



Minutes for Meeting Book - January 25, 2023 Board of Trustees Regular Meeting

01/25/2023 | 05:00 PM - (GMT-05:00) Eastern Time (US & Canada)

EC3 Erie West

College/Other Attendees (14)

President Chris Gray PhD; Assistant to the President/Secretary to the Board Renee Triana; Treasurer/Controller Phillip Forte; Vice President Guy Goodman; Vice President William Jeffress; Dean Dr. Keri Bowman; Dean Dr. Stuart Blackwell; Dean Rebecca Walker (Zoom); HR Director Luisa Heifner; Faculty & Liberal Arts Chair Kimber Forrester; Faculty Jacob Korte (Zoom); EC3 Graduate Alicia Thomas; EC3 Graduate Aidan Tylman; Solicitor Tim Wachter.

Call to Order

Time: 5:01pm

Roll Call

Trustee	Roll Call
Trustee Gallagher	Zoom
Trustee Hursch	Y
Trustee Merrill	Y
Trustee Mitchell	Zoom
Trustee Mock	Zoom
Trustee Rubino	Y
Vice Chairperson Vogel	Y
Secretary Wagner	Y
Chairperson Rush Dix	Y

Chairperson Rush Dix welcomed the new Trustee Msgr. David Rubino, Ph.D., Ph.D. who is filling the vacancy of Trustee Katheryn Sintal who resigned at the September 14, 2022, Board meeting.

Pledge of Allegiance

Approval of November 16, 2022 Regular Meeting Minutes (pg. 31-36)

Trustee	Motion 1	Vote
Trustee Gallagher		Y
Trustee Hursch		Y
Trustee Merrill	2	Y
Trustee Mitchell		Y
Trustee Mock		Y
Trustee Rubino		Y
Vice Chairperson Vogel	1	Y
Secretary Wagner		Y
Chairperson Rush Dix		Y

The minutes were approved unanimously via voice vote.

Public Participation

There was no public participation in person or online via Zoom.

Agenda items 7 & 8 were presented next.

Communication

- 1. President's Report-**Dr. Gray asked the Trustees to review the President's Report as presented. He wanted to share exciting news that he just received earlier in the day. Middle States Commission on Higher Education (MSCHE) has accepted the evaluator's visit report and is allowing the College to progress in submitting an application for accreditation. Dr. Gray thanked Vice President Goodman, Dean Dr. Bowman, Dean Walker, and Faculty and Liberal Arts Division Chair Kimber Forrester who have been shepherding the College's process in this journey! The staff is currently working on getting Phase 3 ready.
- 2. Academic Committee-**Chair, Trustee Wagner stated the full committee met on January 17th and discussed several College Policy revisions which are presented as items 9. A, B, and C of the Consent agenda to be voted on later in the meeting.
- 3. Personnel Committee-**Chair, Trustee Vogel stated that the standard committee meetings will be the second Monday of every month through June of 2023. The full committee met on January 9th to review current employee benefits and compare them to other Community Colleges. They will continue to review them in detail in the following months.

Communication Continued

4. **Finance Committee**-Chair, Trustee Gallagher referred the Trustees to agenda item D.1 and 2, the YTD Budget Summary for 22-23 and December check register. He noted that each check that goes out from the College is now assigned an operating expense category, to organize and provide the Trustees with more detail concerning the expenditure. He also informed the Trustees that the Finance Committee meeting was held January 19th where they received a thorough presentation of the audit report from the MaherDuessel auditors.
5. **Ad Hoc**
 1. **Site Committee**-Chair Trustee Mitchell told the Board that the committee has not active, but would like some board input on their vision moving forward in terms of additional locations.
 2. **Community Advisors Committee**-Chair Trustee Mock asked the Board to think of people from the community that might want to serve on the community advisory committee and for attendance at the Quarterly Breakfast. He also asked the Trustees to touch base with the College's Marketing and Communications Director, Elise Michaux, concerning topics that can be featured during the breakfast.
6. **Chairperson**-Chairperson Rush Dix provided updates of her activities since the last Board meeting in November including weekly meetings with the President, the December PACC Trustee meeting, and committee meetings. Chairperson Rush Dix also noted the College's attendance at the 12th Annual Dr. King Awards Dinner January 14, 2023, and the regrouping of the Team Consortium. The Chairperson notified the Board that the Executive Committee met on January 23rd in preparation for tonight's meeting. She welcomed Dr. Rubino again and informed the Board that he would be added to the Personnel and Advisory Committees. The chairperson also notified the Board that the College is joining AGB, the Association of Governing Boards of Universities and Colleges (AGB). It has been the premier membership organization that strengthens higher education governing boards and the strategic roles they serve within their institutions and foundations.
7. **Other**-Dr. Gray welcomed Dr. Blackwell, the College's Dean of Academics. Dr. Gray stated that Dr. Blackwell came from the Community College of Allegheny County with knowledge and expertise of the PA system. Dr. Gray informed the Board that Dean Walker is now focusing on CTE (Career and Technical Education) and workforce programs.

Presentation-EC3 Graduate Recognition

The College President, Administration, Staff, and Board of Trustees were thrilled to recognize a defining moment in the College's history with the first graduates of the Erie County Community College being presented with their diplomas at tonight's meeting. Alicia

Thomas and Aidan Tylman both graduated in December of 2022 with an Associate Degree in Applied Science in Management and Entrepreneurial Thinking. They were joined by family and friends to recognize their outstanding achievement. Both are invited back to walk in the College's first official graduation ceremony in June of 2023.

Presentation-Open Educational Resources

Kimber Forrester, Full Time Faculty and Liberal Arts Division Chair presented information on Open Educational Resources (**Attached Exhibit A**) to the Trustees.

Mr. Forrester explained the difference between OAR and OER. Open Access Records (OAR) can be used, but not altered. Open Educational Resources (OER) are free in the public domain, or a special license must be obtained, but then the items can be altered to fit the instructor's needs once the OER's specific guidelines have been met. In addition to saving students money the materials are diverse and innovative, two of the College's Core Values in the Strategic Plan. In one-year EC3 has saved students \$147,090.44. Dr. Gray thanked Dean Walker for bringing the process to the College.

Consent Agenda (pg. 6-24)

The consent agenda was discussed. Item 9. D. Resolution to Adopt EC3 Values Definition Board Report #23-04 was removed from the consent agenda. Items 9. A.,B.,C., and E. were put forth in the motion. Item 9. D. Board Report #23-04 will be discussed later in the meeting and voted on under Motion 5.

Trustee	Motion 2	Vote
Trustee Gallagher		Y
Trustee Hirsch		Y
Trustee Merrill		Y
Trustee Mitchell		Y
Trustee Mock		Y
Trustee Rubino	1	Y
Vice Chairperson Vogel		Y
Secretary Wagner	2	Y
Chairperson Rush Dix		Y

The motion to approve the Consent Agenda items 9. A., B., C., and E. were approved unanimously via voice vote.

New Business-Presentation and Approval of MaherDuessel Audit Board Report #23-05 (pg. 25)

MaherDuessel auditors, Betsy Krisher and Sara Reed, presented an audit summary (**Attached Exhibit B**) to the Trustees whose details were discussed during the January 19, 2023, Finance Committee meeting. Trustee and Chair of the Finance Committee, Trustee Gallagher thanked the audit firm. It was confirmed that the audit will need to be sent to PDE by the College.

Trustee	Motion 3	Vote
Trustee Gallagher		Y
Trustee Hursch	1	Y
Trustee Merrill		Y
Trustee Mitchell		Y
Trustee Mock		Y
Trustee Rubino		Y
Vice Chairperson Vogel		Y
Secretary Wagner	2	Y
Chairperson Rush Dix		Y

The motion to approve the MaherDuessel audit was approved unanimously via voice vote.

New Business-Resolution to Lease Computer Equipment from GovConnection, Inc. in the Amount of \$515,334.45 Board Report #23-07 (pg. 26)

Dr. Gray explained the process of leasing the equipment in relation to the College’s funding. The College’s solicitor, Tim Wachter, asked that the motion be amended to include the following: resolution to lease computer equipment from GovConnection, Inc. in the amount of \$515,334.45 **subject to solicitor revision and approval Board Report #23-07**. This amendment was made so the solicitor can review IRS regulations in the lease agreement.

New Business-Resolution to Lease Computer Equipment from GovConnection, Inc. in the Amount of \$515,334.45 Board Report #23-07 (pg. 26) Continued

Trustee	Motion 4	Vote
Trustee Gallagher		Y
Trustee Hursch		Y
Trustee Merrill		Y
Trustee Mitchell		Y
Trustee Mock		Y
Trustee Rubino		Y
Vice Chairperson Vogel		Y
Secretary Wagner	1	Y
Chairperson Rush Dix	2	Y

The motion to approve the lease of computer equipment from CoStars member, GovConnection in the amount of \$515,334.45 subject to solicitor revision and approval was approved unanimously via roll call.

