



## Minutes for \* Meeting Book - November 15, 2023 Board of Trustees Regular Meeting

11/15/2023 | 05:00 PM - (GMT-05:00) Eastern Time (US & Canada)

EC3 Erie West

### Attendees (12)

Founding President Chris Gray Ph.D.; Renee Triana Executive Assistant and Secretary to the Board; Executive Vice President Guy Goodman; CFO Frank Moore; Assistant Vice President Keri Bowman; Dean Stuart Blacklaw; Dean Rebecca Walker; IT Director Chris Ray (via Zoom); Consultant Dennis Matthews (via Zoom); Solicitor Tim Wachter; and MaherDuessel Representatives Betsy Krisher and Sara Reed.

### Call to Order

Time: 5:02pm

### Roll Call

Trustee	Roll Call
Justin Gallagher	Y via Zoom
Secretary Kurt Hersch	Y
Robert Merrill	Y
Rev. Dr. Charles Mock	Y
Msg. David Rubino	Y
Vice Chairperson Dr. Michael Victor	Y
Christina Vogel	Y via Zoom 5:13pm
Annette Wagner, M.D.	Not Present
Chairperson Cheryl Rush Dix	Y

## Approval of October 25, 2023 Regular Meeting Minutes (pg. 34-42)

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

The motion to approve the October 25, 2023 meeting minutes was approved unanimously via voice vote.

### Public Participation

None

### Communication

**A. President's Report:** Dr. Gray pointed out the new marketing in the room celebrating our students and achievements and noted they would be throughout the building. Dr. Gray also congratulated Luke Hummer, EC3's Welding Instructor, for being recognized by his peers in American Welding Society's District 10 as the recipient of the Section Private Sector Instructor Award for his contributions to the American Welding Society and the welding industry in 2023. Finally, Dr. Gray reported spring enrollment is up 42.7% in Full Time Equivalents.

**B. Finance Committee:** Chair Trustee Gallagher, in addition to referring to the Trustees to the reports in the packet, thanked the finance team on their efforts to respond to audit requests and for another successful audit. Trustee Gallagher and Dr. Gray also thanked Betsy Krisher, Sara Reed from MaherDuessel for the ease of doing business. The Trustees had no questions about the finance reports.

**C. Chairperson of the Board:** Chairperson Rush Dix reported the events she attended in October and November on behalf of the College. She noted that a prospective Board retreat

would occur in February of 2024. She also confirmed the meeting dates for the standing committees.

**D. Other:** None

**Presentation of MaherDuessel Audit Report**

See the attached presentation. There were no questions from the Trustees. The audit was thoroughly reviewed with the Finance Committee on Monday prior to the Trustee’s meeting. Dr. Gray wanted to publicly thank the auditors for helping show the College how and where to grow. The auditors replied that they were happy to play a small part in serving the students of Erie County.

**New Business-Resolution to Approve MaherDuessel 2023 Audit as Presented [Board Report #23-56] (pg. 5-17)**

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

The motion to approve the MaherDuessel 2023 Audit as presented passed unanimously via voice vote.

**New Business-Resolution to Approve the Agreement to Participate as a Grant Subrecipient for the Erie County Whole-Home Repairs Program [Board Report #23-57] (pg. 17-30)**

Dr. Gray informed the Board that this is a state funded program designed for homeowners to keep up home maintenance. He continued to say that the county needs to provide training for the homeowner and the County Executive asked EC3 to step forward to provide this training. Dr. Gray explained that this is basic construction skills training such as reading a tape measure and knowledge of tools and equipment. This is a three-year grant and could continue if it is successful and future funding is available.

**New Business Continued-Resolution to Approve the Agreement to Participate as a Grant Subrecipient for the Erie County Whole-Home Repairs Program [Board Report #23-57] (pg. 17-30)**

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

The motion to approve the agreement to participate as a grant subrecipient for the Erie County Whole-Home Repairs Program.

**New Business-Resolution to Approve the Contract with Welders Supply to Purchase \$66,026.35 of Supplemental Welding Equipment [Board Report #23-58] (pg. 31)**

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

The motion to approve the contract with Welders Supply to purchase \$66,026.35 of supplemental welding equipment passed unanimously via voice vote.

**New Business-Resolution to Approve the Purchase of Board Room Furniture from W.B. Mason in the Amount of \$38,157.20 [Board Report #23-59] (pg. 32)**

There was discussion due to several Board members concerned with the amount of the project and that the resources could be spent elsewhere with more impact. Dr. Gray explained that the furniture is part of the wider renovations that include the faculty space, dividing rooms for additional office space, and designated space for IT.

Trustees inquired if there were cheaper options. Dr. Gray responded that W.B. Mason was part of the state’s COSTARS program, Commonwealth of Pennsylvania's cooperative purchasing program and serves as a conduit through which registered and eligible Pennsylvania local public procurement units (LPPUs) and Pennsylvania state-affiliated entities (together "Members") are able to leverage contracts established by DGS to cost-effectively and efficiently identify suppliers with whom to do business. Trustee Gallagher asked if the College could do a bid proposal. Solicitor Wachter said that it would be difficult to do because there are so many variables and options that the specifications would need to be very specific.

The quote was reviewed by the Trustees, and it was determined there were multiple options within the bid. There was discussion as to what the Founder Room would be used for and it was concluded it was used for public meetings, leadership meetings, private meetings, and board meetings. Trustee Victor motioned to amend the resolution to authorize the purchase of office furniture from W.B. Mason not to exceed \$35,000 for EC3’s third floor community conference room.

<b>Trustee</b>	<b>Motion 5</b>	<b>Vote</b>
Justin Gallagher		N
Secretary Kurt Hersch		Y
Robert Merrill	2	Y
Rev. Dr. Charles Mock		Y
Msg. David Rubino		Y
Vice Chairperson Dr. Michael Victor	1	Y
Christina Vogel		Y
Annette Wagner, M.D.		Not Present
Chairperson Cheryl Rush Dix		Y

The motion to amend the resolution to authorize the purchase of office furniture from W.B. Mason not to exceed \$35k for the community conference room passed with one nay from Trustee Gallagher and seven ayes via voice vote.

