

AGENDA

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call
- IV. Approval of Agenda
- V. Public Comment
- VI. Consideration of Minutes for Meeting held on September 24, 2024
- VII. COMMITTEE REPORTS
 1. Academic & Student Affairs (L. Ghartey, Chair)
 2. Board Policy (I. Guzman, Chair)
 3. Finance & Facilities (S. Caswell, Chair)
 1. Approval of the contract with Fred. A. Cook, Jr. Inc for Sewer Maintenance (Res #. 2025-11)
 2. Approval to enter into a contract with Swim Digital Group for Consulting Services (Res #. 2025-12)
 3. Approval to enter into a contract with Guardian for Dental Health Insurance Services (Res #. 2025-13)
 4. Approval of the contract with Mid-Hudson Interpreter Services for Sign Language Services (Res # 2025-14)
 4. Personnel and Community Relations (M. Dupree)
- VIII. Report of the Student Trustee
- IX. Report of the Chairperson
- X. Report of the President
- XI. Other Business
- XII. Date of Next Meeting – **December 10, 2024**
- XIII. Adjournment

DUTCHESS COMMUNITY COLLEGE
Minutes
Board of Trustees Meeting
September 24, 2024

Trustees Present: Mr. Michael Francis Dupree, Chair; Mr. Frank Castella, Mr. Stephen Caswell, Ms. Darrah Cloud, Ms. Angela Flesland, Mr. Ibis Guzman, Ms. Linda Pratt, Mr. Bobby Biersack and Dr. Peter Grant Jordan
President

Absent: Ms. Lisa Gharthey, Ms. Evelyn Panichi

I. The meeting was called to order at 7:02 p.m. by Chairperson Dupree.

II. Mr. Dupree led the Pledge of Allegiance.

III. Roll Call by Ms. Ponticello, quorum present.

IV. Approval of Agenda:

Upon motion made by Ms. Cloud, seconded by Ms. Flesland, voted on and duly carried, the agenda was approved as distributed.

V. Election of Officers

Ms. Pratt as Chair of the nominating committee, reported on the deliberations of the committee.

The committee solicited nominations for the offices of Chair, Vice-chair, and Secretary. The committee unanimously agreed to offer the following slate of officers:

Chair: Angela Flesland
Vice-Chair: Michael Dupree
Secretary: Darrah Cloud

Mr. Dupree asked if there were any other nominations from the floor. There being none, Ms. Pratt made a motion to approve the slate of officers as presented. The motion was seconded by Mr. Castella, voted on and unanimously approved.

VI. Public Comment

Dr. Laura Murphy, President of Dutchess United Educators and Professor of History. Commented on resolution # 2025-04:

Good evening. I'm Dr. Laura Murphy, speaking in my capacity as President of Dutchess United Educators, regarding RESOLUTION NO. 2025-04: Approval of the Use of Facilities for Free Speech Policy. I have heard from many DUE members who are extremely concerned about these proposed restrictions on the free expression of students, faculty, and staff.

We are doing research and consulting with DUE's affiliates, New York State United Teachers (NYSUT) and the New York State Conference of the American Association of University Professors (NYSC-AAUP). Since we only had two business days to review this policy, that legal consultation and research is ongoing, but it is already clear that this is a deeply flawed and damaging policy proposal. DUE will have more to say about this issue.

In the meantime, I direct your attention to a recent statement by the AAUP, cited in my email to you this morning, which "condemned" a "wave" of "hastily enacted overly restrictive policies" "imposed as top-down edicts" without input from governance bodies, "... which go beyond reasonable time, place, and manner restrictions, [to] impose severe limits on speech and assembly that discourage or shut down freedom of expression." The AAUP further states that "[t]hose who care about higher education and democracy should be alarmed" about these policies that "severely undermine the academic freedom and freedom of speech and expression that are fundamental to higher education" and "trample on the rights of students," faculty, and staff.*

The AAUP refers to the very limits proposed here:

- *advance "registration for demonstrations or protests,"*
- *"limiting the locations where demonstrations may take place,"*
- *and "whether amplified sound can be used."*

They write: "By acceding to external political pressures and demands for political censorship instead of encouraging the utmost freedom of discussion, college and university administrations abandon their own responsibility for protecting the academic community's central mission of education, research, and service to the broader society and to the public good."

It is also deeply disturbing that, to my knowledge, the Board did not consult with the campus community or even notify us that such draconian requirements were under consideration. This lack of consultation is particularly puzzling in light of the Board's new Policy Development Policy, which calls for "collaboration and input" that "should involve board members, employees, and relevant stakeholders in the policy development process," and states that the Board will "[d]raft and review policies based input received..."

Many questions have been raised by DUE members. For example:

- *Why is the Board proposing to make DCC a "limited" public forum – a specific legal category designated for speech by "certain groups" or for "discussion of certain subjects." Who would decide which groups, and which subjects, and using what criteria?*
- *Would passing this controversial policy open the college up to lawsuits for violating students' and other campus community members' constitutional rights?*
- *When we are trying to get the word out that DCC is a welcoming place to study – why would the Board institute a policy that would violate students' basic rights? How would doing so be consistent with the goals of increasing enrollment and expanding access?*
- *Finally, how can we teach in our classes about the social justice protest movements that have made our country an immeasurably better place, if our own institution physically marginalizes and inhibits our ability and our students' ability to engage in protest?*

I ask that the Board table this Resolution and adhere to the Policy Development Policy, and seek collaboration with and input from all members and organizations of the campus community on this critical matter that has profound implications for the academic integrity of DCC and for democracy itself.