New Business- Resolution to Adopt EC3 Values Definition Board Report #23-04

This new business item was removed from the Consent Agenda #9. D. The intent of this Administration and Trustees to build upon and continue to develop. The College’s solicitor, Tim Wachter, suggested revised wording for the motion which was accepted. Motion 5 is a **motion to approve the EC3 Value Definitions Board Report #23-04 as a framework and subject to revision by the Administration pursuant to the Board’s direction.**

Trustee	Motion 5	Vote
Trustee Gallagher		Y
Trustee Hursch		Y
Trustee Merrill	2	Y
Trustee Mitchell		Y
Trustee Mock		Y
Trustee Rubino		Y
Vice Chairperson Vogel		Y
Secretary Wagner	1	Y
Chairperson Rush Dix		Y

The motion passed unanimously via voice vote.

Future Agenda Items/Summary Comments by Board Members

The time frame of College press releases was discussed.

For Information

Chairperson Rush Dix referred the Trustees to the two informational reports within the packet.

Executive Session

None

Motion to Adjourn

Time: 6:20pm

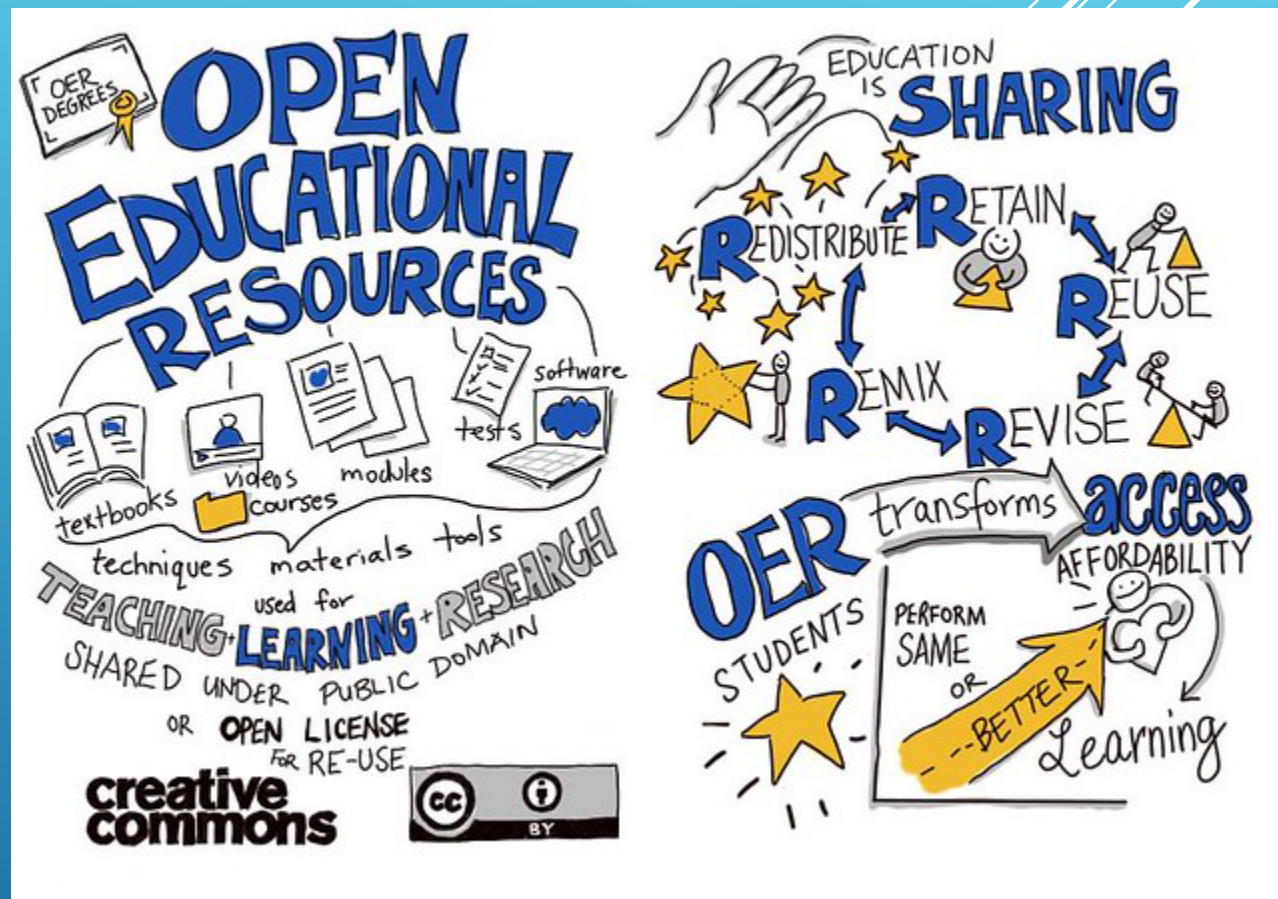
Trustee	Motion 6	Vote
Trustee Gallagher		Y
Trustee Hursch	2	Y
Trustee Merrill		Y
Trustee Mitchell		Y
Trustee Mock		Y
Trustee Rubino		Y
Vice Chairperson Vogel		Y
Secretary Wagner	1	Y
Chairperson Rush Dix		Y

The motion to adjourn was approved unanimously via voice vote.

Next Regular Meeting February 22, 2023 at 5PM

The agenda noted the next meeting was on February 23rd which was incorrect. The next meeting is Wednesday, February 22, 2023.

OPEN EDUCATIONAL RESOURCES (OER)

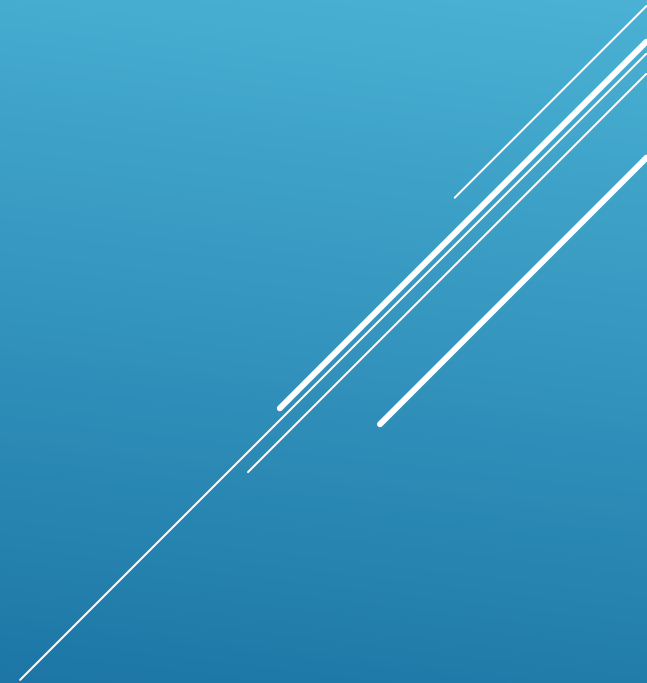


WHAT IS AN OER

Freely and publicly available teaching, learning, and research resources that reside in the public domain or have been released under an intellectual property license that permits their free use and re-purposing by others

Examples

- ▶ Textbooks
- ▶ Slides
- ▶ Videos
- ▶ Tests/Quizzes




OPEN ACCESS

Freely and publicly available teaching, learning, and research materials that may be used but not changed in any way.

