

AGREEMENT WITH ULSTER COMMUNITY COLLEGE ASSOCIATION,  
INC.

WHEREAS, the agreement between Ulster County Community College and the Ulster Community College Association, Inc. will expire on August 31, 1999 and a new agreement has been reviewed by the College Attorney, and

WHEREAS, the College intends to provide the support function for finance, human resources and other business matters for the Association, and

WHEREAS, it is the intent of the College to absorb the administrative staffing of the association, 50% in 1999-2000 and the remaining 50% in 2000-2001, and

WHEREAS, the College will charge the Association an amount related to the workload of maintaining the books and records plus other services, and

WHEREAS, the available student funds resulting from the transfer will be utilized to increase support of athletics and student organizations, now, therefore, be it

RESOLVED, that the Board of Trustees does hereby approve the agreement between Ulster County Community College and the Ulster Community College Association, Inc. (appended hereto and made a part thereof) and authorizes the President of the College to execute said agreement.

Adopted May 5, 1999

A G R E E M E N T

THIS AGREEMENT, made this 10<sup>th</sup> day of MAY, 1999, by and between ULSTER COUNTY COMMUNITY COLLEGE, having its principal offices in Stone Ridge, New York, and acting under the authority granted to it by Section 6306(7) of the Education Law, hereinafter referred to as to the "COLLEGE" and the ULSTER COMMUNITY COLLEGE ASSOCIATION, INC., a non-profit, educational and benevolent not for profit corporation, organized and existing under the laws of the State of New York, whose principal office or place of business is located at Stone Ridge, New York, hereinafter referred to as the "ASSOCIATION".

W I T N E S S E T H:

WHEREAS, the COLLEGE has been established and operates as Ulster County Community College; and

WHEREAS, the ASSOCIATION is a not for profit educational and benevolent corporation; and none of its officers, members or employees receives or is lawfully entitled to receive any part of the net earnings thereof or any pecuniary profit from its operations, except reasonable compensation for services in effecting one or more of its purposes, or as a proper beneficiary of its charitable purposes, and any income, monies, gifts, devises or bequests received must be used to advance and promote the educational and benevolent purposes of the ASSOCIATION and the COLLEGE, and

WHEREAS, the ASSOCIATION has in the past provided, and intends to continues to provide, auxiliary services and activities in furtherance of its purposes to aid students, faculty, staff and alumni in achieving

the overall educational objectives of the COLLEGE; and

WHEREAS, the operation of these auxiliary services and activities by the ASSOCIATION as provided for herein permits the necessary supervision by, and accommodation to, the needs of the COLLEGE so as to better benefit the students, faculty, staff and alumni in the educational program, and is intended to result in a lower cost and/or better quality of such service or activity to the students, faculty, staff and alumni of the COLLEGE; and

WHEREAS, fund balances, if any, created in the operation of these services have been, and will continue to be used for the benefit of the students, faculty, staff and alumni of the COLLEGE either directly or indirectly in accordance with the purposes of the ASSOCIATION as expressed in its Charter.

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

Article 1. Services and Facilities. The ASSOCIATION shall operate the auxiliary services described and enumerated below, utilizing physical facilities provided without cost by the COLLEGE.

The space requirements shall be determined by and be periodically reviewed by the COLLEGE and its determination shall be related to the total space needs of the COLLEGE community and its overall educational program. The COLLEGE shall be entitled to make any change unilaterally after first consulting with the ASSOCIATION.

Article 2. Expanded Facilities. The ASSOCIATION shall use and occupy the premises so designated for the stated purposes. The foregoing shall not be construed to prevent the ASSOCIATION from

requesting of the chief administrative officer of the COLLEGE or any duly authorized member of the staff or faculty of the COLLEGE he/she may so designate, to utilize additional space from time to time for temporary periods provided the expanded space is needed to provide adequately for the auxiliary services set forth in Article "3" herein during such periods subject to the approval of the COLLEGE.

Article 3. Auxiliary Services. The ASSOCIATION shall operate the following auxiliary services.