Thank you.

**“AAUP Condemns Wave of Administrative Policies Intended to Crack Down on Peaceful Campus Protest” August 14, 2024*
<https://www.aaup.org/news/aaup-condemns-wave-administrative-policies-intended-crack-down-peaceful-campus-protest>

Michael Adams, Chair of the Professional Staff Organization (PSO); Assistant Professor, Speech and Communications & Media Arts; Program Chair, Communications & Media Arts; Commented on Resolution # 2025-04:

- *Mr. Adam’s commented on our own civil rights being granted out of a form of protest*
- *Mr. Adam’s commented on how PSO feels like they were not afforded the opportunity to respond*
- *Mr. Adam’s commenting on PSO feeling like they do not know where this is coming from*
- *Mr. Adam’s asked the Board three (3) questions:*
 - o *Why is this necessary?*
 - o *Why is it being limited to one small area?*
 - o *What is the punishment?*
- *Mr. Adam’s feels like anything negative about the College is being silenced by administration and the Board.*

Rahim Sow, President of the Student Government Association (SGA), Commented on Resolution # 2025-04:

- *Mr. Sow commented on SGA passing a resolution on September 24 in favor of tabling the resolution.*
- *Mr. Sow commented on SGA feeling like the Board neglected to discuss the changes to the policy with the faculty, staff and students at Dutchess Community College.*

Maya Chinkan, Former Student Trustee, Commented on Resolution # 2025-04:

- *Ms. Chinkan commented on feeling like the policy is limiting the first amendment rights*
- *Ms. Chinkan commented on feeling like this policy Limits people of color to vocalize and communicate how they feel*
- *Ms. Chinkan expressed to the Board of Trustees how important she felt it was to table the resolution*

VII. Consideration of Minutes of Meeting held on August 27, 2024:

Upon motion made by Mr. Dupree seconded by Mr. Guzman, voted on and duly carried, the minutes were approved as distributed.

VIII. COMMITTEE REPORTS

Chairperson Flesland noted for the minutes that all of the resolutions that are presented to the Board for approval are reviewed and discussed at committee meetings prior to the Board meeting.

A. Academic and Student Affairs Committee (D. Cloud)

Ms. Cloud provided the Board with a summary of items discussed at the last Academic and Student Affairs Committee held on September 11, 2024.

B. Board Policy (I. Guzman, Chair)

Mr. Guzman provided the Board with a summary of items discussed at the last Board Policy Committee meeting held on September 11, 2024.

1. Approval of the Use of Fund Balance Policy (Res #2025-01)

I. Guzman offered the following resolution and moved its adoption:

WHEREAS, in keeping with good governance practices, the Board of Trustees Policy Committee reviews the College’s policies on a regular basis, and

WHEREAS, to comply with regulations, a policy on the Use of Fund Balance has been written, and

WHEREAS, the Policy Committee finds said policy to be appropriate to the needs of the College, now, therefore, be it

RESOLVED, that, based upon the recommendations the Policy Committee, and review by the Board of Trustees, the attached policy on the Use of Fund Balance, which shall be made part of the official minutes of this meeting, is hereby approved, and be it

FURTHER RESOLVED, that this policy shall be effective immediately, and be it

FURTHER RESOLVED, that the Board reconsider this policy again within five years or earlier should it be determined revisions are needed prior to the scheduled review date.

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Seconded by **L. Pratt**

Motion Carried Unanimously

2. Approval of the policy on Racial and Other Forms of Discrimination (Res # 2025-02)

I. Guzman offered the following resolution and moved its adoption:

WHEREAS, in keeping with good governance practices, the Board of Trustees Policy Committee reviews the College’s policies on a regular basis, and

WHEREAS, to comply with regulations, a policy on Racial and Other Forms of Discrimination has been written, and

WHEREAS, the Policy Committee finds said policy to be appropriate to the needs of the College, now, therefore, be it

RESOLVED, that, based upon the recommendations the Policy Committee, and review by the Board of Trustees, the attached policy on Racial and Other Forms of Discrimination, which shall be made part of the official minutes of this meeting, is hereby approved, and be it

FURTHER RESOLVED, that this policy shall be effective immediately, and be it

FURTHER RESOLVED, that the Board reconsider this policy again within five years or earlier should it be determined revisions are needed prior to the scheduled review date.