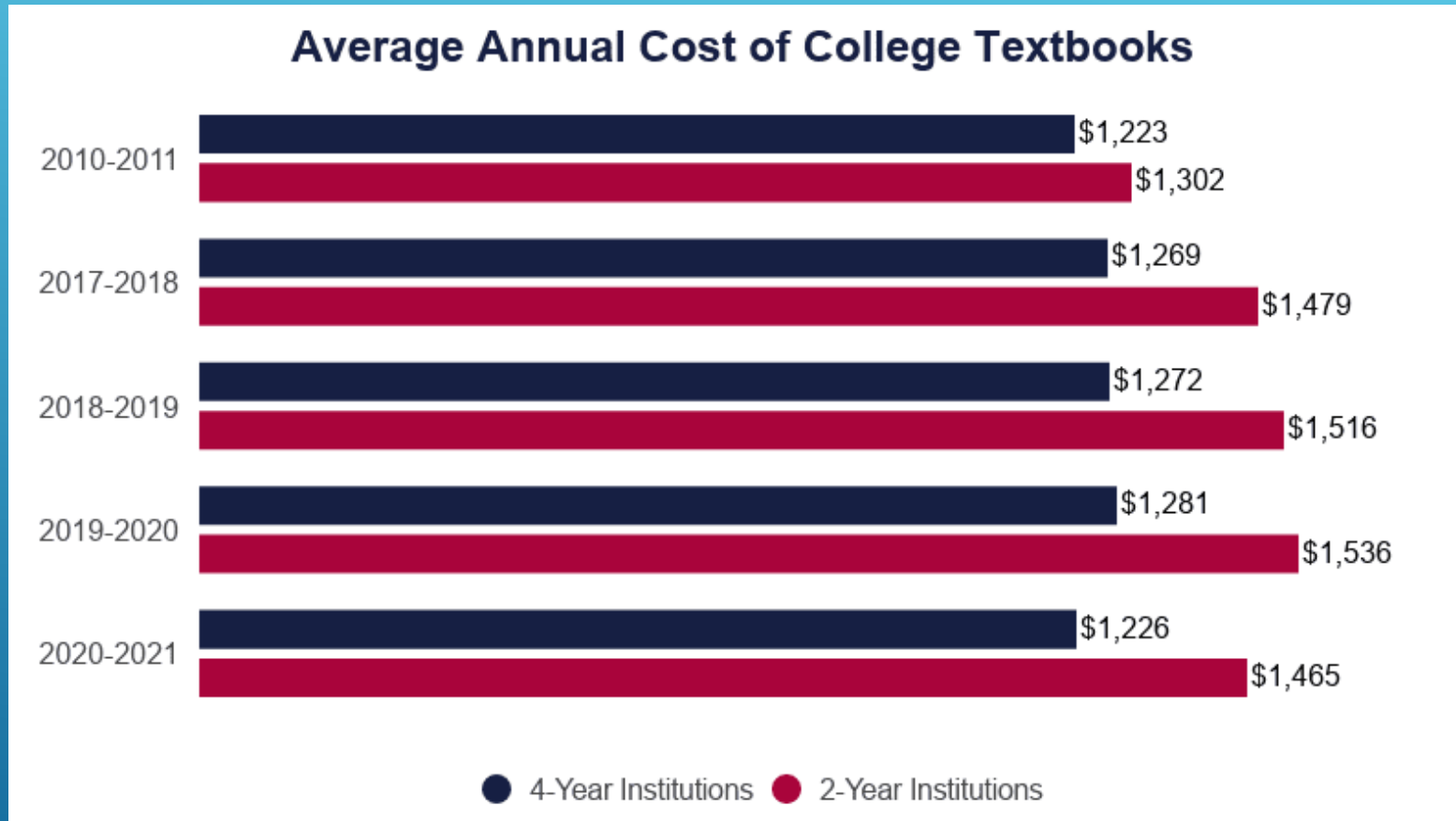
Examples

- ▶ Books
- ▶ Music
- ▶ Journals
- ▶ Government Documents

BENEFITS OF OER

- ▶ **Access**
 - ▶ **Augment**
 - ▶ **Enhance**
 - ▶ **Flexible/Adaptable**
 - ▶ **Updated**
 - ▶ **Diverse**
- 
- A decorative graphic consisting of several parallel white lines of varying lengths, slanted upwards from left to right, located in the bottom right corner of the slide.

COST



Hanson, Melanie. "Average Cost of College Textbooks" EducationData.org, July 15, 2022, <https://educationdata.org/average-cost-of-college-textbooks>

EC3 COST

Fall 2021 Estimated Savings	\$50,973.39
Spring 2022 Estimated Savings	\$46,301.04
Summer 2022 Estimated Savings	\$21,085.11
Fall 2022 Estimated Savings	\$28,730.90
Total Saved	\$147,090.44

Sources

Community College of Philadelphia
Butler County (PA) Community College
Amazon Textbook Ordering Services



Board of Trustees Regular Meeting

January 25, 2023

EC3 Erie West

2403 W. 8th St.

Erie, PA, 16505

<https://us02web.zoom.us/j/86479492792?pwd=cWFtNEpQenhbmRiNytLcUdGQXJJEQT09>

Meeting ID: 864 7949 2792, Passcode: 113651



COMMUNITY
COLLEGE

Meeting Book - January 25, 2023 Board of Trustees Regular Meeting

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Approval of November 16, 2022 Regular Meeting Minutes (pg. 39-44)

A. November 16, 2022 Regular Meeting Minutes

5. Public Participation

6. Communication

A. President's Report
Chris Gray, PhD

B. Academic Committee
Secretary Annette Wagner, M.D.

C. Personnel Committee
Vice Chairperson Christina Vogel

D. Finance Committee
Trustee Justin Gallagher

1. YTD Budget Summary 2022-2023 (pg. 4)

2. EC3 Check Register (pg. 5)

E. Ad Hoc Committees

1. Site Committee
Trustee Dave Mitchell

2. Community Advisors Committee
Trustee Rev. Dr. Charles Mock

F. Chairperson of the Board
Chairperson Cheryl Rush Dix

G. Other

7. Presentation-EC3 Graduate Recognition

8. Presentation-Open Educational Resources
Kimber Forrester Full Time Faculty & Liberal Arts Division Chair

9. Consent Agenda (pg. 6-33)

- A. Resolution to Amend Board Policy III.A.1: Classification of Employees Board Report #23-01 (pg.6-8)
 - B. Resolution to Amend Board Policy IV.A.2: Assignment and Use of Grades Board Report #23-02 (pg. 9-12)
 - C. Resolution to Amend Board Policy V.A.4: Student Records Board Report 23-03 (pg. 13-17)
 - D. Resolution to Resolution to Adopt EC3 Value Definitions Board Report #23-04 (pg. 18)
 - E. Approval of Lease with Corry Higher Educational Council from January 1, 2023-December 31, 2023, for \$30,000 Board Report #23-06 (pg. 19-28)
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10. New Business-Presentation and Approval of MaherDuessel Audit Board Report #23-05 (pg. 29-33)

11. New Business-Resolution to Lease Computer Equipment from GovConnection, Inc. in the Amount of \$515,334.45 Board Report #23-07 (pg. 34)

12. Future Agenda Items/Summary Comments by Board Members

13. For Information

- A. Human Resource and Diversity Board Report #23-08 (pg. 35-37)
 - B. Workforce Development Board Report #23-09 (pg. 38)
-

14. Executive Session

15. Motion to Adjourn

16. Next Regular Meeting February 23, 2023 at 5PM

ERIE COUNTY COMMUNITY COLLEGE
2022 -2023 BUDGET - FUNDING SOURCES AND APPLICATION OF FUNDS
FISCAL YEAR JULY 1, 2022 - JUNE 30, 2023

(000's US Dollars)

FUNDING SOURCES	Approve Budget July 2022 - June 30, 2023			Actual 2022
	Operating	Capital	Total	December YTD 2022
Student Tuition - Credit Programs	\$1,036,800	-	\$ 1,036,800	\$755,819
Student Fees	179,680	-	179,680	87586
Net Tuition from Noncredit Programs	50,000	-	50,000	
County of Erie	3,300,000	450,000	3,750,000	1,875,000
Commonwealth of Pa	2,900,000	850,000	3,750,000	1,450,000
Commonwealth of Pa - Recurring Capital	329,588	-	329,588	
Miscellaneous Income	10,000	-	10,000	13,861
		-	-	
Totals	\$7,806,068	\$1,300,000	\$9,106,068	\$4,182,266
 APPLICATION OF FUNDS				
Salaries and Wages	\$2,710,690		2,710,690	\$1,818,394
Staff Benefits	1,279,331		1,279,331	643,115
All Other Operating Budget Expenses	3,782,786		3,782,786	1,720,422
Capital Purchases		\$1,300,000	1,300,000	-
TOTAL APPLICATION OF FUNDS	\$7,772,807	\$1,300,000	9,072,807	\$4,181,931
 SURPLUS (SHORTFALL)	 \$33,261	 \$0	 \$33,261	 \$335

Erie County Community College
Check Register Operating Expenses December 2022

Vendor	\$ Amount	Operating Expense Category	Operating Expense Category		
				\$ Amount	
Logicalis	\$101,148	Contracted services	Contracted Services	\$121,725	
Lyle Taylor	\$280	Contracted services/sub teacher	Educational Supplies	*	21,866
Ridge Policy Group	\$18,783	Contracted services/Lobbyists	Facility Operations	**	10,712
Cynthia Wolf	\$450	Contracted services/monthly blog	HR/benefits		30,353
Hagan Business Machines	\$1,065	Contracted services/monthly fee	IT/Contracted services		40,624
Carolina Biological Supply	* \$518	Educational Supplies	Leases		64,788
Acclaim Electric	** \$4,243	Facility Operations- fixed street lights	Legal		1,300
Janitors Supply Co. Inc.	** \$1,304	Facility Operations	Marketing		26,503
Otis Elevator Company	** \$576	Facility Operations	Architects		7,431
Service Master	** \$1,040	Facility operations	Security		2,454
Interstate Security, Inc	** \$2,690	Facility Operations/rekey building	Office Supplies		1,991
Pro Waste Service	** \$515	Facility operations/waste removal			
Rotary Club of Erie	** \$175	Finance/institutional memberships			
Ross Notary Service	** \$169	Finance/vehicle tags			
UPMC Health	\$26,573	HR/benefits			
Flores & Associates, LLC	\$60	HR/Flex plan			
Human Capital Associates	\$3,600	HR/Legal fees			
New Opportunities	\$120	HR/Medical			
MBS Direct, LLC	* \$4,166	Instructional equipment/textbooks			
GovConnection Inc	\$13,898	IT/Contracted services			
Incline Alchemy, Inc	\$8,800	IT/Contracted services			
MCPc	\$7,955	IT/Contracted services			
TestOut	\$645	IT/contracted services			
Velocity Network	\$3,026	IT/contracted services			
Workday Inc.	\$6,300	IT/contracted services			
Cathedral Preparatory	\$46,035	Leases			
Benedictine Sisters of Erie	\$14,408	Leases			
Regional Science Consortium	\$4,000	Leases			
Emmaus Ministries	\$345	Leases			
Knox Law	\$1,300	Legal			
Welders Supply	* \$17,142	Mfg.Tech - instructional equipment			
Creative Imprint Systems	\$152	Marketing			
Epic Web Studios LLC	\$5,450	Marketing			
FastSigns	\$6,258	Marketing			
Flagship Multimedia Inc.	\$333	Marketing			
KimKopy Printing	\$84	Marketing			
MARC Group, Inc	\$1,260	Marketing			
R Brilliant Media	\$5,590	Marketing			
Tiffany Blum	\$1,658	Marketing			
LocaliQ	\$2,892	Marketing			
Sample News Group	\$2,827	Marketing			
Weber Murphy Fox (WMF)	\$7,431	Architects			
Blackgate Security Agency	\$2,454	Security			
Commonwealth of Pa	* \$40	State filing Fee			
Amazon	\$1,991	Office Supplies			
	\$329,749				