**Future Agenda Items/Summary Comments by Board Members**

Trustee Gallagher mentioned that a management letter was provided by MaherDuessel as part of the audit. The management letter includes recommendations to the administration that are non-material and will help the College continue to improve its processes. The final audit is expected to be completed by the end of the month. The Finance Committee will review all the information and bring any necessary information forward to the Board. Trustee Gallagher said he doesn't expect any surprises or significance to report.

Trustee Vogel asked if Dr. Gray had heard anything concerning the College's progression with MSCHE's accreditation. Dr. Gray reported that he had not heard anything, but that he should hear soon and will report out immediately.

**Executive Session**

None

**Motion to Adjourn**

Time: 6:00pm

Trustee	Motion 6	Vote
Justin Gallagher		
Secretary Kurt Hersch	1	
Robert Merrill		
Rev. Dr. Charles Mock		Not Present
Msg. David Rubino	2	
Vice Chairperson Dr. Michael Victor		
Christina Vogel		
Annette Wagner, M.D.		Not Present
Chairperson Cheryl Rush Dix		

The motion to adjourn was approved unanimously via voice vote.

**Next Regular Meeting January 24, 2024, 5:00PM**



COMMUNITY  
COLLEGE

# Board of Trustees

## Regular Meeting

November 15, 2023

EC3 Erie West

2403 West 8th Street

Founder's Room 307

Erie, PA, 16505

Meeting ID: 864 7949 2792, Passcode: 113651



COMMUNITY  
COLLEGE

Meeting Book - November 15, 2023 Board of Trustees Regular Meeting

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1. Call to Order

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  2. Roll Call

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  3. Approval of October 25, 2023 Regular Meeting Minutes (pg. 33-41)

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  4. Public Participation

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  5. Communication
    - A. President's Report  
Chris Gray, Ph.D.
    - B. Finance Committee  
Trustee Justin Gallagher
      1. YTD Budget Summary 2023-2024 (pg. 3)
      2. October 2023 Bank Reconciliation (pg. 4)
    - C. Chairperson of the Board  
Chairperson Cheryl Rush Dix
    - D. Other

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  6. Presentation of MaherDuessel Audit Report (pg. 5-15)

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  7. New Business-Resolution to Approve MaherDuessel 2023 Audit as Presented [Board Report #23-56] (pg. 16)

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  8. New Business-Resolution to Approve the Agreement to Participate as a Grant Subrecipient for the Erie County Whole-Home Repairs Program [Board Report #23-57] (pg. 17-30)

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  9. New Business-Resolution to Approve the Contract with Welders Supply to Purchase \$66,026.35 of Supplemental Welding Equipment [Board Report #23-58] (pg. 31)

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  10. New Business-Resolution to Approve the Purchase of Board Room Furniture from W.B. Mason in the Amount of \$38,157.20 [Board Report #23-59] (pg. 32)

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  11. Future Agenda Items/Summary Comments by Board Members

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  12. Executive Session

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  13. Motion to Adjourn

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  14. Next Regular Meeting January 24, 2024, 5:00PM



*Erie County Community College*  
**YEAR-TO-DATE OPERATING & CAPITAL BUDGET REPORT**  
*Fiscal Year 2023-24 as of October 31, 2023*

	YTD Actual	YTD Budget	Actual vs. Budget	% Variance
<b>OPERATING &amp; CAPITAL REVENUES</b>				
Student Tuition	\$ 573,588	\$ 378,768	\$ 194,820	51.4%
Student Tuition Allowance	(516,229)	-	\$ (516,229)	0.0%
Student Technology Fee	2,500	23,673	\$ (21,173)	-89.4%
Student General Fee	128,160	35,510	\$ 92,651	260.9%
Student General Fee Allowance	(115,344)	-	\$ (115,344)	0.0%
Other Student Fees	-	42,000	(42,000)	-100.0%
Tuition from Noncredit Programs	-	70,667	(70,667)	-100.0%
County of Erie	1,000,000	2,000,000	(1,000,000)	-50.0%
Commonwealth of PA - Operating	-	738,666	(738,666)	-100.0%
Commonwealth of PA - Recurring Capita	343,255	343,255	(0)	0.0%
Commonwealth of PA - SS Reimburseme	122,425	20,000	102,425	512.1%
UAA Grant Reimbursement	16,999	3,813	13,186	345.8%
Investment Income	19,072	17,500	1,572	9.0%
Miscellaneous Income	9,106	2,000	7,106	355.3%
<b>Total Operating &amp; Capital Revenues</b>	<b>\$ 1,583,532</b>	<b>\$ 3,675,852</b>	<b>\$ (2,092,319)</b>	<b>-56.9%</b>
<b>APPLICATION OF FUNDS</b>				
Salaries	\$ 850,393	\$ 969,647	119,254	12.3%
Staff Benefits	216,378	375,478	159,100	42.4%
Other Expenses	158,581	369,312	210,731	57.1%
Contracted	183,884	75,733	(108,151)	-142.8%
Insurance	29,655	26,667	(2,988)	-11.2%
Travel	2,294	15,667	13,372	85.4%
Maintenance & Repairs	-	7,520	7,520	100.0%
Marketing	144,388	168,917	24,529	14.5%
Contingency	-	66,667	66,667	100.0%
Other Designated	-	42,500	42,500	100.0%
Leased Equipment & Software	271,233	322,032	50,799	15.8%
Facility	259,616	425,500	165,884	39.0%
<b>TOTAL EXPENSES</b>	<b>\$ 2,116,422</b>	<b>\$ 2,865,638</b>	<b>\$ 749,216</b>	<b>26.1%</b>
<b>Surplus/(Deficit)</b>	<b>\$ (532,890)</b>	<b>\$ 810,214</b>	<b>\$ (1,343,104)</b>	<b>-165.8%</b>

<b>Erie County Community College</b>
<b>Confirmation of Bank Statement Reconciliations</b>

	<b>Community College of Erie County</b>
Currency	USD
All EC3 Statements - Beginning Date	10/1/2023
All EC3 Statement - End Date	10/31/2023
Bank Statements Status - Reviewed & Reconciled	<b>Reconciled</b>