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Seconded by **M. Dupree**

Motion Carried Unanimously

3. Approval of the Involuntary Withdrawal Policy (Res # 2025-03)

I. Guzman offered the following resolution and moved its adoption:

WHEREAS, in keeping with good governance practices, the Board of Trustees Policy Committee reviews the College’s policies on a regular basis, and

WHEREAS, to comply with regulations, an Involuntary Withdrawal policy has been written, and

WHEREAS, the Policy Committee finds said policy to be appropriate to the needs of the College, now, therefore, be it

RESOLVED, that, based upon the recommendations the Policy Committee, and review by the Board of Trustees, the attached Involuntary Withdrawal policy , which shall be made part of the official minutes of this meeting, is hereby approved, and be it

FURTHER RESOLVED, that this policy shall be effective immediately, and be it

FURTHER RESOLVED, that the Board reconsider this policy again within five years or earlier should it be determined revisions are needed prior to the scheduled review date.

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Seconded by **L. Pratt**

Motion Carried Unanimously

4. Approval of the Use of Facilities for Free Speech Policy (Res # 2025-04)

I. Guzman offered the following resolution and moved its adoption:

WHEREAS, in keeping with good governance practices, the Board of Trustees Policy Committee reviews Board and College administrative policies on a regular basis, and

WHEREAS, based upon this review and input from the members of the Board of Trustees, the Policy Committee has determined that the policy on the Use of Facilities for Free Speech needs to be revised, now, therefore, be it

RESOLVED, that, based upon the recommendation of the Policy Committee and review by the Board of Trustees, the revised policy on the Use of Facilities for Free Speech, which is attached and shall be made part of the official minutes of this meeting, is hereby approved, and be it

FURTHER RESOLVED, that this policy shall be effective immediately, and, be it

FURTHER RESOLVED, that the Board reconsider this policy again within five years or earlier should it be determined revisions are needed prior to the scheduled review date.

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Seconded by **L. Pratt**

Vote
Yes – 7 / No - 1
Motion Carried

C. Finance & Facilities (S. Caswell, Chair)

Mr. Caswell provided the Board with a summary of items discussed at the last Finance & Facilities Committee meeting on September 9, 2024.

1. Approval of the Bid for Early Childhood Feasibility Study Award (Res # 2025-05)

S. Caswell offered the following resolution and moved its adoption:

WHEREAS, Request for Proposals for Professional Services for the Early Childhood Expansion Study were requested on RFP-DCC-17-2024, and

WHEREAS, there were six (6) proposals received as shown on the tabulation sheet attached to this resolution, and

WHEREAS, the College has reviewed each proposal, and interviewed the top three firms that met the project specifications, and

WHEREAS, the proposal received from Ashley McGraw Architects, PC best meets the required specifications, and

WHEREAS, the funds are available through the Early Childhood Expansion Grant and the DCC Foundation, now, therefore, be it

RESOLVED, that the contract for Professional Services for the Early Childhood Expansion Study, be awarded to Ashley McGraw Architects, D.P.C., Syracuse NY in an amount not to exceed \$100,000.

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Seconded by **M. Dupree**

Motion Carried Unanimously

2. Approval of the Capital Project for FF&E and Technology Replacement and Upgrades (Res # 2025-06)

S. Caswell offered the following resolution and moved its adoption:

WHEREAS, Dutchess Community College has submitted a new funding request for a capital project for FF&E and Technology Replacements and Upgrades with a total estimated cost of \$400,000 to the SUNY Office for Capital Facilities, and

WHEREAS, upon approval by the SUNY Board of Trustees, the project will be submitted for inclusion in the State Budget as a new capital appropriation in the 2025-2026 budget cycle, and

WHEREAS, the State funds would cover the state share of 50% of this project, and

WHEREAS, the sponsor share of this capital project (\$200,000) would be funded through Capital Chargeback Funds, now, therefore, be it

RESOLVED, that the following capital project is hereby authorized and approved in the amount indicated below:

Project Name	Estimated Total Cost	State's Share (Appropriation)	Sponsor's Share (Capital Chargeback)
FF&E and Technology Replacements and Upgrades	400,000.00	200,000.00	200,000.00

and, be it

FURTHER RESOLVED, that this resolution be forwarded to the Dutchess County Legislature for its consideration.

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Seconded by **I. Guzman**

Motion Carried Unanimously

3. Approval of the Capital Project for the Hudson Hall Interior Reconfiguration – Phase 2 (Res# 2025-07)

S. Caswell offered the following resolution and moved its adoption:

WHEREAS, Dutchess Community College has submitted a new funding request for a capital project for Hudson Hall Interior Reconfigurations – Phase 2 with a total estimated cost of \$3,666,000 to the SUNY Office for Capital Facilities, and

WHEREAS, upon approval by the SUNY Board of Trustees, the project will be submitted for inclusion in the State Budget as a new capital appropriation in the 2025-2026 budget cycle, and

WHEREAS, the State funds would cover the state share of 50% of this project, and

WHEREAS, the sponsor share of this capital project (\$1,833,000) would be bonded in accordance with SUNY funding policy and procedures for capital projects, and

WHEREAS, the project involves either (1) maintenance or repair involving no substantial changes in an existing structure or facility or (2) the replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes, now, therefore, be it

RESOLVED, It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 NYECL Section 0101 et seq., and its implementing regulations, Part 617 of 6 NYCRR, that this project is a “Type II” Action within the meaning of Section 617.5(c)(1) & (2) of 6 NYCRR, and, accordingly, is of a class of actions which do not have a significant impact on the environment and no further review is required, and be it further

RESOLVED, that the following capital project is hereby authorized and approved in the amount indicated below:

Project Name	Estimated Total Cost	State’s Share (Appropriation)	Sponsor’s Share
Hudson Hall Interior Reconfigurations	3,666,000	1,833,000	1,833,000
– Phase 2	0.00	00.00	00

and, be it

FURTHER RESOLVED, that this resolution be forwarded to the Dutchess County Legislature for its consideration.