Resolution to Amend Board Policy III.A.1: Classification of Employees

Information

The intent of this policy amendment aims to clarify the distinction between the class load standards between full time faculty and adjunct faculty. By clarifying the policy, it is intended to support the notion that adjunct faculty are considered “part-time” employees by limiting the number of credit hours an adjunct faculty can teach each semester compared to the expected class load of a full-time faculty member. Additionally, in approving adjunct faculty members to teach up to 12 credit hours per semester, EC3 can become a preferred employer for instructors looking to increase their teaching load without committing to full-time faculty status.

A red-lined version of this policy is attached herewith reflecting all the changes mentioned above for review.

Recommendation

It is recommended that the Board of Trustees approves the changes as presented to Policy III.A.1: Classification of Employees

Policy III.A.1: Classification of Employees

Erie County Community College has the following categories of employees:

Regular Full-time (Exempt and Non-Exempt) - A full-time employee of the College who is regularly scheduled to work 40 hours per week for a non-specified period. These include employees in Executive, Administration, Professional and Staff/Specialist positions. Regular, full-time employees are eligible to participate in all benefit plans the company offers once eligibility requirements have been met.

Regular Part-time (Non-Exempt) – A part-time employee of the College who is regularly scheduled for less than 30 hours per week. These include employees in Executive, Administration, Professional and Staff/Specialist positions.

Faculty (Full-time and Part-time) – Faculty hired to teach at the College. Includes full-time and part-time faculty.

Full-time faculty are hired to teach a full-time load (~~10 courses~~ 30 credit/contact hours) during the academic year. Faculty may be reassigned to do administrative work at the discretion of the President.

Part-time Faculty – Faculty hired to teach less than a full load (~~3 courses per semester~~ maximum of 12 credit/contact hours per semester). Part-time faculty may be reassigned to do administrative work at the discretion of the President.

Contract and Temporary (Fee-for-Service and Non-Exempt) – A contractor or temporary employee is one who is hired for a defined period of time. The position may be renewed for a defined period of time as needed.

Policy III.A.1: Classification of Employees

Erie County Community College has the following categories of employees:

Regular Full-time (Exempt and Non-Exempt) - A full-time employee of the College who is regularly scheduled to work 40 hours per week for a non-specified period. These include employees in Executive, Administration, Professional and Staff/Specialist positions. Regular, full-time employees are eligible to participate in all benefit plans the company offers once eligibility requirements have been met.

Regular Part-time (Non-Exempt) – A part-time employee of the College who is regularly scheduled for less than 30 hours per week. These include employees in Executive, Administration, Professional and Staff/Specialist positions.

Faculty (Full-time and Part-time) – Faculty hired to teach at the College. Includes full-time and part-time faculty.

Full-time faculty are hired to teach a full-time load (30 credit/contact hours) during the academic year. Faculty may be reassigned to do administrative work at the discretion of the President.

Part-time Faculty – Faculty hired to teach less than a full load (maximum of 12 credit/contact hours per semester). Part-time faculty may be reassigned to do administrative work at the discretion of the President.

Contract and Temporary (Fee-for-Service and Non-Exempt) – A contractor or temporary employee is one who is hired for a defined period of time. The position may be renewed for a defined period of time as needed.

Resolution to Amend Board Policy IV.A.2: Assignment and Use of Grades

Information

The intent of this policy amendment is to clarify the board policy pertaining to the assignment of grades and clarification of the repeat grade process within the policy. by (1) reorganizing the information about the policy of withholding student records to the appropriate section within the policy manual, and (2) to add two additional grades associated with non-credit courses (typically assigned as developmental courses) to allow for disaggregation of student success by course type.

A red-lined version of this policy is attached herewith reflecting all the changes mentioned above for review.

Recommendation

It is recommended that the Board of Trustees approves the changes as presented to Policy IV.A.2: Assignment and Use of Grades.

Policy IV.A.2: Assignment and Use of Grades

Students officially enrolled in a class by the end of the semester must be assigned a final grade for the class by the course instructor. The primary purpose of a grading system is to document evaluation of student learning and inform the student of his or her academic progress.

The following represents grading standards at the College:

A = Academic achievement of superior quality 4.0

B = Academic achievement of high quality 3.0

C = Academic achievement of satisfactory quality 2.0

D = Academic achievement of minimal quality required for course credit 1.0

F = Academic achievement below the minimum required for course credit. 0.0

W = Official Withdrawal. No course credit. ~~0.0~~

I = Incomplete. See below for Incomplete Grade policy.

P = Pass. No course credit.

Z = No Pass. No course credit.

AU = Audit. No course credit. ~~0.0~~

~~Grades may be withheld if all financial commitments to the College have not been met. A student who earns a grade of D or F in a course may repeat the course one time; the approval of an Academic Dean is required for the student to repeat the course more than once. A student who earns a grade of B or C in a course may repeat the course but only with an Academic Dean's approval. The original final grade earned in a repeated course will appear on the transcript but only the most recent grade, also transcribed, will count toward the G.P.A. (grade point average).~~

~~Repeating Grades~~

~~A student has the choice to repeat any course to improve their cumulative grade point average (GPA). Repeating courses is one of the most efficient ways to quickly increase a student's GPA and to improve academic standing with the College. The approval of an Academic Dean is required for the student to repeat a course more than once. In the case of repeating grades, only the highest grade will be used when calculating the student's term and cumulative GPA. However, all attempts and earned grades will remain on the student's official transcript.~~

~~When calculating the transfer GPA, some institutions will use all grades including repeated attempts to determine admission or program eligibility. Also, federal financial aid may put limits on the number of attempts of the same course that can be paid for using federal funds. It is important to work with an academic advisor and financial aid staff to obtain the most updated information.~~

Students may access semester grades and transcripts and shall be notified of the grading system and requirements for academic credit courses by publication in the course outline, course catalogs and student handbooks and/or other means of communication approved by the ~~administration-College~~. Students will be responsible for being cognizant of grading policies and requirements, and changes or revisions made to such requirements, in the instructional program or programs in which they are enrolled.

Policy IV.A.2: Assignment and Use of Grades

Students officially enrolled in a class by the end of the semester must be assigned a final grade for the class by the course instructor. The primary purpose of a grading system is to document evaluation of student learning and inform the student of his or her academic progress.

The following represents grading standards at the College:

A = Academic achievement of superior quality 4.0

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C = Academic achievement of satisfactory quality 2.0

D = Academic achievement of minimal quality required for course credit 1.0

F = Academic achievement below the minimum required for course credit. 0.0

W = Official Withdrawal. No course credit.

I = Incomplete. See below for Incomplete Grade policy.

P = Pass. No course credit.

Z = No Pass. No course credit.

AU = Audit. No course credit.

Repeating Grades

A student has the choice to repeat any course to improve their cumulative grade point average (GPA). Repeating courses is one of the most efficient ways to quickly increase a student's GPA and to improve academic standing with the College. The approval of an Academic Dean is required for the student to repeat a course more than once. In the case of repeating grades, only the highest grade will be used when calculating the student's term and cumulative GPA. However, all attempts and earned grades will remain on the student's official transcript.

When calculating the transfer GPA, some institutions will use all grades including repeated attempts to determine admission or program eligibility. Also, federal financial aid may put limits on the number of attempts of the same course that can be paid for using federal funds. It is important to work with an academic advisor and financial aid staff to obtain the most updated information.

Students may access semester grades and transcripts and shall be notified of the grading system and requirements for academic credit courses by publication in the course outline, course catalog and student handbook and/or other means of communication approved by the College. Students will be responsible for being cognizant of grading policies and requirements, and changes or revisions made to such requirements, in the instructional program or programs in which they are enrolled.

Resolution to Amend Board Policy V.A.4: Student Records

Information

The intent of this policy amendment is to update the FERPA section of policy and to relocate the statement of opportunity to withhold student records.