<b>Operating Account Balances</b>
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FNB	Current Balances
Operating	\$ 121,452.31
Investment Account	\$ 1,142,560.46
<b>Total Operating Account Balances</b>	<b>\$ 1,264,012.77</b>

<b>Designated Purpose Account Balances</b>
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FNB	
Advancement CD	\$ 1,516,960.94
Board Designated Reserves	\$ 1,166,666.00
<b>Total Designated Account Balances</b>	<b>\$ 2,683,626.94</b>
<b>Total Operating and Designated Account Balances</b>	<b>\$ 3,947,639.71</b>

<b>Other Designated Purpose Account Balances</b>
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Foundation Agency Fund <i>(not included in College account balances)</i>	\$ 1,527,884.50
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<b>Receivable - Funds State and County</b>
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Erie County - Quarterly Funding	\$ 1,000,000.00
State PDE - Operating & Capital	\$ 738,666.00
	<b>\$ 1,738,666.00</b>

# MaherDuessel

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## Report to the EC3 Governing Board

BETSY KRISHER AND SARA REED

November 15, 2023

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# Reports To Be Issued

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- ❑ Communications to Those Charged with Governance
- ❑ Single Audit Report
- ❑ Management Letter
- ❑ Draft documents to be discussed today to be finalized by December 1st
- ❑ Agreed Upon Procedures to be finalized no later than December 22nd

# Draft Documents to be Discussed Today

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- Communications to Those Charged with Governance
- Single Audit Report

# Communication to Those Charged With Governance

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- ❑ 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

# Communication to Those Charged With Governance (cont.)

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- ❑ Disagreements with Management
- ❑ Management Representations
- ❑ Management Consultations with Other Independent Accountants
- ❑ Items Discussed Prior to Retention of Independent Auditors
- ❑ Other Matters: RSI, AUP, SI

# Summary of Financial Statements

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- Independent Auditor's Report
  - Unmodified Opinion



# Summary of Financial Statements

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- ❑ Financial Statement Highlights
  - Implementation of GASB 96 on Subscription-based Information Technology Arrangements (“SBITAs”)-prior year restated to adopt
  - Increased Right of use asset – lease; Lease liability
  - Unearned revenues
  - Student tuition and fees
  - County CSLFR Grant
  - Expenses increased with increased activity
  - Less capital activity than the prior year
  - Overall net increase in net position for the year ended 6.30.23: \$806,313

# Summary of Footnotes

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- ❑ Adopted/Pending accounting standards (FN 2)
  - Adopted with impact: GASB 96 – SBITAs
  - Pending: Accounting Changes & Error Corrections and Compensated Absences not anticipated to be material
  - Note 4: Capital Asset activity detail include SBITA
  - Note 6: Lease detail
  - Note 7: SBITA detail
  - Note 10: 403(b) defined contribution plan disclosure

# Uniform Guidance Audit

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- ❑ SEFA: \$877,375 of County CSLRF 21.027 funds
- ❑ Finding 2023-001: Financial Statement Material Weakness: Segregation of Duties over Cash Receipt Process
- ~~❑ *Finding 2022-003 Internal Control and Compliance Major Program: No quarterly reports completed for County CSLRF funding as required federally and within the County grant agreement — REMOVED; EVIDENCE RECEIVED*~~

## Prior Year Findings

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- ❑ 2022-001 Segregation of Duties: corrected for cash disbursement processes but not cash receipts
- ❑ 2022-002 Internal Control over Financial Reporting and Account Adjustments-addressed
- ❑ 2022-003 Major Program Internal Control and Compliance over Procurement --addressed

# Contact Information

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Betsy Krisher, Engagement Partner

[bkrisher@md-cpas.com](mailto:bkrisher@md-cpas.com)

412.535.5503

Sara Reed, Manager

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412.315.3571



Resolution to Approve MaherDuessel 2023 Audit as Presented

Information

Presentation of audit.

Recommendation

It is recommended that the Board of Trustees motions to accept the 2023 audit report as presented.



Resolution to Approve the Agreement to Participate as a Grant Subrecipient  
for the Erie County Whole-Home Repairs Program

Information

Erie County received the Whole-Home Repairs Grant that includes a \$500,000 allocation for Construction Trades Training to Erie County Residents. Erie County has requested that Erie County Community College participates as a subgrant recipient utilizing the funds in support of the Whole Home Repairs grant. The grant period is effective upon approval in November 2023 and extends through December 2026. It is expected that the training is to run as a certification-awarding program that is at no cost to the participants.

Recommendation

It is recommended that the Board of Trustees motions to approve the agreement for Erie County Community College to participate as a subgrant recipient for the Erie County Whole-Home Repairs Program.



## Erie County Whole-Home Repairs Grant Subrecipient Agreement

<b>Sub-Grantee:</b>	Erie County Community College		
<b>Primary Contact:</b>	Rebecca Walker, Dean of Workforce Development		
<b>Primary Contact Email:</b>	rwalker@ec3pa.org	<b>Primary Contact Phone:</b>	814-413-7017
<b>Sub-Grantee Address:</b>	2403 West 8 <sup>th</sup> St. Erie, PA 16505		
<b>Project Title(s):</b>	Construction Training Program		
<b>Grant Amount:</b>	\$500,000		
<b>Agreement Period:</b>	<b>Start Date:</b>	10/23/23	<b>End Date:</b> 12/31/26
<b>UEI:</b>	DT91SDX23MG9	<b>SAM.gov Registration Date:</b>	9/29/2023

This Agreement is made by and between Erie County, a municipal corporation (“the County”) and Grantee to set forth the terms and conditions under which the County will provide a grant to Grantee under the Erie County Whole-Home Repairs Program (“the Program”) in support of the approved Project(s) and to be used for eligible costs incurred during the Agreement Period.