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Seconded by **B. Biersack**

Motion Carried Unanimously

4. Approval of the Capital Project for the President’s Residence Repairs (Res # 2025-08)

S. Caswell offered the following resolution and moved its adoption:

WHEREAS, Dutchess Community College has submitted a new funding request for a capital project for the President’s Residence Repairs with a total estimated cost of \$150,000 to the SUNY Office for Capital Facilities, and

WHEREAS, upon approval by the SUNY Board of Trustees, the project will be submitted for inclusion in the State Budget as a new capital appropriation in the 2025-2026 budget cycle, and

WHEREAS, the State funds would cover the state share of 50% of this project, and

WHEREAS, the sponsor share of this capital project (\$75,000) would be bonded in accordance with SUNY funding policy and procedures for capital projects, and

WHEREAS, the project involves either (1) maintenance or repair involving no substantial changes in an existing structure or facility or (2) the replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes, now, therefore, be it

RESOLVED, It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 NYECL Section 0101 et seq., and its implementing regulations, Part 617 of 6 NYCRR, that this project is a “Type II” Action within the meaning of Section 617.5(c)(1) & (2) of 6 NYCRR, and, accordingly, is of a class of actions which do not have a significant impact on the environment and no further review is required, and be it further

RESOLVED, that the following capital project is hereby authorized and approved in the amount indicated below:

Project Name	Estimated Total Cost	State’s Share (Appropriation)	Sponsor’s Share
President’s Residence Repairs	150,000.00	75,000.00	75,000.00

and, be it

FURTHER RESOLVED, that this resolution be forwarded to the Dutchess County Legislature for its consideration.

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Seconded by **M. Dupree**

Motion Carried Unanimously

5. Approval of the Contract with Ad Astra Information Systems – Smart Scheduling and Planning Systems (Res # 2025-09)

S. Caswell offered the following resolution and moved its adoption:

WHEREAS, the Ad Astra Smart Scheduling and Planning Systems are specialized software solutions designed to optimize course scheduling, room utilization, and long-term academic planning. The system provides advanced data analytics, integration with existing campus systems, and tailored solutions that meet the specific scheduling and planning needs of higher education institutions, and

WHEREAS, after conducting a thorough review of available scheduling and planning systems, the College has determined that Ad Astra Information Systems is the sole provider capable of delivering the following unique features and functionalities,

Products and Services	2024	2025	2026	2027	2028
Essential Scheduling Subscription	\$ 35,275.00	\$36,333.25	\$37,423.25	\$38,545.94	\$39,702.32
DFW Analysis Subscription	4,150.00	4,274.50	4,402.74	4,534.82	4,670.86
Early Momentum/Degree Velocity™ Subscription	6,225.00	6,411.75	6,604.10	6,802.23	7,006.29
Essential Scheduling Implementation	22,500.00				
DFW & Early Momentum/Degree Velocity™ Implementation	2,500.00				
Total	\$ 70,650.00	\$47,019.50	\$48,430.09	\$49,882.99	\$51,379.48
Total Contract Value	\$267,362.05				

WHEREAS, these unique features are essential to the College’s operation and are not available from any other source, now, therefore, be it

RESOLVED, that the Board of Trustees authorizes the President to enter into a five-year agreement with Ad Astra Information Systems – Smart Scheduling and Planning Systems for a total contract value of \$267,362.05.

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Seconded by **B. Biersack**

Motion Carried Unanimously

D. Personnel & Community Relations (A. Flesland, Chair)

Ms. Flesland provided the Board with a summary of items discussed at the last Personnel & Community Relations Committee meeting held on September 12, 2024.

1. Approval for Dutchess Community College to Appoint and Evaluate their President (Res # 2025-10)

A. Flesland offered the following resolution and moved its adoption:

WHEREAS, New York State Education Law Section 6306, specifies that Dutchess Community College shall be governed by a Board of Trustees; with five members appointed by the local legislative body or board, four by the governor, and one elected from the student body; and

WHEREAS, the Dutchess Community College Board of Trustees appoints Presidents of the college, subject to approval by SUNY’s trustees; and

WHEREAS, the Dutchess Community College Board of Trustees may enter into contracts or agreements deemed necessary or appropriate for the effective operation of the college, including, but not limited to, the employment contract with the President; and

WHEREAS, the responsibility and the authority to conduct the annual performance evaluation of Dutchess Community College president and to amend the terms of his/her/their contract rests solely with the Dutchess Community College Board of Trustees;

NOW, THEREFORE BE IT RESOLVED, that the Dutchess Community College President’s performance appraisal, evaluation and periodic review, and terms and conditions of the employment contract will only be influenced by, altered, or amended via negotiations between the President and the Board of Trustees at Dutchess Community College.