A red-lined version of this policy is attached herewith reflecting all the changes mentioned above for review.

Recommendation

It is recommended that the Board of Trustees approves the changes as presented to Policy V.A.4: Student Records.

Policy V.A.4: Student Records

Family Educational Rights and Privacy Act (FERPA)

Erie County Community College accords all the rights under the Family Educational Rights and Privacy Act of 1974 (~~FERPA~~) to its students. The College collects, maintains, secures, and destroys student records for the educational welfare and advancement of its students. Access to and dissemination of student educational records shall at all times comply with applicable federal and state laws and regulations. In accordance with FERPA, personally identifiable information contained in student education records shall not be disclosed without a student's prior written consent, except in cases in which FERPA authorizes disclosure without such prior consent. Such cases include disclosures that are made to:

- College officials with a legitimate educational interest in the information;
- Other schools to which a student is transferring or seeks to enroll;
- Specified officials for audit or evaluation purposes;
- Appropriate parties in connection with financial aid to a student;
- Organizations conducting certain studies for or on behalf of the school;
- Accrediting organizations;
- Appropriate officials in cases of health and safety emergencies;
- State and local authorities, within a juvenile justice system, pursuant to state law;
- Victims of violent crimes and certain sex offenses, in accordance with the requirements of Title IX.

The College may also disclose records to comply with a judicial order and/or a lawfully issued subpoena. The College may further disclose information that has been designated as directory information, in its discretion and without the student's prior consent, unless the student has previously notified the College in writing that the student does not want his or her directory information to be disclosed.

In accordance with FERPA, the College affords current and former students the right to access their records. The College shall provide annual notification to students of their rights concerning student records, as required by FERPA, including the following:

1. The right to inspect and review the student's education record within forty-five (45) days of the College's receipt of the request for access;
2. The right to request amendment of the student's education records that the student believes are inaccurate, misleading or otherwise violate the student's privacy rights;
3. The right to a hearing if a request to amend a student's education records is denied;

4. The right to provide written consent before the College discloses personally identifiable information from the student's education records, except to the extent that FERPA authorizes disclosure without consent;

5. The right to file a complaint with the U.S. Department of Education's Family Policy Compliance Office concerning alleged failures by the College to comply with the requirements of FERPA.

▲ Students may not inspect and review the following, as outlined by the Act:

- Financial information submitted by their parents;
- Confidential letters and recommendations associated with admissions;
- Recommendations for employment, job placement, or honors to which they have waived their rights for inspection and review;

Education records containing information about more than one student, in which case the College will permit access only to that part of the record which pertains to the inquiring student.

The Administration shall develop and maintain regulations and procedures to implement the requirements of this Policy. Such regulations and procedures shall, at a minimum, describe and/or identify the following:

- the means by which annual FERPA notices shall be provided to students;
- the custodian(s) of and retention periods for student education records; the procedure(s) through which students may request access to and/or challenge information contained in their education records;
- the types of information which the College has designated as directory information, and the process by which students can opt out of disclosures of directory information;
- the types of records and information that are not maintained or required to be maintained as part of the student's education record or to which the student does not otherwise have a right of access under FERPA;
- the circumstances in which personally identifiable information contained in the student's education records may be disclosed without the student's prior consent.

Withholding Student Records

In cases where a student has an outstanding financial commitment to the College, official transcripts may be withheld until such time as the commitment has been addressed.

Policy V.A.4: Student Records

Family Educational Rights and Privacy Act (FERPA)

Erie County Community College accords all the rights under the Family Educational Rights and Privacy Act of 1974 to its students. The College collects, maintains, secures, and destroys student records for the educational welfare and advancement of its students. Access to and dissemination of student educational records shall at all times comply with applicable federal and state laws and regulations. In accordance with FERPA, personally identifiable information contained in student education records shall not be disclosed without a student's prior written consent, except in cases in which FERPA authorizes disclosure without such prior consent. Such cases include disclosures that are made to:

- College officials with a legitimate educational interest in the information;
- Other schools to which a student is transferring or seeks to enroll;
- Specified officials for audit or evaluation purposes;
- Appropriate parties in connection with financial aid to a student;
- Organizations conducting certain studies for or on behalf of the school;
- Accrediting organizations;
- Appropriate officials in cases of health and safety emergencies;
- State and local authorities, within a juvenile justice system, pursuant to state law;
- Victims of violent crimes and certain sex offenses, in accordance with the requirements of Title IX.

The College may also disclose records to comply with a judicial order and/or a lawfully issued subpoena. The College may further disclose information that has been designated as directory information, in its discretion and without the student's prior consent, unless the student has previously notified the College in writing that the student does not want his or her directory information to be disclosed.

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2. The right to request amendment of the student's education records that the student believes are inaccurate, misleading or otherwise violate the student's privacy rights;
3. The right to a hearing if a request to amend a student's education records is denied;

4. The right to provide written consent before the College discloses personally identifiable information from the student's education records, except to the extent that FERPA authorizes disclosure without consent;

5. The right to file a complaint with the U.S. Department of Education's Family Policy Compliance Office concerning alleged failures by the College to comply with the requirements of FERPA.

• Students may not inspect and review the following, as outlined by the Act:

- Financial information submitted by their parents;
- Confidential letters and recommendations associated with admissions;
- Recommendations for employment, job placement, or honors to which they have waived their rights for inspection and review;

Education records containing information about more than one student, in which case the College will permit access only to that part of the record which pertains to the inquiring student.

The Administration shall develop and maintain regulations and procedures to implement the requirements of this Policy. Such regulations and procedures shall, at a minimum, describe and/or identify the following:

- the means by which annual FERPA notices shall be provided to students;
- the custodian(s) of and retention periods for student education records; the procedure(s) through which students may request access to and/or challenge information contained in their education records;
- the types of information which the College has designated as directory information, and the process by which students can opt out of disclosures of directory information;
- the types of records and information that are not maintained or required to be maintained as part of the student's education record or to which the student does not otherwise have a right of access under FERPA;
- the circumstances in which personally identifiable information contained in the student's education records may be disclosed without the student's prior consent.

Withholding Student Records

In cases where a student has an outstanding financial commitment to the College, official transcripts may be withheld until such time as the commitment has been addressed.

Resolution to Adopt EC3 Value Definitions

Information

The following EC3 Values were defined through collaboration of the College Values Committee and the Board of Trustees. They define the values that are listed in the College's adopted Strategic Plan.

Diversity - EC3 promotes fair treatment of all people and respect for all ideas.*

Innovation - EC3 forges a new path to provide innovative, creative, and modern methods that help all students succeed with 21st century realities.

Employability - EC3 produces graduates who have the knowledge, skills, abilities, and confidence needed to reach their career goals.

Developing Human Capital - EC3 graduates are skilled, able, and ready to help Erie County and the greater region realize its potential in both workforce and economic development.

Community - EC3 proudly serves as the Erie County region's college advancing collaborations and mutual partnerships to serve the needs of an ever-changing population and workforce need.

Excellence - EC3 sets the highest standard of post-secondary education quality through the establishment of ambitious goals, efficient processes, and innovative programs of study.

Sustainability - EC3 follows an improved business model to ensure viability and recognize the challenges facing higher education.

Future Ready - EC3 intentionally and aggressively pursues workforce readiness consistent with future and present needs.

Recommendation

It is recommended that the Board of Trustees adopt the definitions of the EC3 Values that are part of the College's Strategic Plan.

Approval of Lease with Corry Higher Educational Council
from January 1, 2023-December 31, 2023, for \$30,000

Information

EC3 is seeking approval from the Board of Trustees to enter into a lease agreement with the Corry Higher Education Council to lease two (2) classrooms and one (1) office space located at 221 N. Center St., Corry PA 16407 in the amount of \$30,000 with an option to extend the lease for one (1) additional term of 12 months beginning on January 1, 2024.

See the attached lease herewith for specifics to review.

Recommendation

It is recommended that the Board of Trustees approves the lease agreement with the Corry Higher Educational Council as specified above and herewith the attached lease.

CLASSROOM LEASE AGREEMENT

THIS CLASSROOM LEASE AGREEMENT (the “**Lease**”) is made and entered into as of this 12th day of January, 2023, by and between **CORRY HIGHER EDUCATION COUNCIL**, hereinafter referred to as the “**Lessor**”, and **COMMUNITY COLLEGE OF ERIE COUNTY**, hereinafter referred to as the “**Lessee**”.

In consideration of the mutual covenants and promises herein contained, and with the intention to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I LEASED PREMISES

1.1 The Lessor hereby leases to the Lessee, effective January 1, 2023, and subject to the terms and conditions of this Lease, that certain portion of the The Corry Higher Education Council Building consisting of two (2) classrooms and one (1) office space reflected on **Exhibit A**, with appropriate access, located at 221 N. Center St., Corry PA 16407, hereinafter referred to as the “**Leased Premises**”.

ARTICLE II TERM OF LEASE

2.1 The term of this Lease shall commence January 1, 2023, for a period of (12) months ending on December 31, 2023 (the “**Initial Term**”).