**1. Scope of Eligible Expenditures.** Grant funds may only be used to pay or reimburse eligible expenditures as described in the Federal Terms (**Exhibit 1**), and as detailed in the Project Description (**Exhibit 2**), Project Timeline (**Exhibit 3**), and Project Budget (**Exhibit 4**). No grant funds may be used to pay or reimburse costs for which Grantee has received any other funding, whether state, federal or private in nature, for that same expense. Budget revisions impacting less than 15 percent of the total grant award (\$75,000) may be made without the permission of the County. Written approval from the County for changes to the budget impacting greater than 15 percent of the total grant award is required.

**2. Grantee Responsibilities.** Grantee understands and agrees that funds provided under this Agreement may only be used in compliance with section 603(c) of the Social Security Act (“the Act”), as added by section 9901 of the American Rescue Plan Act (“ARPA”), the U.S. Department of Treasury’s (“Treasury’s”) regulations implementing that section, guidance issued by Treasury regarding the foregoing, and any other applicable federal provisions, including those described in the Federal Terms (**Exhibit 1**).



**3. Request for Payment.** Grantee shall submit a completed Payment Request Form (**Exhibit 5**) with the properly executed Agreement. Fifty percent of the grant award (\$250,000) shall be paid to the Grantee upon full execution of this agreement. The remaining 50% (\$250,000) shall be paid upon receipt of a Payment Request Form submitted by the Grantee to the County one year from the agreement start date.

**4. Maintenance of and Access to Records.** Grantee shall maintain all records and accounts with respect to all matters covered by this Agreement, including personnel, property, financial, and programmatic records and documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. These records shall be maintained for a period of five (5) years after all funds have been expended or returned to the County, whichever is later, to ensure proper accounting for all funds and compliance with the Agreement. The County, the US Department of the Treasury Office of Inspector General, and the US Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee to conduct audits or other investigations. Grantee acknowledges that records may be subject to disclosure under Pennsylvania's Right-to-Know-Law (Act of February 14, 2008, P.L. 6, No. 3).

**5. Acknowledgement of Funding.** The County requires public acknowledgment of the projects it supports. Unless advised to the contrary, an acknowledgment of County support must appear on all materials publicizing or resulting from activities included in this Agreement. The County's credit line should also be used in acknowledging County support whenever possible. An acknowledgment must be contained in any materials resulting from or related to this Agreement, such as articles, programs, databases, reports, internet resources, as well as events and publicity related to the Agreement. The prominence of the acknowledgment should be in direct relationship to the level of County funding provided for the project relative to any other sources of funding. Where possible, County support should be mentioned in newspaper articles, radio interviews, and other media activities to extend the effects of your project. If you have any questions regarding the forms of acknowledgment for your project, please contact the County's Public Information Officer, 140 West 6th Street, Suite 504, Erie, PA 16501, (814) 451-6000. Credit line: "This project was financed, in whole or in part, by a Coronavirus State and Local Fiscal Recovery Fund grant from the U.S. Department of the Treasury, under the administration of the Commonwealth of Pennsylvania with funds sub-granted to Erie County, Pennsylvania."

**6. Disclaimer by the County, Commonwealth, and United States.** The United States and Commonwealth have expressly disclaimed any and all responsibility or liability to the County or third persons for the actions of the County or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of the award of Federal funds to the County under section 603(c) of the Act, or any contract or subcontract under such award. The County expressly disclaims any and all responsibility or liability to Grantee or third persons for the actions of Grantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement or any other losses resulting in any way from the performance of the Agreement, or any subcontract thereto. This Agreement does not in any way establish an agency relationship between or among the United States, the Commonwealth, the County, and/or Grantee.

**7. False Statements.** Grantee understands that making false statements or claims in connection with this Agreement may be a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal or county awards or contracts, and/or any other remedy available by law.

**8. Debarment and Suspension Certification.** Entities that are debarred, suspended, or proposed for debarment, by the U.S. Government are excluded from receiving federal funds and contracting with the County. Grantee, by signature to this Agreement, certifies that Grantee is not currently debarred, suspended, or proposed for debarment, by any Federal department or agency. Grantee also agrees that it will not enter into a subcontract with a person or entity that is debarred, suspended, or proposed for debarment. Grantee will notify the County if it, or a subcontractor, is debarred, suspended, or proposed for debarment, by any Federal department or agency. Debarment status may be verified at <https://www.sam.gov/>.

**9. Termination.** Upon thirty (30) days-notice, the County may terminate this agreement for convenience. Any grant proceeds that have not been awarded or spent by the Grantee shall be promptly returned to the County.

**10. Repayment of Funds/Recoupment.** If Grantee has unspent grant proceeds on hand as of the Agreement End Date, Grantee shall return all unspent grant proceeds to the County within ten (10) calendar days. If any funds provided to Grantee were used in a manner that is not consistent or allowable as outlined in this Agreement or in the Federal Terms, Grantee shall return funds to County in the amount determined to be ineligible. Grantee further agrees that it is financially responsible for and will repay the County any and all indicated amounts following an audit exception which occurs due to Grantee's failure, for any reason, to comply with the terms of this Agreement. This duty to repay the County shall not be diminished or extinguished by the termination of the Agreement.

**11. Conflict of Interest.** Grantee designees, agents, members, officers, employees, consultants, and any other public official who exercises or who has exercised any functions or responsibilities with respect to the Program during his or her tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Program, are barred from any interest, direct or indirect, in any grant or proceeds of the Program, or benefit there from, which is part of this Agreement at any time during or after such person's tenure.

**12. Governing Laws.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The venue for any action hereunder shall be in the District Court for Erie County, Pennsylvania, or the U.S. District Court for the Western District of Pennsylvania.

**13. Indemnification.** To the maximum extent permitted by law, Grantee shall, at its cost and expense, protect, defend, indemnify, and hold harmless the County, its directors, officers, employees, and agents, from and against any and all demands, liabilities, causes of action, costs and expenses (including attorneys' fees), claims, judgments, or awards of damages, arising out of or in any way resulting from the acts or omissions of Grantee, its directors, officers, employees, or agents, relating in any way to Grantee's performance or non-performance under the Agreement. Grantee agrees that its obligations under this paragraph extend to any demands, liabilities, causes of action, or claims brought by, or on behalf of, any of its employees or agents. For this purpose, Grantee, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under Pennsylvania's Workers' Compensation Act (Act No. 338 of 1915), or any disability benefit act or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. These indemnification obligations shall survive the termination of the Agreement.

