Plan
- Long-term Disability
- Group Life Insurance
- 529 College Savings program
- Workers Compensation
- Employee Tuition Waiver
- Employee Tuition Assistance (funded by an annual SUNY grant)
- Employee Assistance Programs

A brief explanation of each benefit class can found below. Further details on each are found [here](#), as well as in one's collective bargaining agreement and/or through our Human Resources Department.

Retirement

Eligibility for a retirement system depends on a variety of factors. Full-time employees are required to join a retirement system within 30 days of their initial appointment/hire date. Once your election is made, you will generally not be allowed to change retirement systems unless you have a change in your employment title making you eligible for a different retirement system for the first time and you opt to change to that system within 30 days of your eligible appointment.

Required retirement options are as follows:

- The New York State and Local Employees' Retirement System (ERS) is required for all CSEA staff and available to management confidential employees.
- The New York State Teachers' Retirement System (TRS) is an option for faculty and some non-teaching professionals (depending on one's title).
- SUNY Optional Retirement Program (ORP) is another option for faculty, non-teaching professionals and management confidential employees.

Voluntary savings plans are also available and include:

- Tax-deferred annuity plans (403B)
- NYS Deferred Compensation plans (457B).

Medical Benefits /Dental/Vision Benefits

The College offers eligible employees two types of health insurance plans: a Preferred Provider Organization (PPO) through the New York State Health Insurance Program (NYSHIP) aka

Empire Plan and Health Maintenance Organizations (HMOs) also through NYSHIP. Employee contribution towards health insurance varies by length of service, position, and bargaining unit. For particulars on those, see our Human Resources Department.

Dental Benefits

The College also offers two types of dental plans, one through Guardian Dental and the other through Solstice Dental (required for CSEA employees). Employees are responsible to pay the full premium for these plans.

Vision Benefits

As with dental benefits, there are two options available for vision benefits: one administered by Davis Vision through NYSHIP, and the second through Solstice Vision. Employees are responsible to pay the full premium for these plans.

Flexible-Spending Plan

The College offers a flexible spending plan for unreimbursed health care expenses and dependent care reimbursement with pre-tax dollars. This benefit must be renewed annually during open enrollment. For more information, please contact our Human Resources Department.

Long-term Disability

The College offers a long-term disability plan through The Standard, which provides financial protection for eligible employees who become disabled due to a non-work-related illness or injury, by paying a portion of your income while you are disabled. Benefits begin 26 weeks after you first become disabled. If approved, the Plan will pay a basic monthly income benefit equal to 60% of qualified monthly earnings up to a maximum benefit of \$5,000 per month. Certain other incomes (i.e. Social Security Disability Benefits) are deducted from this payment. The Plan also provides for a monthly annuity premium benefit.

Group Life Insurance

Various levels of coverage are available for full-time employees ranging from \$25,000 through \$125,000 policies. This benefit ceases at separation of employment. For more information, please contact our Human Resources Department.

529 College Savings program

Post-tax dollars can be invested into New York's 529 College Savings Program to set aside money for qualified higher-education expenses, such as tuition, certain room and board costs, books, and fees. Eligible employees can enroll in the plan at any time.

Workers' Compensation

The College offers Workers' Compensation benefits for employees who become injured or ill while on the job. These benefits are offered through the Maine Employers' Mutual Insurance Company (MEMIC), and provide payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness. The amount of benefits payable and the duration of payment depend on the nature of your injury or illness.

Any work-related injury or illness must be reported immediately to the employee's supervisor and to the Human Resources Department using the [Accident/Personal Injury Report Form](#). If the employee's regular working hours have expired before a report can be made to the supervisor, the employee must contact their supervisor or Human Resources Department immediately at the start of their next regularly scheduled work shift. One's supervisor or the Human Resources

Department will advise the employee of further steps he or she should follow.

Timely notification ensures that the College can assist you in obtaining appropriate medical treatment. Failure to follow this procedure may result in the appropriate workers' compensation report not being filed in accordance with the law, which may consequently jeopardize your right to benefits in connection with the injury or illness.

If the injury or illness requires emergency medical treatment, this treatment is to be provided immediately by whatever means are necessary.

Questions regarding workers' compensation insurance should be directed to the Human Resources Department.

Employee Tuition Waiver

Per the collective bargaining agreements, CSEA, NCCCAP and management confidential employees and certain family members are entitled to free or discounted tuition for courses taken at NCCC. Employees are required to fill out an Employee Tuition Waiver [form](#) each semester the benefit is exercised.