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Seconded by **M. Dupree**

Motion Carried Unanimously

IX. Report of the Student Trustee

Mr. Biersack reported on new clubs that were approved at DCC, the Title IX Intrusion show and SGA’s request to table the Use of Facilities for Free Speech policy being presented at the September 24 Board of Trustees meeting.

X. Report of the Chairperson

Chairwoman Flesland reported on her tenure at Dutchess Community College.

Chair Flesland accepted her appointment as the new chair of the Dutchess Community College Board of Trustees and expressed her excitement and eagerness to begin working with members of the College community.

XI. Report of the President.

President Jordan congratulated Chair Flesland on her appointment as chair of the DCC Board of Trustees and thanked Vice-chair Dupree for his continued service to the College and as chair.

President Jordan reported that Theresa Burke will present at the OER conference in October.

President Jordan reported on Falcon Fest which brought in over 700 students to interact with new clubs and organizations.

President Jordan reported that moving forward, he would like to identify some of the unsung heroes on campus. This evening, Dr. Jordan commended the Marketing and Communications department for all of their hard work and dedication promoting this institution.

President Jordan reported on the college launching its first AI and Integration task force meeting a few weeks ago. This task force is chaired by PJ Darcy and DCC's new CIO, Deepa Dubal.

XII. Other Business

There was none.

XIII. Date of Next Meeting

The next meeting of the Board of Trustees will be held on October 22, 2024 at 6:45 p.m.

XIV. Adjournment

There being no further business to discuss, a motion was made by Mr. Dupree, seconded by Mr. Biersack, voted on, and duly carried, to adjourn the meeting. The meeting adjourned at 7:40 p.m.

Respectfully submitted,



Joia Ponticello
Executive Assistant

Board of Trustees Meeting
September 24, 2024

Resolution # 2025-04 Adoption of Use of Facilities for Free Speech Policy

Vote	Trustee Name
No	Mr. Bobby Biersack
Yes	Mr. Frank Castella
Yes	Mr. Stephen Caswell
Yes	Ms. Darrah Cloud
Yes	Mr. Michael Dupree
Yes	Ms. Angela Flesland
X	Ms. Lisa Gharthey
Yes	Mr. Ibis Guzman
x	Ms. Evelyn Panichi
Yes	Ms. Linda Pratt

Present: 8__

Total: 7 1
Yes No

Absent: 2

Vacant: 0



Joia Ponticello
Executive Assistant to the Board of Trustees
September 24, 2024

VIII.

Finance and Facilities**1. Approval of the contract with Fred. A. Cook, Jr. Inc for Sewer Maintenance (Res #. 2025-11)**

This resolution is for the annual maintenance of the campus sewer lines and all manholes. The contractor will provide all labor, tools, equipment, and incidentals required to complete the maintenance, i.e. hydra flush and clean all main sewer lines, and clean and vacuum all manholes. It is recommended that the contract be awarded to the lowest bidder, **Fred A. Cooke, Jr. Inc.** The contract, which will be for a one-year period, contains an option for two one-year extensions.

2. Approval to enter into a contract with Swim Digital Group for Consulting Services (Res #. 2025-12)

This resolution is for consulting services that support leadership development for change readiness and management workshops. The College seeks to enter into an agreement with Swim Digital Group not to exceed \$47,720 to work with the Presidents Advisory Council (PAC) on improving goals centered around campus culture.

3. Approval to enter into a contract with Guardian for Dental Health Insurance Services (Res #. 2025-13)

The College currently offers a self-funded plan for eligible employees and their dependents. The College is seeking the most advantageous coverage at the lowest, long term cost to the College and to its eligible employees. The intention is to offer a dental insurance program commencing on January 1, 2025.

Proposals were requested for a comprehensive dental insurance program to provide PPO and/or DHMO Dental coverage.

The plan must provide Dental coverage to eligible full-time employees, including their eligible dependents, and retirees of DCC who are in the Covered Class - **Administration, Faculty, and Management Confidential** and have completed the Employment Waiting Period (the period extending to the first day of the month, following the start of full-time employment). This employee covered class consists of approximately 220-250 employees.

The plan must meet and/or exceed all union contractual requirements.

4. Approval of the contract with Mid-Hudson Interpreter Services for Sign Language Services (Res # 2025-14)

Over the past five years, the College has spent varying amounts of money for certified sign language interpreter services. It is anticipated that the expenditure for the 2024-2025 fiscal year may be over \$50,000; therefore, consistent with our procurement policy, the College issued a request for proposals for this service.

In accordance with Section 504 of the Federal Rehabilitation Act and the Americans with Disabilities Act, sign language interpreters will provide reasonable accommodations for students in traditional classroom settings, as well as in off-campus settings as designated by course requirements. Sign language services will also be used as needed for advisement, registration, extra-curricular activities, and special events, such as graduation.