2.2 Lessee shall have the option to extend this Lease for one (1) additional term of 12 months beginning on January 1, 2024 (the “**Option Term**”). If the Lessee elects to exercise this option, it shall provide written notice to the Lessor of its intention to exercise said option at least thirty (30) days in advance of the expiration of the Initial Term of the Lease.

2.3 The Initial Term and the Option Term shall be collectively referred to as the “**Term**” herein.

ARTICLE III RENT AND UTILITY CHARGES; USE OF CLASSROOM

3.1 For the Initial Term or Option Term, The Lessee shall pay rent equal to (\$30,000). The rent shall be payable at the start of the Initial Term or Option Term.

3.2 The Lessor shall throughout the term of this Lease, pay or cause to be paid all charges (including any assessment for improvements) incurred on and after commencement of the term of this Lease for gas, electricity, light, heat, power, telephone, sewer and water rent or charges, or other services used, rendered or supplied to the Lessee in connection with the Leased Premises. The Lessor shall be responsible for the cost of such charges incurred by or services used, rendered or supplied to the Lessor prior to commencement of the initial term of this Lease.

3.3 Lessee shall have the right to use and utilize at no additional cost all computers and other classroom technologies on the Leased Premises, including without limitation the technologies noted on **Exhibit B**. In addition, Lessee shall have the right to use and utilize at no additional cost all furnishings on the Leased Premises.

3.4 Lessor and Lessee will participate in regular on-going monthly meetings throughout the term of this Lease to ensure sufficient operations at the Leased Premises.

3.5 Lessor will provide basic level student support services to students of the Lessee. Lessor staff/personnel will make direct referrals to appropriate Lessee resources and/or services.

ARTICLE IV INSURANCE

4.1 The Lessor shall, throughout the term of this Lease, keep constantly insured at its full insurable value against loss or damage by fire, windstorm, lightning, riot, civil commotion, malicious mischief, vandalism and those perils included from time to time in the so-called extensive coverage insurance endorsement, the buildings and improvements including the Leased Premises.

4.2 The Lessee shall also be responsible for insuring all property which may be stored in or upon the Leased Premises.

4.3 The proceeds of the policy of insurance provided for in Section 4.1 hereof shall be payable to the Lessor.

4.4 The Lessee shall, throughout the term of this Lease, maintain sufficient insurance in amounts proper (not less than \$1,000,000 per person/\$1,000,000 per occurrence) to protect the parties with respect to general public liability and property damage caused by virtue of the Lessee's use or occupancy of the Leased Premises. Such policies, by their terms, shall indemnify the Lessor and the Lessee as their respective interests may appear and the Lessee shall provide evidence thereof to the Lessor.

4.5 The cancellation of the insurance required hereinabove shall be construed as a breach of the Lessee's covenants and warranties hereunder and the Lessor shall have the right to eject the Lessee from the Leased Premises without losing or waiving any of its rights hereunder.

4.6 Upon securing the insurance coverages required pursuant to this Article, the Lessee shall give written notice thereof to the Lessor, together with a certified copy of the applicable insurance binders. Proof shall also be given by the Lessee to the Lessor that each of the policies required pursuant to this Article expressly provides that said policy shall not be cancelled or altered without thirty (30) days' prior written notice to the Lessor.

ARTICLE V
REPAIRS AND MAINTENANCE

5.1 The Lessor shall at all times during the term hereof, faithfully maintain and keep in good order and repair the sewer connections, plumbing work, heating and air conditioning apparatus, gas, electric, light and water fixtures and shall pay all costs or expenses necessary for keeping the Leased Premises and the appurtenances thereto in such order and repair. The Lessee shall not be responsible for all infrastructure maintenance of the Leased Premises. The Lessee shall not be responsible for any cost for repairs or maintenance incurred by the Lessor prior to the commencement of the term of this Lease. The Lessee shall, at the expiration of the term hereof, surrender the Leased Premises to the Lessor in as good condition and repair as at the commencement of said term, except for reasonable wear and tear and acts of God.

5.2 The Lessee shall not alter, modify or improve the Leased Premises without receiving the prior written consent of the Lessor, at Lessee's expense and any such alterations, additions, improvements and fixtures (except trade fixtures) made or placed in or upon the Leased Premises shall, upon expiration of this Lease, belong to the Lessor without compensation to the Lessee. The Lessee will not permit any mechanics or other liens to be established or remain against the Leased Premises for labor or materials furnished in connection with any such additions, improvements, repairs, or replacements made by the Lessee. The Lessor will not permit any mechanics or other liens to be established or remain against the Leased Premises for labor or materials furnished in connection with any such additions, improvements, repairs, or replacements made by the Lessee. The Lessor will not permit any mechanics or other liens to be established or remain against the Leased Premises for labor or materials furnished in connection with any such additions, improvements, repairs, or replacements made by the Lessor.

5.3 The Lessee will not cause, or permit to be caused, any act or practice, by negligence, omission or otherwise, that would violate any federal, state or local laws, regulations or guidelines applicable to the Leased Premises, now in effect or hereafter enacted, relating to environmental protection or the disposition of hazardous substances. Any violation of this covenant shall be an event of default under this Lease. The Lessee assumes sole responsibility for, and will indemnify the Lessor with respect to, the complete clean-up of any condition on the Leased Premises arising out of Lessee's occupancy which may adversely affect the environment, whether such clean-up is pursuant to judicial or administrative order or at the direction of the Lessor in its sole discretion. This covenant shall survive termination of this Lease.

5.4 The Lessee shall not be responsible for any act or practice, which occurred prior to commencement of the term of this Lease, that would violate any federal, state or local laws, regulations or guidelines applicable to the Leased Premises, now in effect or hereafter enacted, relating to environmental protection or the disposition of hazardous substances. The Lessor assumes sole responsibility for, and will indemnify the Lessee with respect to, the complete clean-up of any condition on the Leased Premises prior to the commencement of the initial term of this Lease which may adversely affect the environment, whether such clean-up is pursuant to judicial or administrative order. This covenant shall survive the termination of this Lease.

5.5 Should the Leased Premises be damaged or destroyed by fire, tornado, earthquake or other catastrophe, rendering the same unfit for conduct of the Lessee's business therein, the Lessor may elect to restore or rebuild the Leased Premises to the condition existing before such catastrophe. Any restoration so undertaken by the Lessor shall be at the Lessor's expense and shall be completed within sixty (60) days from said catastrophe, during which time this Lease shall remain in effect. Should the Lessor elect not to restore the Leased Premises, or be unable to do so, then this Lease may be terminated by either party upon written notice to the other effective as of the date of the catastrophe. The Lessor shall make any election herein granted within fifteen (15) days from the happening of the catastrophe, in default of which election, the Lessee may cancel this Lease effective at the expiration of said fifteen (15) days.

ARTICLE VI ASSIGNMENT

6.1 The Lessee shall not have the privilege of assigning this Lease, or subletting all or part of the Leased Premises.

6.2 The Lessor is expressly given the right to assign any or all of its interest under this Lease, provided such assignment does not unreasonably interfere with the Lessee's quiet enjoyment of the Leased Premises during the remainder of the term of this Lease.

ARTICLE VII INDEMNITY OF LESSOR

7.1 The Lessee agrees that it will save harmless and indemnify the Lessor from all losses, costs, expenses, claims, causes of action, and demands of every kind and character of, by or in favor of any person, firm or corporation whether by way of damage or otherwise, unless said loss, cost, expense, claim, cause of action, or demand arose from the Lessor's active negligence hereunder.

7.2 The Lessor agrees that it will save harmless and indemnify the Lessee from all losses, costs, expenses, claims, causes of action and demands of every kind and character of, by or in favor of any person, firm or corporation whether by way of damage or otherwise arising from the Lessor's active negligence hereunder.

ARTICLE VIII TERMINATION

8.1 Upon the termination of the Lessee's rights hereunder, the Lessee will surrender possession of the Leased Premises to the Lessor, together with the buildings and improvements thereon, in good condition and repair, pursuant to the obligations imposed by Article VI hereof, which premises, buildings and improvements shall thereupon revert to and become the property of the Lessor to have and to hold in fee simple, free of all claims of the Lessee, its successors or assigns.

**ARTICLE IX
RIGHTS OF LESSOR**

8.2 For purposes of determining the Lessee's performance of its covenants under Article VI hereof, the Lessor shall have the right to inspect the Leased Premises from time to time as deemed reasonably necessary by the Lessor throughout the term of this Lease.

8.3 In the event that the Lessee shall make an assignment for the benefit of its creditors, or a receiver be appointed for the Lessee, or in case a petition for adjudication of Lessee as a voluntary or involuntary debtor shall be filed under the Acts of Congress relating to bankruptcy and the Lessee be adjudicated a debtor thereon, or because of a petition filed voluntarily or involuntarily, for reorganization under the Bankruptcy Code, during the continuance of this Lease, without having first paid and satisfied the Lessor in full for all rent, utility or maintenance costs, which may become due and payable during said term, then this Lease shall thereupon forthwith terminate, and the Lessor shall forthwith take possession of the Leased Premises, but not of the right hereunder as to the remainder of the term of this Lease as shall accrue to such assignee, trustee in bankruptcy, receiver or purchaser at judicial sale and the Lessor in such case shall only be entitled to the rent, utility or maintenance costs hereunder according to law.