Employee Tuition Assistance (funded by an annual SUNY grant)

The College receives an annual stipend from SUNY for our employees to use to offset tuition costs at a SUNY institution. Employees interested in this benefit should contact the Human Resources Director for availability of funding.

Continuation of Benefits (COBRA)

The Consolidated Omnibus Budget Reconciliation Act (COBRA), is a federal law that requires most employers sponsoring group health plans to offer temporary extension of health coverage under certain circumstances in which the coverage would otherwise end. This is called continuation coverage.

Through COBRA, employees and their eligible dependents may have the right to continuation coverage under the College's group health insurance program at their own cost for a maximum period of 18 months after termination of employment. For more information or questions about COBRA, contact the Human Resources Department.

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TIME-OFF BENEFITS

In addition to previously mentioned benefits, employees at North Country Community College also receive time-off benefits. Some of those are general to all employees, other vary by employment status (i.e. whether one is a member of CSEA, NCCCAP or a management confidential employee). Brief explanations are found below:

Family and Medical Leave Act (FMLA)

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.

Eligible employees are entitled to either twelve (12) work-weeks of leave in a 12-month period for:

- the birth of a child and to care for the newborn child within one year of birth;
- the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- to care for the employee's spouse, child, or parent who has a serious health condition;
- a serious health condition that makes the employee unable to perform the essential functions of his or her job;
- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty," or
- twenty-six (26) work-weeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

To be eligible for coverage under FMLA, an employee must have been employed by the College for at least 12 months and have worked at least 1,250 hours during the twelve-month period immediately preceding the commencement of the leave. All periods of time when the employee was on the payroll, including temporary employment, count towards determining whether the employee has been employed for at least 12 months. Only periods of actual work time count toward the determination of whether the employee has worked at least 1,250 hours during the preceding 12 months.

For more details on the FMLA, please contact our Human Resources Department and/or visit the FMLA website [here](#).

Personal Leave

The College may grant personal leave of absence for conducting personal matters that could not otherwise be conducted outside normal work hours. For the particulars on personal leave, which is related to one's employment classification (CSEA, NCCCAP, or Management Confidential), please see the contract/collective bargaining agreement, or contact the Human Resources Department.

Military Leave

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable College policy. Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable. Employees are required to give or send written details of any United States military commitments to Human Resources. Duty orders must be submitted immediately to Human Resources upon receipt from the military.

For more information on Military Leave, please contact the Human Resources Department.

Vacation Time, Holiday Time, and Sick Time

All full-time employees at the College are eligible for vacation, holiday and sick time. For part-time CSEA staff, there are also holiday time benefits. The number of days may vary depending on one's employment classification, and in some cases, one's years of service to the College. For the particulars on any of these time-off benefits, please refer to the respective contract/collective bargaining agreement, or contact the Human Resources Department.

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SAFETY & SECURITY

North Country Community College is committed to maintaining a safe workplace and educational environment for members and guests of the college community. We believe that safety and security are both a collective and individual responsibility and we all have a role to play. Beyond what is presented below, we encourage all members of our community to communicate safety and security concerns to college officials.

Campus Safety Commitment

North Country Community College is committed to maintaining a safe workplace and educational environment for members and guests of the college community. Creating the conditions that support a safe work environment is a shared responsibility, as is the prevention of work-related injuries. We each have a role to play to help protect one another, our students, our guests and our communities.

To that end, we aim to:

- Work diligently to reduce risks in the workplace, provide appropriate controls for managing risks in our processes, and advise employees of recognized workplace hazards
- Develop programs and systematic approaches to ensure continuous progress toward safety and health goals, and provide the necessary resources to achieve them
- Ensure that every employee understands how they can contribute to their personal safety as well as the safety of their coworkers and our students.
- Communicate this commitment to all employees and make it available to the public

College Safety Committee

The College Safety Committee was created in response to NYS Education Law Title 7, Article 129a, which requires under section 6341 that *the President shall appoint an advisory committee on campus security*. The committee annually reviews campus security policies and procedures and makes recommendations on how they can be improved. In particular, those policies and procedures reviewed include:

- educating the campus community, including security personnel and those persons who advise or supervise students, about sexual assault, domestic violence and stalking offenses pursuant to section sixty-four hundred thirty-two of this article;
- educating the campus community about personal safety and crime prevention;
- reporting sexual assaults, domestic violence and stalking incidents and assisting victims during investigations;
- referring complaints to appropriate authorities;
- counseling victims; and
- responding to inquiries from concerned persons.

Personal Security

While the College is committed to providing a secure environment for all employees, students, and visitors, the best way to stay safe and secure is to be aware of possible security problems and take the necessary steps to avoid them.