**14. Equal Employment Opportunity Clause.** During the performance of this Agreement, Grantee agrees as follows:

(1) Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual preference, or national origin. Grantee shall take affirmative action to insure that applicants are employed and that employees are treated during employment, without regard to their race, religion, color, sex, sexual preference, or national origin. As used herein, "treated" means and includes, without limitation, the following: recruited, whether advertising or other means; compensated, whether in form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

(2) Grantee shall in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual preference, or national origin.

(3) Grantee shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the contractor's commitment under the Equal Employment Opportunity Clause of the County, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Grantee shall furnish all information and reports requested by the County Executive to ascertain compliance with the program.

(5) Grantee shall take such action with respect to any subcontractor as the County may direct as a means of enforcing the provisions of subsections (1) to (8) hereof, including penalties and sanctions for noncompliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation as the result of such direction by the County, the County shall enter into such litigation as is necessary to protect the interests of the County to effectuate the County's Equal Employment Opportunity Program, and in the case of contracts receiving federal assistance, Grantee or the County may request the United States to enter into such litigation to protect the interests of the United States.

(6) Upon request of the County, Grantee shall file and shall cause its subcontractors, if any, to file compliance reports with the County. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs, and statistics of the Grantee and his subcontractors.

(7) Grantee shall include the provisions of subsections (1) through (8) of this Agreement in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

(8) Refusal by Grantee or subcontractor(s) to comply with any portion of this program as herein stated and described will subject the offending party to any and all of the following penalties:

A. Withholding of all future payments to Grantee under this Agreement until it is determined that Grantee or subcontractor is in compliance with the provisions of the contract;

B. Refusal of all future bids for any public contract with the County or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that he has established and shall carry out the policies as herein outlined.

C. Cancellation of the public contract and declaration of forfeiture of any performance bond;

D. In cases in which there is substantial or material violation or the threat of substantial or material violation of this Agreement, appropriate proceedings may be brought to enforce those provisions, including the enjoining of contractors, subcontractors, or other organizations, individuals, or groups who prevent directly, indirectly, or seek to prevent directly or indirectly, compliance with the policy herein outlined.

**15. Pennsylvania Right-to-Know Law.** Pennsylvania Right-to-Know Law, Act of February 14, 2008, 65 P.S. Section 67.101, et seq. provides in Section 506(d)(1) that "(a) public record that is not in the possession of an agency (the County) but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the agency, and which directly relates to the governmental function and is not exempt under this act, shall be considered a public record of the agency for purposes of this act." Grantee agrees that if the County receives a request under the Act for records of Grantee and the County Open Records Officer or his designee determines that these records must be provided for County to comply with the Act, the Grantee will supply these records to County so that they may be made available to the requestor for inspection and/or copying.

SIGNATURE PAGE FOLLOWS

**ERIE COUNTY**

Brenton Davis  
County Executive, Erie County, Pennsylvania

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBGRANTEE**

Name:  
Title:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

County Solicitor

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibits**

- 1 – Terms & Conditions
- 2 – Project Description
- 3 – Project Timeline
- 4 – Budget Form
- 5 – Payment Request Form
- 6 – Report Format & Schedule

## EXHIBIT 1: Terms and Conditions

### PA DCED WHOLE HOME REPAIRS (CSLFRF/ARPA) AWARD TERMS AND CONDITIONS

#### 1. Use of Funds.

Funds may be used:

- (a) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel and hospitality;
- (b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- (c) For the provision of government services to the extent of the reduction in revenue due to the COVID19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- (d) To make necessary investments in water, sewer, or broadband infrastructure.

The Whole-Home Repairs Program is proceeding under category (a) from the eligible use list above.

2. Period of Performance. The period of performance for the Coronavirus Local Fiscal Recovery Funds ends on December 31, 2026. As set forth in PA DCED's WHR implementing regulations, Erie County and its grantees may use award funds to cover eligible costs incurred during the period that begins on December 12, 2022 and ends on December 31, 2026.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Erie County, the Commonwealth of Pennsylvania, and Treasury as they relate to this award.

#### 4. Maintenance of and Access to Records.

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Financial Requirements. The Grantee shall comply with all applicable requirements and policies of 2 CRF Part 200: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", including the cost principles and restrictions on general provisions for selected items of cost.

Additional details about the applicability of certain provisions of the Uniform Guidance may be found in the State and Local Fiscal Recovery Funds ("SLFRF") Final Rule, the SLFRF Assistance Listing, and the SLFRF Final Rule Frequently Asked Questions. As SLFRF are not subject to the requirement of the Cash Management Improvement

Act and Treasury's implementing regulations at 31 CFR Part 205 to remit interest to Treasury, Article III(d) of this Contract, "Investment of Funds," is not applicable.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by the Grantee.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Grantee agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. PA Prevailing Wage Act. The Grantee will comply with the PA Prevailing Wage Act of 1961, as amended (43 P.S. 165-1 through 165-17) in those instances in which the federal Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) either is not applicable or an exception would apply to projects undertaken by the Grantee.