(a) Day Care Center, to consist of the operation of a day care center and facility which shall serve the needs of the COLLEGE community, the community at large, and facilitate the attendance of students enrolled at the COLLEGE; the ASSOCIATION shall provide such day care services and in return, the COLLEGE shall make up any shortfall which may occur between the amounts of the SUNY Day Care grant and the operating cost of said DAY CARE CENTER, and the ASSOCIATION shall establish a schedule of fees for services provided and charge those who avail themselves of the ASSOCIATION'S day care services accordingly.

(b) COLLEGE ACTIVITIES to consist of activities in support of the students, faculty, staff and alumni.

(c) COLLEGE ATHLETICS to consist of the management, supervision and operation of activities in support of and of assistance to athletic programs for the benefit of the students, faculty, staff and alumni of the COLLEGE.

The ASSOCIATION in connection with the foregoing purposes may act as a custodial and disbursing agent of student funds.

Article 4. College Services. The COLLEGE shall provide to the ASSOCIATION financial services for the operation of the day care center, COLLEGE activities, COLLEGE athletics and other COLLEGE ASSOCIATION activities. The services shall include payroll services, purchasing services, and maintenance of accounting records including general ledger, summary financial records, related insurance and tax reports. In connection therewith the COLLEGE shall provide to the COLLEGE ASSOCIATION the services of an appropriate staff person to record and maintain the minutes of the COLLEGE ASSOCIATION. The duties provided by the COLLEGE to the ASSOCIATION will include all duties in connection of ticket sales with respect to the auxiliary services provided by the ASSOCIATION to the extent that the COLLEGE ASSOCIATION, its employees, officers, agents or assignees partake in the collection of money all such persons shall adhere to the policies and procedures of the COLLEGE with respect thereto and transmit any sums so collected, with appropriate record keeping controls as required by the Dean of Administration, to the Office of the College Bursar. The COLLEGE will provide the ASSOCIATION with information with respect to said appropriate policies and procedures and, in addition, will assist the ASSOCIATION with the collection of day care center fees.

In exchange for the services provided by the COLLEGE to the ASSOCIATION as provided above, the ASSOCIATION shall pay to the COLLEGE, during the first year of this contract, the sum of \$58,050.00 payable in equal quarterly installments in the sum of \$14,512.50 each. Commencing with the second year of the contract and continuing until termination, the ASSOCIATION shall pay to the COLLEGE the actual cost

to the COLLEGE of providing the services described above.

Article 5. Authorization. The Chief Administrative Officer of the COLLEGE may request or authorize the ASSOCIATION to furnish auxiliary services for the accommodation of the COLLEGE community in or with designated premises and facilities at the COLLEGE. The operation of the activities and services contemplated by this paragraph shall be programed and budgeted in a manner which is designed to be financially self-sustaining and shall be consistent with the rules and/or policies of the COLLEGE.

Article 6. Association Budgets.

(a) The ASSOCIATION shall prepare each year a budget for the operation of each of the services specified in Article "3" hereof showing the total income and expenses reasonably anticipated from the operation thereof. In addition to the budgets for the operation for the services provided for in Article "3" of this agreement, the ASSOCIATION shall prepare a budget showing its usable net income from the services provided for in Article "3" and the anticipated expenditures to be made therefrom for services and activities within the proper purposes of the ASSOCIATION. The ASSOCIATION shall prepare and approve such budgets governing expenditures from student activity fees in accordance with its constitution and by-laws prior to the beginning of each fiscal year. Allocations included in the budget shall fall within the programs defined in Article "3" thereof. The approved budgets shall thereafter be presented to the President of the COLLEGE prior to the beginning of the fiscal year for the President's review and certification that the allocations are in compliance with

the provisions of Article "3" hereof and applicable State regulations. Upon determination by the President, or the President's designee, that the approved budget is in compliance with Article "3" of this agreement and said regulations, the President shall so certify, and such certification shall authorize the collection of the fee at registration.