8.4 On failure of the Lessee to keep all the covenants of this Lease, and such default continues for a period of fifteen (15) days, and provided that the Lessor shall have given to the Lessee ten (10) days written notice by registered mail, at the Lessee's office of the Lessor's intention to enter judgment under this clause, or to remove the Lessee from the Leased Premises at the termination of the same, then the Lessee hereby authorizes and empowers any attorney of any Court of Record in Pennsylvania, or elsewhere, to appear for it and confess and enter judgment for the total sum due during the term of the Lease, with or without declaration, with cost of suit and reasonable attorney's fees, release of errors, without stay of execution; and the Lessee does hereby waive and release all relief from any and all appraisement, stay and exemption laws of any state now in force or hereafter to be passed; or the Lessor may issue a landlord's warrant for collection of such rental, utility or maintenance costs in case default be not made good after such notice as aforesaid; or the Lessor at its option may proceed by action of ejectment on this Lease after default made as aforesaid, and in such case, the Lessee hereby authorizes and empowers any attorney of any Court of Record to appear for it in an amicable action of ejectment for the Leased Premises to be entered by the Prothonotary, and confess judgment therein in favor of the Lessor against the Lessee for the Leased Premises, and authorizes the issuing of a Writ of Possession with Writ of Execution for the costs.

8.5 If the Lessee be in default in the performance of any of its covenants hereunder, the failure to perform which would impose financial obligation or risk on the Lessor, the Lessor may pay, perform and discharge such covenant or obligation of the Lessee and the amount or amounts so paid shall be deemed and taken as additional rent due and payable from the Lessee.

8.6 A determining of the term, or the receipt of rent, utility or maintenance costs after default or after judgment, or after execution, shall not deprive the Lessor of other actions against the Lessee for possession, or for damages, and no waiver of a breach of any of the

covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant. The Lessor may cumulatively use any or all of the remedies herein given and those prescribed by law.

8.7 The Lessor shall exercise no rights accruing to the Lessor hereunder by reason of any default of the Lessee, unless prior to the exercise of such right, the Lessor shall have given ten (10) days written notice by registered mail to the Lessee, at the Lessee's office.

8.8 In the event that the Lessee shall breach any of the terms of this Lease and the Lessor, not being in default, shall be required to employ attorneys to protect or enforce its rights hereunder and shall prevail thereon, then the Lessee agrees to pay the Lessor's reasonable attorneys' fees so incurred.

ARTICLE X MISCELLANEOUS

8.9 The terms and conditions of this Lease shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and any action arising hereunder shall be brought in Erie County, Pennsylvania. The Lessor and the Lessee hereby consent and agree to personal jurisdiction in Erie County, Pennsylvania.

8.10 All notices required to be given under this Lease shall be given by certified or registered mail, addressed to the proper party at the last known address of said party.

8.11 This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns (when permitted hereunder).

8.12 No modification, amendment or alteration of the terms of this Lease shall be binding unless the same shall be in writing, dated subsequent to the date hereof, and duly executed by the Lessor and the Lessee.

8.13 Time shall be of the essence for all purposes under this Lease.

[The remainder of this page is intentionally left blank.]

[Signature page immediately follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Classroom Lease Agreement to be executed by its duly authorized officers as of the day and year first above written.

LESSOR:
CORY HIGHER EDUCATION COUNCIL

By: _____
Matthew Platz, Executive Director

LESSEE:
COMMUNITY COLLEGE OF ERIE COUNTY

By: _____
Dr. Christopher Gray, President

EXHIBIT A

Room 212

Room 200 OR Room 11 (Computer Lab)

Room 216 (office attached to Room 212)

EXHIBIT B

Instructor computer/laptop

Projector/large-screen monitor

Whiteboard (with markers)

Webcam

Printer/copier

TV/DVD/VCR

Wi-Fi/High Speed Internet

Presentation & Approval of MaherDuessel Audit

Information

Presentation of audit.

Recommendation

It is recommended that the Board motions to accept the audit report as presented.

Report to the EC3 Governing Board

BETSY KRISHER AND SARA REED

January 25, 2023

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Reports Issued

- Communications to Those Charged with Governance
- Single Audit Report
- Management Letter
- Agreed Upon Procedures

2

2

Documents to be Discussed Today

- ❑ Communications to Those Charged with Governance
- ❑ Single Audit Report

3

3

Communication to Those Charged With Governance

- ❑ Our Responsibilities under Auditing Standards Generally Accepted in the United State of America, Government Auditing Standards, Uniform Guidance
- ❑ Significant Accounting Policies
- ❑ Accounting Estimates
- ❑ Disclosures
- ❑ Difficulties Encountered in Performing the Audit
- ❑ Corrected and Uncorrected Misstatements

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4

Communication to Those Charged With Governance (cont.)

- ❑ Disagreements with Management
- ❑ Management Representations
- ❑ Management Consultations with Other Independent Accountants
- ❑ Items Discussed Prior to Retention of Independent Auditors
- ❑ Other Matters
- ❑ Other Audit Findings or Issues

5

5

Summary of Financial Statements

- ❑ Independent Auditor's Report
 - Unmodified Opinion
- ❑ Financial Statement Highlights
 - Significant capital asset additions
 - Right of use asset – lease; Lease liability
 - Unearned revenues
 - Student tuition and fees
 - County CSLFR Grant

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Summary of Footnotes

- ❑ Adopted/Pending accounting standards (FN 2)
 - Adopted GASB 87 – Leases
 - Pending GASB 96 – Information Technology Arrangements

Contact Information

Betsy Krisher, Engagement Partner	Sara Reed, Manager
bkrisher@md-cpas.com	sreed@md-cpas.com
412.535.5503	412.315.3571

Resolution to Lease Computer Equipment from
GovConnection, Inc. in the Amount of \$515,334.45

Information

In preparation for the upcoming academic year and closing out this fiscal year the IT department is requesting authorization to lease IT equipment for all campuses faculty, staff, and students from GovConnection, Inc., (CoStars approved), for 36 months at a cost of \$515,334.45.

The College is also leasing projectors for our EC3 Summit location for the amount of \$38,608.65.

Recommendation

It is recommended that the Board of Trustees approves the contract with GovConnection, Inc. to lease IT equipment.

Information Report: Human Resources/Diversity Office

HUMAN RESOURCES

Summary of Employee Count

- Total full-time and part-time active faculty and staff, 36*, as of 1/20/2023
*Excludes adjunct faculty as there are none teaching on 1/20/23; school not in session

Separations, Promotions & Transfers

None in November, December, or thus far this month (January).

Personnel Committee

The Personnel Committee met on 1/9/2023.

New Hires

Name	Status	Position	Start Date
Hoffman, Julie	FT	Assistant to the Deans	January 9, 2023
Blacklaw, Stuart	FT	Dean of Academics	December 5, 2022
Ray, Christopher	FT	Director of IT	December 5, 2022

Incoming Hires

Name	Status	Position	Start Date
Nicholson, Erik	PT	Adjunct, CIS	February 2, 2023
Abreu-Baker, Brenda	PT	Adjunct, FYE	February 2, 2023
Smith, Sierra	PT	Adjunct, Psychology	February 2, 2023
Walker, John	PT	Adjunct, Business	February 2, 2023
Culver, Garrett	PT	Adjunct, CIS	February 2, 2023

Open Positions

- School Custodian, FT
- Adjunct Faculty - *Ongoing for applicant pool*

OFFICE OF DIVERSITY

2023 Diversity Calendar attached.

January 2023

1/16 *Martin Luther King, Jr. Day*

EC3 supported the MLK Center's annual MLK dinner by purchasing a full table.

EC3 recognized the day on social media.

February 2023

Black History Month

Plans to celebrate it by engaging the students are underway.

Email shares will also be done (as previously done with Hispanic Heritage and Native American Months).



DIVERSITY CALENDAR 2022 - 2023

JANUARY

16 Martin Luther King, Jr. Day

FEBRUARY

BLACK HISTORY MONTH

MARCH

NATIONAL WOMEN'S HISTORY MONTH

IRISH-AMERICAN HERITAGE MONTH

APRIL

ARAB-AMERICAN HERITAGE MONTH

CELEBRATE DIVERSITY MONTH

MAY

ASIAN AMERICAN & PACIFIC ISLANDER HERITAGE
MONTH

JUNE

LGBTQIA PRIDE MONTH

8 Race Unity Day

19 Juneteenth

JULY

4 Independence Day

26 National Disability Independence Day

AUGUST

SEPTEMBER

HISPANIC HERITAGE MONTH

Sept. 15-Oct. 15

OCTOBER

ITALIAN-AMERICAN HERITAGE MONTH

NOVEMBER

NATIONAL NATIVE AMERICAN HERITAGE MONTH

DECEMBER

Information Report: Workforce Development

Information

Workforce Coordinator Doug Massey and has been actively meeting and forming partnerships with businesses from various industries throughout the Erie County region who have an interest in collaborating with EC3. The companies listed in this report are new businesses, additional meetings and partnerships that have taken place since the November 2022 board meeting.