When going to and from your workplace, as in your personal life, be attentive to the following:

- Where possible, keep personal items safe by locking one's office when you not working in it.
- In parking areas, be alert when approaching or leaving your vehicle. If it's dark when leaving work, ask a co-worker to walk with you to your vehicle.
- Report any suspicious vehicles or individuals, as well as any vandalism or theft, to your supervisor.
- When traveling, take responsibility for security and use common sense. Stay only in secure hotels and motels, and double-lock your door in the evening.

Threats and Violence

As noted, the College aims to provide a safe workplace and protect employees, students and visitors from threats to their safety. Threats, threatening behavior, or acts of violence against employees, students, visitors, guests, or other individuals by anyone on College property will not be tolerated.

Any person who makes substantial threats, exhibits threatening behavior, engages in violent acts, or other such unacceptable behavior on College property shall be removed from the premises as quickly as safety permits and shall remain off the premises pending the outcome of an investigation.

Should an investigation substantiate that violations of this policy have occurred, the College will initiate a decisive and appropriate response. This response may include, but is not limited to, suspension and/or termination of any business relationship, reassignment of job duties, suspension or termination of employment, and/or seeking the arrest or prosecution of the person or persons involved.

All College personnel are responsible for notifying their supervisor, Department Head or area Vice President of any threats that they have witnessed, received, or have been told that another person has witnessed or received. Even without an actual threat, employees should also alert appropriate individuals to any behavior they have witnessed which they regard as threatening or violent, when that behavior is job-related or might be carried out on a College-controlled site, or is connected to college employment.

Employees are responsible for making this report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person or persons who were threatened or were the focus of the threatening behavior. The supervisor, Department Head or Vice President is required to notify the Human Resources Leader of all employee security concerns.

Property Security

North Country Community College property and equipment identified for a specific job, such as computers, should be stored in a secured area with controlled access to prevent theft of such equipment.

All employees are required to follow the established procedures for removing NCCC property -- whether equipment, or tools from the workplace. Prior approval of a Department Head or area Vice President is required.

If you observe anyone removing material from NCCC premises without proper authorization, please report it to your Department Head or area Vice President.

Security Incident Procedure

Incidents that involve campus safety and/or security should be reported immediately and an [Incident Report](#) should be completed whenever an incident occurs on campus, at the residence halls, in student clinical settings, or at college-sponsored events on or off campus. If the incident is an emergency, employees should call 911 first and then contact either Campus Security (518-354-0692 on the Saranac Lake Campus; 518-897-6089 on the Malone Campus) and/or the Administrator-on-Call (518) 354-0023. A follow-up with one's supervisor, Department Head, or area Vice President and the Human Resources Department is expected. In the event that the incident involves Human Resources, they will initiate the appropriate action; collect the details and document the incident, and inform the local law enforcement immediately, if action is urgent.

Administrator-on-Call (AOC)

To support our commitment to campus safety and security, the College has an Administrator-on-Call system, 24/7. The AOC is a designated College official charged to respond to issues that arise outside of the normal chain of command and need an immediate response of some kind. These can include crises, safety concerns, facility hazards or other issues that may emerge during any given day. The Administrator on Call can be reached at (518) 354-0023.

Auto/Truck Accidents

College-Owned and Leased Vehicles

Accidents are to be reported to your supervisor at once. Completed accident information must be forwarded to the Supervisor immediately. Failure to do so may result in disciplinary action.

The College maintains vehicle insurance coverage on all College-owned and leased vehicles. In the event that an employee is involved in an accident, we ask the employee to inform their supervisor immediately and to complete an incident report as soon as possible. Failure to do so may result in disciplinary action. Where possible, we encourage the employee to take pictures (if a camera is available) and to avoid making any comment to the other driver involved concerning fault, coverage, or other details related to the accident.

To protect employees and the College from third party claims, all employees involved in an accident while driving on College business will be required to submit to a post-accident drug test.

Personal Vehicle

For those driving their personal vehicle on College business, in the event that an employee is involved in an accident, we ask the employee to inform their supervisor immediately and to complete an incident report as soon as possible. Failure to do so may result in disciplinary action. Where possible, we encourage the employee to take pictures (if a camera is available) and to avoid making any comment to the other driver involved concerning fault, coverage, or other details related to the accident. Failure to do so may result in disciplinary action.

Cell Phone/Two-Way Communication Devices

The use of hand-held mobile cellular telephones or other portable electronic devices is prohibited while driving. This is both an NCCC requirement and a New York State law. For particulars on the law, see this link [here](#). This applies to speaking, texting, web-surfing and other activities.