Of the five (5) proposals received; Mid-Hudson Interpreters Poughkeepsie, NY was deemed the best value. Given that American Sign Language is the sole means of accessing and participating in lecture and campus activities, and both MHIS and SLR have provided contracted services over the past several years, it is highly recommended that we grant contracts to both agencies with MHIS providing first refusal and SLR acting as back up for any services MHIS is unable to provide. This has occurred frequently throughout the past year, with neither agency being able to provide a service at one time or another. As a result, a third option is recommended for Virtual Remote Interpreting (VRI) as a last resort if neither MHIS or SLR can serve student interpreter needs. We've had several instances where students did not have interpreters assigned to their classes, or requests for interpreters were unfulfilled. A third option for "on demand" remote services is necessary to ensure student communication needs are met.

The proposals were reviewed by the Office of Accommodative Services. Based upon their evaluation of the proposals it is recommended that Mid-Hudson Interpreter Services be awarded the primary contract on an "as needed" basis. Sign Language Resources and Interpreter will be awarded secondary contracts "as needed". The contract will be for one year with the option for two one-year extensions.

_____ offers the following resolution and moves its adoption:

WHEREAS, bids were duly advertised and requested for SEWER LINE CLEANING MAINTENANCE/SERVICE AGREEMENT on a multi-year basis, and

WHEREAS, bids were received as a result of the solicitation and were publicly opened and read aloud at 3:00 P.M. on September 26, 2024, and

WHEREAS, vendors provided prices as shown on the tabulation sheet attached to this resolution, and

WHEREAS, funds for SEWER LINE CLEANING MAINTENANCE/SERVICE AGREEMENT will be made available in the operational budgets associated with the terms of the contract, now, therefore, be it

RESOLVED, that the bid received for SEWER LINE CLEANING MAINTENANCE/SERVICE AGREEMENT be awarded to Fred A Cook, Montrose, N.Y., the low bidder, in the amount of \$11,450.00, in accordance with the specifications for a multi-year contract in the amounts specified on the attached summary sheet for labor and equipment with operator for work outside the scope of the contract. This contract is for one year with the provision for two (2), one-year extensions.

* * * * *

Seconded by: _____

**DUTCHESS COMMUNITY COLLEGE
POUGHKEEPSIE, NY**

BID OPENING September 26, 2024 @ 3:00PM

	Vendor		Vendor		Vendor		
	Fred A Cook Jr., Inc Montrose, NY		Custom Street Services, LLC Poughkeepsie, NY		TAM Enterprises Goshen, NY		
CAMPUS: Annual Maintenance as Specified	\$	8,500.00	\$	19,330.00	\$	31,530.00	
Conklin Hall:: Annual Maintenance as Specified	\$	2,950.00	\$	4,000.00	\$	4,000.00	
Normal Hourly Rate & Overtime Hourly Rate	Reg Hourly Rate	OT Hourly Rate	Reg Hourly Rate	OT Hourly Rate	Reg Hourly Rate	OT Hourly Rate	
Electric Snake/ Snaking with Operator	\$ 200.00	\$ 275.00	\$ 225.00	\$ 305.00	\$ 300.00	\$ 450.00	
Jetter Truck w/ High Velocity Water Jets with Operator	\$ 325.00	\$ 425.00	\$ 350.00	\$ 470.00	\$ 360.00	\$ 487.50	
Vacuum Truck with Operator	\$ 325.00	\$ 425.00	\$ 350.00	\$ 470.00	\$ 360.00	\$ 487.50	
TV/Video Inspection Camera & Operator	\$ 200.00	\$ 250.00	\$ 225.00	\$ 305.00	\$ 220.00	\$ 287.50	
Portable Jetter with Operator	\$ 325.00	\$ 425.00	\$ 250.00	\$ 325.00	\$ 350.00	\$ 500.00	
Line Locator with Operator	\$ 195.00	\$ 250.00	\$ 225.00	\$ 305.00	\$ 300.00	\$ 450.00	
Mechanic	\$ 130.00	\$ 195.00	\$ 200.00	\$ 285.00	\$ 245.00	\$ 312.50	
Laborer	\$ 100.00	\$ 165.00	\$ 115.00	\$ 190.00	\$ 120.00	\$ 180.00	
Portable Toilet – Per Unit (Daily/Weekly/Monthly)	No Bid		No Bid		4.91 Day	34.37 Week	137.50 Month

BID OPENED BY" _____

BID RECORDED BY _____

RESOLUTION NO. 2025-12

Board of Trustees, Dutchess Community College
October 22, 2024

_____ offers the following resolution and moves its adoption:

WHEREAS, the College seeks to enter into an agreement with Swim Digital Group to provide consulting services to support leadership development for change readiness and management workshops, and

WHEREAS, Swim Digital has been determined to be a sole source provider of the aforementioned services, and

WHEREAS, funds are available through strategic use of fund balance, now therefore, be it

RESOLVED, that the Board of Trustees hereby authorizes the College to enter into the agreement with Swim Digital Group in an amount not to exceed \$47,720 as a sole source provider.

* * * * *

Seconded by _____



10810 Boyette Rd., #2397
Riverview, FL 33569

Dutchess Community College Consulting Agreement

by and between
Dutchess Community College
and
Swim Digital Group

This Consulting Agreement (the "Agreement" or "Consulting Agreement") dated October 15, 2024 states the terms and conditions that govern the contractual agreement between Swim Digital Group (the "Consultant") and Dutchess Community College (or "the College") who agrees to be bound by this Agreement.