New/Recurring Meetings

Manufacturing

Modern Industries	Interested in CNC and customized training
Eriez Magnetics	CNC and Industrial Maintenance training
Custom Engineering	CNC and Industrial Maintenance training Interests
Thayer Power	Interested in Fiber Optics Installer Program

Workforce Partnerships

- **Erie Regional Manufacturer’s Partnership (ERMP):** Workforce Development has coordinated and formed a partnership with the ERMP which is comprised of more than 20 of the largest manufacturers in Erie County to collaborate on training needs. EC3 hosted the ERMP and they met with Dr. Gray and Dean Walker to discuss the current and long term needs in their industries which include incumbent worker training as well as customized training. An immediate outcome of the meeting resulted in nearly filling the CNC Programmer cohort and the scheduling of several follow up meetings for skills upgrade training.
- **VNet:** The Fiber Optics Installer Tech partnership is advancing. Workforce Development has selected an instructor and he will be attending training in February. VNet has agreed to start the program at their downtown facility and will offer the use of its equipment for the initial cohort. The cohort is expected to begin in the spring.
- **The Mid Atlantic Submarine Talent Pipeline (MASTP) Project:** Workforce Development has met with four manufacturers who are paired with EC3 on the US Navy submarine building project. The manufacturers show a need in Industrial Maintenance and CNC Machining. These manufacturers will hire EC3 graduates and intend to send individuals for skills training.



Minutes for Meeting Book - November 16, 2022 Board of Trustees Regular Meeting

11/16/2022 | 05:00 PM - (GMT-05:00) Eastern Time (US & Canada)

EC3 Erie West

Attendees (9)

President Chris Gray, PhD; Assistant to the President/Secretary to the Board Renee Triana; Treasurer/Controller Phil Forte; Vice President Guy Goodman; Dean Keri Bowman; Dean Rebecca Walker; HR Director Luisa Heifner; Librarian Mari Howells; Solicitor Tim Wachter

Call to Order

Time: 5:00pm

Roll Call

Trustee	Roll Call
Justin Gallagher	Y via Zoom
Kurt Hersch	Y
Robert Merrill	Y
Dave Mitchell	Y via Zoom
Rev. Dr. Charles Mock	Not Present
Vice Chairperson Christina Vogel	Y
Secretary Annette Wagner, M.D.	Y at 5:08pm
Chairperson Cheryl Rush Dix	Y

Pledge of Allegiance

Approval of Meeting Minutes

Trustee	Motion 1	Vote
Justin Gallagher		Y
Kurt Hersch	1	Y
Robert Merrill	2	Y
Dave Mitchell		Y
Rev. Dr. Charles Mock		Not Present
Vice Chairperson Christina Vogel		Y
Secretary Annette Wagner, M.D.		Y
Chairperson Cheryl Rush Dix		Y

Public Participation

None

Communication

A. President's Report-Dr. Gray reported that the College has new articulation agreements. Dr. Gray also visited Allegheny College and discussed several opportunities for partnerships. Dr. Gray also met with County Executive, Brenton Davis along with UPMC Hamot, Allegheny Health Network, and LECOM to discuss county wide partnerships to provide training for the health care industries. Dr. Gray also notified the Board of upcoming PA Commission for Community Colleges (PACCC) trustee meetings that they may attend. Trustee Hersch asked how the articulation agreements work. Dr. Gray explained that the details vary per agreement, but the institutions accept all courses on a one-on-one basis but promise to take the credits.

B. Academic Committee-Committee Chair Secretary Wagner, MD announced that the first committee meeting with new members met yesterday. She highlighted that the committee is bringing forth the policy change for Academic Standing tonight that is pro student. She also informed the trustees that standing committee meetings had been set for the new year.

B. Chairperson-Chairperson Rush Dix reported a list of activities she participated in for the month of November including:

- a. Meeting with the President weekly
- b. November 2nd- EC3 Reception for JES speaker Tom Bodette
- c. November 3rd-MSCHE Trustee Education Session with Dr. Gray
- d. November 7th-MSCHE interview with the EC3 Trustees
- e. November 10th-Executive Committee Meeting
- f. November 15th-Academic Committee Meeting

Presentation- Erie School District Dual Degree with EC3

Dean Rebecca Walker explained that dual degree means that students are taking one set of courses that count towards two degrees simultaneously. This cohort runs annually. The first cohort has 6 students participating, but, moving forward, the goal is 20 students. She stated that EC3 is the only program where the college credits count towards their core high school credits as well as college credits towards a degree vs general education credits. The first dual degree cohort is with the Erie School District. There are plans to offer a dual degree program for county high schools in the future. High school juniors participate in the program during their junior and senior year. Students come to EC3 Erie West in the afternoon and follow the College's academic calendar. The students qualify for the program by meeting the same assessment that the College applicants are required to meet. If the applicants don't receive a qualifying score on their entrance assessment, they can follow a study plan to improve. When the students graduate from the program, they will have met their requirements for high school graduation and graduate with an Associate of Arts degree. A study time prior to class has been added to the program to allow the students additional time to study and complete assignments. The instructor is present during the hands on and planned study time. The first cohort is tuition free for students since the College currently has free tuition to Erie County residents. The Erie School District pays for fees, books, and transportation. The cohorts will continue to evolve in efficiency, cost, and enrollment now that EC3 Erie West is secured.

Presentation- Information Literacy

Librarian and Learning Support Specialist Mari Howell presented. Ms. Howell explained how the library's function has evolved from a traditional library with hard copy books to an information literacy center where students find information on the internet and evaluate it for authenticity in an ethical manner. This knowledge can be used in problem solving at work, life, in addition to education and helps students meet gen ed goals in evaluating solutions. Association of College Research Libraries (ACRL) took MSCHE standards and created a framework for colleges. Ms. Howells explained that her role has evolved as time has gone on, with students initially asking questions concerning technology issues to now asking reference questions. Ms. Howells collaborates with faculty to meet the needs of students and creates an

open, welcoming atmosphere for students. The EC3 library, while nontraditional, is used by students in a very traditional manner, serving as an area to study and a place to write and research papers. It is the academic hub of EC3. Students can have information overload when using the internet and are not familiar with the tools available to them. Ms. Howells demonstrates website evaluation, strategic researching with Google, scholarly vs. popular, article database (Academic Search Elite) and e-book database, plagiarism, and citations for the students. She provides a structure for students to research in the correct way. Through this one-on-one help students become comfortable and build trust within the library environment. Ms. Howells shared that the library can be accessed off campus and that her contact information is provided at the bottom of all syllabi. Ms. Howells also informed the Trustees that most of the classes use Open Educational Resources (OER) and that she provides these resources to faculty. This saves the EC3 students a significant amount of money while meeting their educational goals. The Trustees asked for a future presentation on OERs.

**New Business-Resolution to Adopt Board Policy: V.A.2: Academic Standing
Board Report #22-82 (pg. 4-6)**

Trustee	Motion 2	Vote
Justin Gallagher		Y
Kurt Hersch	2	Y
Robert Merrill		Y
Dave Mitchell		Y
Rev. Dr. Charles Mock		Not Present
Vice Chairperson Christina Vogel		Y
Secretary Annette Wagner, M.D.	1	Y
Chairperson Cheryl Rush Dix		Y

New Business-Approval of Lease Agreement between EC3 and The Benedictine Sisters of Erie, Inc. for the Property at 330 E. 10th Street (EC3 Erie East) January 1, 2023-December 31, 2023 Board Report #22-83 (pg. 7)

Trustee	Motion 3	Vote
Justin Gallagher		Y
Kurt Hersch		Y
Robert Merrill		Y
Dave Mitchell		Y
Rev. Dr. Charles Mock		Not Present
Vice Chairperson Christina Vogel		Y
Secretary Annette Wagner, M.D.	1	Y
Chairperson Cheryl Rush Dix	2	Y

The approved lease agreement is on file in the President's Office.

Future Agenda Items/Summary Comments by Board Members

The Trustees would like a presentation on Open Educational Resources (OER) at the January Board Meeting.

Chairperson Rush Dix reminded Trustees that the Quarterly Breakfast for College updates to the community is Tuesday, December 6th at 7:30am in the Presidential Suite at EC3 Erie West and to please invite friends. Dr. Gray said potential topics may include success coaches, the CNC program, and student testimonials. The program will start right at 8:00am and finish at 8:45am.

For Information

Executive Session

None

Motion to Adjourn

Time: 6:02pm

Trustee	Motion 4	Vote
Justin Gallagher		Y
Kurt Hersch	2	Y
Robert Merrill	1	Y
Dave Mitchell		Y
Rev. Dr. Charles Mock		Not Present
Vice Chairperson Christina Vogel		Y
Secretary Annette Wagner, M.D.		Y
Chairperson Cheryl Rush Dix		Y

Next Regular Meeting, January 25, 2022, at 5:00pm