11. Lobbying. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. (2 CFR 200.450 Lobbying)

12. False Statements. Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

**EXHIBIT 2: Project Description**

<p><b>Grant funds will be used to develop a tuition free 6-8 week introduction to Construction Training program. This program will be developed with construction industry partnerships for curriculum development, on-the-job training opportunities, apprenticeships and employment. This program will emphasize the skills needed to improve home habitability, safety and accessibility.</b></p>		
	<b>Program Scope</b>	<b>Narrative:</b>
	Instructional Lab/Facility	Construction Training Lab facility set up, actively being used, and sustainable site within the community college structure
	Curriculum/Training Development	<p>Foundational construction trade curriculum developed and established, leading to national certifications, apprenticeship pathways, and/or college credit. Training will be a core introduction to construction trades, including, but not limited to: OSHA safety, basic construction math, construction terminology and blueprint reading, tool usage, and employability/job-readiness skills.</p> <p>Training will consist of approximately 80-100 hours of instruction and hands-on lab training across 6-8 weeks and will be offered multiple times (3 or 4) throughout the year.</p>
	Employer OJT/Direct to Work/Apprentice Pathway	Partnerships formed with local employers and unions for industry advisory input, OJT opportunities, immediate employment, and/or pathways to apprenticeship opportunities for trainees.
	Opportunity for Diverse Workforce	Targeted marketing around entire county with focus on diverse populations including new Americans, re-entry population, and diverse socio-economic backgrounds.
	Community Members Trained	<p>100 completers of Construction Trades training program</p> <p>Training at no cost, tools/materials included:</p> <p>Year 1: 20 completers (end of 2024)</p> <p>Year 2: 40 completers (end of 2025)</p> <p>Year 3: 40 completers (end of 2026), cumulative Total: 100</p>
	Employment	Trainees placed into OJT or direct employment in Erie County
	Sustainable Program	By end of 2026, program is fully functioning within EC3's college structure. The college would start charging tuition/fees (as of 2027.)



**EXHIBIT 3: Project Timeline**

	Q	Year	Activities	\$	\$ Breakdown
Oct-Dec	Q4	2023	Obtain quotes on facility renovations, equipment, and post position for hire.	\$0	
Jan-March	Q1	Year 1 2024	Construction/Rehab on lab begins, interviews for trainer/coordinator,	\$68,000	\$50,000 facility \$18,000 salary/benefits
April-June	Q2	2024	Equipment ordered, Rehab finished, curriculum finalized. Construction completed, Lab set-up, marketing/recruiting students	\$84,000	\$60,000 Equipment \$21,000 salary/benefits \$2,000 recruiting/mktg \$1,000 contracted serv.
July - Sept	Q3	2024	Training begins - 10-15 trainees enrolled/completed, recruiting for next training.	\$34,000	\$21,000 salary/benefits \$11,000 consumables \$1,000 recruiting/mktg \$1,000 contracted serv.
Oct-Dec	Q4	2024	Completers placed in OJT or/employment, Training continues for additional 10-15 trainees.	\$33,000	\$21,000 salary/benefits \$11,000 consumables \$1,000 contracted serv.
Jan-March	Q1	Year 2 2025	Completers placed in OJT or/employment, Training continues for additional 10-15 trainees. Recruiting for next training.	\$39,500	\$5,000 equipment \$21,500 salary/benefits \$11,000 consumables \$1,000 recruiting/mktg \$1,000 contracted serv.
April-June	Q2	2025	Completers placed in OJT or/employment, Training continues for additional 10-15 trainees. Recruiting for next training.	\$33,500	\$21,500 salary/benefits \$11,000 consumables \$1,000 contracted serv.
July - Sept	Q3	2025	Completers placed in OJT or/employment, Training continues for additional 10-15 trainees. Recruiting for next training.	\$33,500	\$21,500 salary/benefits \$11,000 consumables \$1,000 contracted serv.
Oct-Dec	Q4	2025	Completers placed in OJT or/employment, Training continues for additional 10-15 trainees. Recruiting for next training.	\$32,500	\$21,500 salary/benefits \$10,000 consumables \$1,000 contracted serv.
Jan-March	Q1	Year 3 2026	Completers placed in OJT or/employment, Training continues for additional 10-15 trainees. Recruiting for next training.	\$41,000	\$5,000 equipment \$2200salary/benefits \$11,000 consumables \$2,000 recruiting/mktg \$1,000 contracted serv.
April-June	Q2	2026	Completers placed in OJT or/employment, Training continues for additional 10-15trainees. Recruiting for next training.	\$34,000	\$22,000 salary/benefits \$11,000 consumables \$1,000 contracted serv.
July - Sept	Q3	2026	Completers placed in OJT or/employment, Training continues for additional 10-15 trainees. Recruiting for next training.	\$35,000	\$22,000 salary/benefits \$11,000 consumables \$1,000 recruiting/mktg \$1,000 contracted serv.
Oct-Dec	Q4	2026	Completers placed in OJT or/employment, Training continues for additional 10-15 trainees. Recruiting for next training.	\$32,000	\$22,000 salary/benefits \$10,000 consumables
				\$500,000	

**EXHIBIT 4: Budget Form**

<b>Erie County Community College Construction Training Budget</b>		
<b>Budget Line Items</b>	<b>WHR Grant funds</b>	<b>Notes</b>
<b>Facility/Lab Build Out</b>	\$50,000	Prepare Lab, building infrastructure, electrical capacity, etc.
<b>Equipment/Machines</b>	\$70,000	Equipment: tools, benches/tables, pallet jack, forklift, etc.
<b>Consumable Lab Materials</b>	\$108,000	Lab Materials: Wood, Tooling, PPE, etc.
<b>Salary &amp; Benefits</b>	\$255,000	Teacher/Trainer/Coordinator - salary & benefits, across 3 years
<b>Contracted Services</b>	\$10,000	Third Party Recognized trainers and certification testing: Red Cross, OSHA, NCCER, etc.
<b>Marketing/Recruitment</b>	\$7,000	materials, distribution, open houses
<b>TOTAL</b>	<b>\$500,000</b>	

**EXHIBIT 5: Payment Request Form**

**Erie County Whole-Home Repairs Grant  
Subrecipient Payment Request Form**

<b>SUB-GRANTEE:</b>			
<b>PROJECT TITLE(S):</b>			
<b>PROJECT ID:</b>			
<b>SUB-GRANTEE ADDRESS: (If mailing address is a P.O. Box, also include a physical address.)</b>			
<b>EIN:</b>			
<b>UEI:</b>		<b>SAM.GOV REGISTRATION Date:</b>	

<b>REQUEST FOR PAYMENT:</b>	
<b>Grant Award Amount:</b>	
<b>Total Amount Previously Received:</b>	
<b>Amount Requested:</b>	

**PROGRESS REPORT: (Not applicable for awards paid in full upfront.)**

In the space provided, please provide a summary of work completed to-date. All work must align with the approved scope of work outlined in the Subrecipient Agreement.