WHEREAS, the Consultant offers consulting services in higher education administration, onboarding and recruitment processes, admissions practices and processes, environmental analysis, and national best practices across the industry.

WHEREAS, Dutchess Community College desires to retain the services of the Consultant to render consulting services with regard to such services as outlined above according to the terms and conditions herein for the benefit of the College.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Consultant and the College (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

1. **Term.** The term of this agreement shall be effective, commencing on November 1, 2024, and continuing to and including March 31, 2025.
2. **Termination.** The agreement may be terminated by either party upon sixty (60) days written notice to the other party provided that if the Consultant terminates this Agreement, the Consultant shall, in accordance with the terms and conditions hereof, nevertheless wind up in an orderly fashion assignment for Dutchess Community College which Consultant began prior to the date of notice of termination hereunder.
 - a. Upon termination of this Agreement for any reason, Consultant shall be entitled to receive such compensation and reimbursement, if any, for work performed under the terms of this Agreement, but unpaid, as of the date Consultant ceases work under this Agreement. In addition, the Consultant shall be reimbursed for any non-cancellable obligations, any cancellation penalties, and, unless the Consultant terminates the agreement without cause, any expenditures reasonably made to perform the Services that were to occur had cancellation not occurred.
3. **Compensation and reimbursement.** In consideration of the services to be provided by the Consultant to the College hereunder, the College shall pay the Consultant a total of \$47,720 (\$40,320 plus travel not to exceed \$7,400), to be paid over 5 months as outlined below. Dutchess Community College shall additionally reimburse the Consultant for travel expenses, including hotel, airfare, ground transportation, and per diem for meals not provided. Swim plans for no more than 2 on-site visits during the duration of this contract. Specific dates for these on-site visits will be determined by Swim and Dutchess Community College. Travel will be reimbursed on a separate invoice, and is due upon receipt of invoice.



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Riverview, FL 33569

- a. The first invoice will be for project initiation, strategic planning, and resource allocation, which is 15% of the contract value \$6,048. This will be submitted to Dutchess Community College upon a signed scope of work and due upon receipt. The remaining invoices of \$8,568 will be submitted on the first day of each month beginning December 1, 2024, ending March 31, 2025, and are due in net 45 days. Travel will be invoiced separately and will be due upon receipt.
 - b. Any work required outside of the scope of work outlined above will be billed at the agency rate of \$200/hour within the contingency budget outlined above. Any work or deliverables modified from this scope of work shall require written addendum modifications, which will be discussed before proceeding. No expenses will be incurred without the written permission of the client.
 - c. The pricing of this Agreement is valid for 30 days from the date above. After 30 days, the pricing is subject to change.
4. Scope of services.
Please see the attached: **Addendum One**
5. Confidential Information. The Consultant agrees that any information received by the Consultant during any furtherance of the Consultant's obligations in accordance with this contract, which concerns the personal, financial, or other affairs of Dutchess Community College, its students, or its employees will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms, or organizations. Further, the College agrees that any information received by the College during any furtherance of the College's obligations in accordance with this contract, which concerns the personal, financial, or other affairs of Swim Digital Group, its employees, or its subcontractors will be treated by the College in full confidence and will not be revealed to any other persons, firms, or organizations.
6. Collaboration: Each party shall undertake a cooperative role in taking effective actions and timely execution of documents as appropriate for the mutual benefit of achieving the objectives of this Contract. Dutchess Community College understands and acknowledges that any delay in actions necessary to meet the College's obligations under this Contract may result in additional fees levied by the Contractor or the Contractor's inability to meet specific obligations or deadlines required to fulfill this Contract. The outcome of such an event shall not be considered non-performance by Contactor.
7. Laws Applicable. All questions pertaining to the validity, interpretation, and administration of this Contract shall be determined in accordance with the laws of the State of Florida, regardless of where any service is performed.
- a. The venue for civil actions arising from this Contract shall be Hillsborough County, Florida. For the purpose of Federal jurisdiction, in any action in which the State of Florida is a party, the venue shall be the United States District Court for the 2nd District Court of Appeals.



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b. If any portion of this Contract is found to be in violation of State or Federal Statutes, that portion shall be stricken from this Contract, and the remainder of the Contract shall remain in full force and effect.

8. Notices. Any notice hereunder shall be in writing and either delivered personally or by mail. Any such notice shall be deemed given when delivered personally or, if mailed, five (5) days after deposit in the United States mail. Any notice, demand, amendment, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed as follows:

Dutchess Community
College
53 Pendell Rd,
Poughkeepsie, NY 12601

Swim Digital Group
Attn: Trimeka Benjamin
10810 Boyette Rd., #2397
Riverview, FL 3356

9. Waivers and Amendments. This agreement may be amended, and the terms and conditions hereof may be waived only by a written instrument signed by the parties or, in case of a waiver, by the party waiving the compliance.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written

THE COLLEGE

Dutchess Community College

THE CONSULTANT

Swim Digital Group

Client Name (Printed)

Trimeka Benjamin (Printed)