(b) Proceeds of the student activity fee shall be disbursed by the ASSOCIATION through its designated custodial and disbursing agent, Ulster County Community College, provided that the fiscal commitment for each expenditure shall have been approved by the President of the COLLEGE or the President's designee.

(c) Changes to the approved budget after certification, either prior to, or subsequent to, the collection of mandatory fees, shall be subject to administrative review and certification by the President, or the President's designee, in the same manner as was applicable to the original budget.

(d) The services provided for in Article "3" of the agreement shall be budgeted to produce a net income commensurate with the costs to pay the charges payable by the ASSOCIATION to the COLLEGE under this agreement together with the work, labor and services actually performed and rendered by the ASSOCIATION, its officers, employees, servants and agents in the provision of such services for students, faculty, staff and alumni of the COLLEGE in carrying out its educational purposes, and in consideration of the other services and activities of benefit to such education purposes to be provided by the ASSOCIATION by use of such income.

Article 7. Day Care Usage. Use of the Day Care Center shall be available first to registered students who need care for their children while they are attending classes and to faculty and staff of the COLLEGE, and then to the community at large.

Article 8. Association Books and Records.

(a) The COLLEGE shall maintain the financial records compiled as necessary according to the services the COLLEGE agrees to provide to the ASSOCIATION in Article "4" of this Agreement. However, the ASSOCIATION shall keep records of all its operations applicable to the performance of this Agreement, shall maintain systems of bookkeeping and accounting, where applicable, acceptable to the COLLEGE and the State Comptroller and shall permit inspection of said books and records by the COLLEGE and the Comptroller of the State of New York during regular business hours. The ASSOCIATION shall annually submit to the President of the COLLEGE financial statements setting forth income and expenditures for the period in reasonable detail.

Accounting matters shall be governed by generally accepted accounting principles.

(b) The ASSOCIATION shall cooperate in the making of provisions for an independent audit by a certified public accountant of accounts maintained by the COLLEGE, and to the extent necessary by the ASSOCIATION. All officers, employees and agents of the ASSOCIATION authorized to handle funds shall be bonded at the expense of the ASSOCIATION and in amounts approved by the ASSOCIATION Board of Directors. The ASSOCIATION shall reimburse the COLLEGE for the cost of any independent audit.



Article 9. Care of Premises. The ASSOCIATION shall take reasonable care of the premises allocated pursuant to the provisions of this Agreement and shall maintain the same in an orderly condition. The COLLEGE shall provide cleaning services to the ASSOCIATION with respect to the premises allocated pursuant to this agreement.

The COLLEGE shall keep such premises in good repair and make all improvements thereto; the ASSOCIATION shall not be liable or responsible for such repairs unless necessitated by the negligence of the ASSOCIATION, its employees or agents or unless otherwise specifically agreed upon by the parties in writing. All alterations or improvements to premises or fixtures that may be paid for the ASSOCIATION shall become the property of the COLLEGE to be surrendered to it upon termination of this or any subsequent agreement.

Article 10. Care of Equipment. The original equipment used in a particular activity or service operation may be provided by the COLLEGE but adequate funding reserves shall be established by the ASSOCIATION for the repair and replacement thereof. The COLLEGE shall provide for the repair, maintenance and replacement of all equipment. Any replacements of equipment furnished by the COLLEGE shall become the property of the COLLEGE to be surrendered to it upon termination of this or any subsequent agreement. The ASSOCIATION shall reimburse the COLLEGE for the maintenance, repair and/or replacement of equipment.

Article 11. Care and Use of Vehicles.

The COLLEGE shall provide to the ASSOCIATION maintenance, repair and cleaning of all ASSOCIATION vehicles. The COLLEGE shall further provide for the scheduling and authorizing the use of the ASSOCIATION

vehicles.

Article 12. Indemnification and Insurance.

(a) The ASSOCIATION shall protect, indemnify and forever save and keep harmless the COLLEGE and its sponsor from and against any damage, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, order, rule or regulation or occasioned by any act, neglect or omission of the ASSOCIATION, its servants, employees, agents, visitors and licensees, including reasonable attorney's fees.