**AUTHORIZATION:**

To the best of my knowledge and belief, the above information is correct, and all expenditures will be made in accordance with the Subrecipient Agreement.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**INTERNAL (ERIE COUNTY) USE:**

Reviewed By: \_\_\_\_\_

Approved By: \_\_\_\_\_

**EXHIBIT 6: Reporting Format & Schedule**

REPORTING SCHEDULE		
REPORT	PERIOD COVERED	DUE DATE
Report 1	Award Date – June 30, 2024	July 15, 2024
Report 2	July 1 – December 31, 2024	January 15, 2025
Report 3	January 1 – June 30, 2025	July 15, 2025
Report 4	July 1 – December 31, 2025	January 15, 2026
Report 5	January 1 – June 30, 2026	July 15, 2026
Report 6	July 1 – December 31, 2026	January 15, 2027

The County’s reporting to the Commonwealth of Pennsylvania Department of Community & Economic Development must include the following data.

- Explanation of the use of workforce development funds.
- The total amount of program funds invested in workforce development programs.
- The total number and average amount of cash stipends provided to trainees.
- The income and demographic information for individuals assisted by funds utilized.
- Total number of full-time job placements (if applicable).

The Grantee is required to provide this information in narrative form to the County on a regular basis. Deadlines are indicated in the Reporting Schedule table shown above. Narrative reports must be submitted to: Jessica Horan, Director, Erie County Department of Planning and Community Development, [jhoran@eriecountypa.gov](mailto:jhoran@eriecountypa.gov).



Resolution to Approve the Contract with Welders Supply  
to Purchase \$66, 026.35 of Supplemental Welding Equipment

Information

EC3 has received a final quote from Welders Supply, Erie, PA, being a participant in the COSTAR group purchasing contract, for the purchase of supplemental welding equipment for the Welding certificate. The quoted amount is \$66,026.35. The additional funding supports enhanced training materials and preparing additional booths to increase enrollment capacity in the welding lab.

Recommendation

It is recommended that the Board of Trustees moves to approve the contract with Welders Supply to purchase training material for the Welding Certificate totaling \$66,026.35.



Resolution to Approve the Purchase of Board Room Furniture  
from W.B. Mason in the Amount of \$38,157.20

Information

EC3 has received a final quote from W.B. Mason, a member of the PA COSTAR group purchasing contract, for the purchase of Board Room furniture including a conference table and chairs as well as a hospitality credenza and chairs for public seating. The quoted amount is \$38,157.20. The quote includes delivery and installation.

Recommendation

It is recommended that the Board of Trustees moves to approve the purchase of board room furniture from W.B. Mason in the amount of \$38,157.20.



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

10/25/2023 | 05:00 PM - (GMT-05:00) Eastern Time (US & Canada)

EC3 Erie West

### Attendees (10)

President Chris Gray PhD; Executive Assistant Renee Triana; Executive Vice President Guy Goodman; CFO Frank Moore; Assistant Vice President Keri Bowman; Dean Stuart Blacklaw; Dean Rebecca Walker; IT Director Chris Ray (via Zoom); Attorney Rachel Downey Glasoe; and Solicitor Tim Wachter.

### Call to Order

Time: 5:00pm

### Roll Call

Trustee	Roll Call
Justin Gallagher	Y
Secretary Kurt Hersch	Y
Robert Merrill	Y
Rev. Dr. Charles Mock	Not Present
Msgr. David Rubino	Not Present
Vice Chairperson Michael Victor	Y
Christina Vogel	Y
Annette Wagner, M.D.	Not Present
Chairperson Cheryl Rush Dix	Y

## Approval of September 27, 2023 Regular and Annual Meeting Minutes (pg. 28-28)

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

The motion to approve the September 27, 2023 Regular Meeting Minutes was approved unanimously via voice vote.

### Public Participation

None

### Communication

**A. President's Report:** Dr. Gray thanked Vice President Goodman for coordinating with GECAC on their GED graduation to be held at the College at the end of January. He also highlighted the increase in fall enrollment, 15% over goal. Dr. Gray attributed it to putting additional resources into marketing and messaging as well as open houses, instant enrollment days, and community events. He thanked Marketing and Communications Director Elise Michaux for her efforts. The trustees asked for a future marketing presentation with more detail.

**B. Finance Committee:** Chair Gallagher noted that it was the first committee meeting with new CFO Frank Moore present, so more philosophical items were discussed. The College is still looking for their operational funding from the state. Dr. Gray reported that there was no update at the President's retreat. The College does not need a line of credit and is confident that they do not need to take additional action at this time. Chair Gallagher commented that the Committee will continue to watch cash flow and monitor the budget in future months.



**C. Chairperson Report:** The Chairperson listed the events that she attended since the last Board meeting including the NPRC articulation signing and committee meetings.

Chairperson Rush Dix listed the committee appointments as follows: Academic Committee-Chair Trustee Msgr. Rubino, Trustee Hersch, and Trustee Merrill; Finance Committee -Chair Trustee Gallagher, Trustee Hersh and Trustee Vogel; Personnel Committee-Chair Trustee Merril, Trustee Wagner, and Trustee Mock; Executive Committee-Chair Trustee Rush Dix, Trustee Victor, Trustee Hersch, and Trustee Gallagher.

**D. Other-None**

### **Presentation Data Book**

This is the first presentation of the Data Book by Executive Vice President Guy Goodman. The information contained is from 2021-2023 and is the summation of aggregated and disaggregated information. The executive summary sets the tone and tells the story of where the College was and is in terms of KPI (Key Performance Indicators) one through three which include enrollment, retention and student success. This Data Book will become an annual report that will eventually build in KPI's four and five which includes transfer students and job placement. Currently there isn't enough data in KPI four and five to report. There are intersections of data that include students taking online classes and student ethnicity. The College will review the data in terms of student success and evaluate areas that need improved upon; the learning gaps that occur across a specific demographic of students and what additional service strategies the College can use to close the gap.

The Trustees asked questions pertaining to marketing, spring enrollment projections, and praised the Deans and faculty for increasing the student success rate from 64% to 82%. Dr. Gray attributed this to a very committed Student Success staff and faculty as well as the College's model of best practices which include quicker intervention.