Drivers must use hands-free devices for in-vehicle use of cellular telephones. If a conversation is expected to last more than a brief moment, or if the hands-free device is unavailable, the driver should end the call, stop at a safe location and resume the conversation. The use of cellular telephones and other electronic devices by passengers in a vehicle should be minimized and conducted in such a way that the vehicle driver is not distracted.

Housekeeping and Orderliness

We are proud of our facilities. We know that you will want to join us in keeping our respective work-spaces as clean as possible. Clean buildings and grounds are not only safe places in which to work; they are also more inviting and display a professional appearance to our students and communities.

The following points should be kept in mind regarding housekeeping and orderliness:

- Keep materials orderly.
- Spills such as oil, grease, and water should be cleaned up at once.
- Use appropriate receptacles provided for waste, scrap, recyclables, and the like.
- Keep aisles and walkways clear.
- Smoke only in designated areas.

If you experience/observe a circumstance that requires immediate attention, please contact Facilities directly at ext. 1500 and report the particulars.

Report Unsafe Conditions or Illnesses

- Unsafe conditions on College premises must be made safe or reported to your supervisor immediately.
- Immediately report any sickness or injury to your supervisor, no matter how minor it appears to be.
- Never move an injured or seriously ill person except under a doctor's orders or to prevent further injury.

Crisis Management Plan

As a College that cares about the well-being of its employees, students, and its neighbors, we work hard to insure that crises are prevented. But, no matter how thorough our preventive practices, certain crisis situations can occur.

Crises are incidents that could seriously harm North Country Community College's employees, students, facilities, property and/or reputation. They include, but aren't limited to, serious injuries or injuries involving multiple people, acts of nature, major information systems failure, explosions, employment-related issues such workplace violence in the communities where we do business.

In the event that a crisis situation develops, gather as much information as you can without exposing yourself or others to harm or injury. If an emergency, employees should call 911 first and then contact either Campus Security (518-354-0692 on the Saranac Lake Campus; 518-897-6089 on the Malone Campus) and/or the Administrator-on-Call (518) 354-0023. A follow-up with one's supervisor, Department Head, or area Vice President and the Human Resources Department is expected. In the event that the incident involves Human Resources, they will initiate the appropriate action; collect the details of the incident, document, and inform the local law enforcement immediately, if action is urgent.

Information Security

As an employee, you have been entrusted with one of our most valuable assets -- information -- and you have the responsibility to protect it and to see that it is used only for its intended business purpose. While there are laws such as Family Educational Records Protection Act ([FERPA](#)) that restrict what we can and cannot release regarding students attending/having attended the College, many of us work with information on a variety of levels that must be protected from disclosure.

Information appears in many forms, such as:

- Computer records
- Paper reports
- Conversation
- Word processing documents
- Letters and memos

The classified information you use every day must be protected from disclosure to those who would misuse it. Whether you work with paper records, at a computer terminal, or spend most of your day on the phone, you are part of North Country Community College's information security systems.

These guidelines can be helpful when handling confidential information:

- Routinely take precautions to keep confidential information from being disclosed. This includes making sure such information is not displayed on desks or in your work area where it can be seen by anyone. You should also avoid transmitting information via a computer or by fax in ways that might make it available to unauthorized people.
- Require third-party recipients of restricted College information to keep such information confidential.
- Respect the confidentiality of private information concerning our employees and students that comes to our attention under an understanding of confidentiality. We must respect the proprietary nature of such information and not use or disclose it without proper written authority.

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SOME FINAL THOUGHTS

By this time, you have digested a lot of information about the College, our mission, our values and our commitment to our students and employees. We hope that you feel better equipped to be successful in your job. If you have a question that is not addressed in this handbook, we encourage you to speak with your direct supervisor and/or the Human Resources department.

Any handbook is as good as in the information, policies and practices that are found within its covers. To that end, if you have suggestions for how to improve this document and make it a more effective tool for our current and future employees, please share them with us.

As employees of the College, we all share a distinct responsibility to our students and community. It is my sincere hope that you will find genuine satisfaction and reward in meeting this responsibility, as our dedicated staff and faculty have for many years. Providing excellence in all that we do at every level of the College is how we carry out our mission and vision.

I look forward to working with and supporting you in your work at the College.

Tara A. Smith
Human Resources Director
North Country Community College
February 2020

EMPLOYEE HANDBOOK ACKNOWLEDGMENT

I hereby acknowledge that I have received a copy of the North Country Community College Employee Handbook and understand that I am responsible for becoming familiar with and understanding its contents. I understand that this information is provided on an advisory basis and that the policies or benefits may change from time to time. I agree to contact the Human Resource Department with any questions that may arise.

Employee Name (Please Print)

Employee Signature

DRAFT