(b) The ASSOCIATION shall obtain general comprehensive public liability insurance, sale of product insurance, fire and theft insurance with extended coverage on inventory and equipment and insurance bonding for its employees who deal with finances; and the ASSOCIATION shall keep the same in force during the term of the agreement designating and indemnifying the COLLEGE and its sponsor from any and all claims whatsoever of any kind or nature which may arise in connection with the use of premises or property under the control and/or supervision of the ASSOCIATION in accordance with this Agreement. Such insurance policies shall be standard form policies or riders authorized by the New York State Department of Insurance with coverage and maximum limits as set forth in Schedule "A" attached hereto and made a part hereof.

Article 13. This Agreement shall be void and of no force and effect unless the ASSOCIATION shall secure and keep in force during the life of this Agreement, New York State Workers' Compensation and Disability Benefits Insurance to the extent required by law. The

ASSOCIATION shall also provide for unemployment insurance coverage of its employees to the extent required by applicable New York State or Federal law. The ASSOCIATION shall be responsible for completing and filing of any and all reports required to be filed with any and all governmental agencies including, but not limited to the following: Any and all tax returns required to be filed with the Federal, State and local agencies of the government, sales tax returns and taxes, Federal and State withholding taxes, unemployment insurance taxes, etc. and the filing of any and all required reports except to the extent that the COLLEGE provides such filings and/or reports pursuant to Article " " of this Agreement.

Article 14. Services of Consultants. The COLLEGE may, at its own expense retain and furnish a consultant to review and analyze any particular service or activity of the ASSOCIATION for the purpose of assisting in the improvement thereof. The COLLEGE may submit the report of any such consultant together with any recommendations to the ASSOCIATION and may require the Board of Directors of the ASSOCIATION to give appropriate comments on such report and recommendation. The COLLEGE shall be provided with a copy of any report or study produced by any consultant retained or otherwise employed by the ASSOCIATION and may require the Board of Director of the Association to provide appropriate comments and recommendations on such report or study.

Article 15. Surrender of Premises - Equipment and Other Assets. Upon the termination of this Agreement or any amendment thereto the ASSOCIATION shall quit and surrender the whole of the premises thereof relating to a particular activity or

service to the COLLEGE in good condition, ordinary wear and tear excepted.

Article 16. Termination. This Agreement shall commence on the first day of July, 1999 and remain in effect until terminated as provided hereafter. After consultation with the Board of Directors of the ASSOCIATION this Agreement, or any portion thereof, may be terminated on thirty (30) days written notice by the COLLEGE to the ASSOCIATION at the Stone Ridge Campus.

Article 17. Assignment. The ASSOCIATION shall not assign, transfer, convey or otherwise dispose of this contract, or any portion thereof, or of its right, title or interest therein, without the advance consent, in writing, of the Board of Trustees of the COLLEGE.

Article 18. Notices. All notices to either party hereunder must be in writing and signed by the party giving it, and shall be served either personally or by registered or certified mail to the attention of the President of Ulster County Community College, Stone Ridge, NY, in the case of notice to the COLLEGE or addressed to the President of the Ulster Community College Association, Inc., Stone Ridge, NY, in the case of the ASSOCIATION. All notices served or mailed hereunder shall be effective as of the date of the service thereof, if served personally, or of the date of mailing thereof, if mailed.

Article 19. Debts of the Association. The parties agree that notwithstanding anything to the contrary in this agreement, the COLLEGE shall not be responsible or liable for any debts or obligations of the ASSOCIATION.

IN WITNESS WHEREOF, the parties hereto have set their hands and

seals the day and year first above written.

SEAL

ULSTER COUNTY COMMUNITY COLLEGE

By: Barbara A. Adams  
Barbara A. Adams, President

SEAL

ULSTER COMMUNITY COLLEGE ASSOCIATION, INC.

By: Robert A. Sena  
Robert Sena, President