### **New Business-Resolution to Appoint Frank Moore as EC3 Treasurer [Board Report #23-50] (pg. 6)**

EC3's new CFO is being appointed as treasurer replacing Denny Matthews. Mr. Matthews will stay on as a consultant but is phasing out.

**New Business Continued-Resolution to Appoint Frank Moore as EC3 Treasurer [Board Report #23-50] (pg. 6)**

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

The motion to appoint Frank Moore was passed unanimously via voice vote.

**New Business-Resolution to Approve Board of Trustee Regular and Annual Meeting Dates From November 2023-November 2024 [Board Report #23-51] (pg. 7)**

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

The motion to approve the Board of Trustee Regular and Annual Meeting Dates from November 2023-November 2024 was passed unanimously via voice vote.

**New Business-Resolution to Adopt Sublease with the Northern Pennsylvania Regional College for Instructional Space and Equipment from September 1, 2024 Through October 1, 2025 Pending Legal Review [Board Report #23-52] (pg. 8)**

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

The motion to approve the sub lease agreement with the Northern Pennsylvania Regional College pending legal review of the final lease.

**New -Resolution to Approve Non-Credit Workforce Partnership with the Northern Pennsylvania Regional College (NPRC) [Board Report #23-53] (pg. 9-14)**

Trustee	Motion 5	Vote
Justin Gallagher	1	
Secretary Kurt Hersch	2	
Robert Merrill		
Rev. Dr. Charles Mock		
Msgr. David Rubino		
Vice Chairperson Dr. Michael Victor		
Christina Vogel		
Annette Wagner, M.D.		
Chairperson Cheryl Rush Dix		

There was discussion after the motions which led to the business being tabled.

Dr. Gray explained the reasoning behind the idea of partnering. The trustees discussed the co-branding and use of College resources. There was discussion to review and revise the agreement further and for the Executive Committee to review prior to the next board meeting.

**Motion to Table New Business- Resolution to Approve Non-Credit Workforce Partnership with the Northern Pennsylvania Regional College (NPRC) [Board Report #23-53] (pg. 9-14)**

Trustee	Motion 5a	Vote
Justin Gallagher	1	Y
Secretary Kurt Hersch		Y
Robert Merrill		Y
Rev. Dr. Charles Mock		Not Present
Msgr. David Rubino		Not Present
Vice Chairperson Dr. Michael Victor	2	Y
Christina Vogel		Y
Annette Wagner, M.D.		Not Present
Chairperson Cheryl Rush Dix		Y

The motion to table the resolution to approve a non-credit workforce partnership with NPRC was approved unanimously via voice vote.

**New Business- Resolution to Direct Administration to Sign Cooperation Agreements with the Erie County Redevelopment Authority and Erie County [Board Report #23-54] (pg. 15-18)**

It was confirmed that ECRDA will receive 1% of the state budgeted project cost for administration of the grant. Solicitor Wachter pointed out that the language within the agreement ensures that ECRDA has no project development authority and only reviews the plans to ensure RACP acceptance and compliance, but they have no ability to tell the College how to carry out the project specifics. The College is identified as subgrantee of Erie County because the funds were awarded in 2010 prior to the College’s formal existence. There is no role for the county with the exception of a pass-through entity.

**New Business Continued- Resolution to Direct Administration to Sign Cooperation Agreements with the Erie County Redevelopment Authority and Erie County [Board Report #23-54] (pg. 15-18)**

Trustee	Motion 6	Vote
Justin Gallagher	1	Y
Secretary Kurt Hersch	2	Y
Robert Merrill		Y
Rev. Dr. Charles Mock		Not Present
Msgr. David Rubino		Not Present
Vice Chairperson Dr. Michael Victor		Y
Christina Vogel		Y
Annette Wagner, M.D.		Not Present
Chairperson Cheryl Rush Dix		Y

The motion to direct administration to sign agreements with the Erie County Redevelopment Authority and Erie County.

**New Business-Resolution to Direct Administration to Submit Project Management Proposal for the Redevelopment Assistance Capital Program (RACP) [Board Report #23-55] (pg. 19)**

The College will prepare the proposals based on ECRDA recommendations. Once a project is awarded, the next step would be to solicit architectural bids to determine the actual project costs and a construction manager that works with RACP. Solicitor Wachter confirmed future agreements can include a start date and an end date of the project with penalties to ensure construction costs do not escalate. All these additional items would come before the Board of Trustees for approval.

**New Business Continued-Resolution to Direct Administration to Submit Project Management Proposal for the Redevelopment Assistance Capital Program (RACP) [Board Report #23-55] (pg. 19)**

Trustee	Motion 7	Vote
Justin Gallagher	1	Y
Secretary Kurt Hersch		Y
Robert Merrill	2	Y
Rev. Dr. Charles Mock		Not Present
Msgr. David Rubino		Not Present
Vice Chairperson Dr. Michael Victor		Y
Christina Vogel		Y
Annette Wagner, M.D.		Not Present
Chairperson Cheryl Rush Dix		Y

The motion to direct administration to submit a Project Management Proposal for the Redevelopment Assistance Capital Program (RACP) was approved unanimously via voice vote.

**Future Agenda Items/Summary Comments by Board Members**

Trustee Vogel asked for the date of the next Quarterly Breakfast. She suggested the topic includes either recent winter graduates or alumni stories. It was confirmed the next Quarterly Breakfast is Tuesday, December 12, 2023.

**Executive Session**

None

**Motion to Adjourn**

Time: 6:23pm

## Motion to Adjourn Continued

Trustee	Motion 8	Vote
Justin Gallagher		Y
Secretary Kurt Hersch		Y
Robert Merrill		Y
Rev. Dr. Charles Mock		Not Present
Msgr. David Rubino		Not Present
Vice Chairperson Dr. Michael Victor	1	Y
Christina Vogel	2	Y
Annette Wagner, M.D.		Not Present
Chairperson Cheryl Rush Dix		Y

The motion to adjourn was approved unanimously via voice vote.

**Next Regular Meeting is Wednesday, November 15, 2023, at 5:00pm**