Client Signature

Trimeka Benjamin (Signature)

Title

Title

Date

Date



10810 Boyette Rd., #2397
Riverview, FL 33569

Addendum One

Dutchess Community College Consulting Proposal

Scope of Services

To support Dutchess Community College in establishing holistic change management and readiness standards and provide the college with a Change Management Activation Plan with insights and tools to impact culture and agency of change, Swim proposes the following phases of services:

Building Phase

Deep Dive/Workshop with PAC

Swim will conduct a Deep Dive with PAC stakeholders, as determined by Dutchess Community College, to establish the rules of engagement for identifying, prioritizing, and strategizing solutions for the college. Swim will facilitate this PAC Deep Dive/Workshop with the goals of:

- Conducting a theoretical conversation surrounding change management
- Understanding the current challenges
- Prioritizing those discussed challenges
- Building a project governance framework

The PAC Deep Dive/Workshop will set the rules of engagement for how PAC wants to identify & address, manage, and measure the solutioning of the challenges across the college community.

Deliverable: *Findings & Recommendations Report with Project Governance Structure*
Leveraging Swim's expertise in national best practices related to culture & change management, Swim will use the research and information gathered to provide a Findings and Recommendations Report as well as the Project Governance Structure for enhancing the culture at Dutchess Community College.

Swim will synthesize all research and data collection and present & deliver a comprehensive report for the President and AVP of HR.

Activation Phase

On-Site Activation Workshop

Swim will host an activation workshop with PAC with the goal of prioritizing the implementation of Swim's recommendations and determining Dutchess' internal ownership. This will include incorporating feedback regarding the findings and recommendations from Swim's discovery. Swim and PAC will co-create the activation plan to achieve priorities defined in PAC Workshop and refined in the Findings & Recommendations Report. including an implementation plan for project structure



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Swim will propose a change management strategy & roadmap for DCC as well as train on utilizing the tools needed to implement and activate the strategy. This workshop will serve as a foundation for activation planning at the top of the organization and will incorporate the team's voices into building the change management strategy, timeline, and roadmap for the college as a whole.

Upon completion, Swim will deliver a comprehensive Change Management Strategy & Implementation

Tools including:

- Defining the change initiatives of the college
- Why statements for each element of change
- Impact assessments for the initiatives outlined in the plan
- Change Management awareness communication plan for college
- Training and Support measures to mitigate any challenges
- Resources allocations needed for plan implementation
- Co-create the overall change management strategy for DCC
- Train on utilizing the tools needed to implement and activate the strategy

The outcome of implementing the change management plan will be the successful adoption of change across the college and a positive change in the culture at Dutchess.

Deliverable: *Change Management Strategy & Implementation Tools, Roadmap, & Timeline*

Account And Project Management

To support the work outlined above, Swim will have a designated Solutions Consultant on-site at Dutchess Community College up to two times within this contract. Additionally, Client Services team members will be on-site during the contract to support the current projects. During these site visits, the Swim team will meet with the appropriate teams to keep each moving to meet the proposed deadlines. The Client Services will also be responsible for the day-to-day client communications, managing all project timelines, and the necessary research and internal coordination for Swim to execute the promised deliverables.

_____ offers the following resolution and moves its adoption:

WHEREAS, a request for proposals was duly advertised and requested for DENTAL HEALTH INSURANCE SERVICES, and

WHEREAS, four (4) proposals were received as a result of this solicitation for, DENTAL HEALTH INSURANCE SERVICES, RFP-DCC-18-2024, requested on or prior to September 9, 2024 and

WHEREAS, the proposal received from Guardian Life Insurance Company of America, best meets the required specifications, and

WHEREAS, funds for the DENTAL HEALTH INSURANCE SERVICES will be made available in the operational budgets associated with the terms of the contract, now, therefore, be it

RESOLVED, that a three (3) -year contract for DENTAL HEALTH INSURANCE SERVICES, in accordance with the specifications, be awarded to Guardian Life Insurance Company of America, Dewitt, NY, for an estimated annual cost of \$268,426.00, and

BE IT FURTHER RESOLVED, the contract will have the option for two (2) one-year renewals.

* * * * *

Seconded by _____

DUTCHESS COMMUNITY COLLEGE
POUGHKEEPSIE, NY
REP-DCC-18-2024

RFP-DCC-18-2024 Dental Health Insurance Services				
OPENING: September 9, 2024 @ 3:00pm				
	VENDOR	VENDOR	VENDOR	VENDOR
	Guardian *	United Health	JJ Stanis	Emblem Health
Preventative (in/out)	100% / 80%	100% / 80%	100%	100% / 100%
Basic (in/out)	100% / 60%	100% / 70%	100%	90% / 80%
Major (in/out)	100% / 60%	100% / 70%	100%	60% / 50%
Ortho (in/out)	50% / 50%	50% / 50%	50%	60% / 50%
Annual Maximum	\$3,250.00	\$3,250.00	\$3,250.00	\$2,000.00
Ortho Annual Maximum	\$3,430.00	\$3,500.00	\$3,430.00	\$2,000.00
Employee (per month)	\$50.00	\$59.06	\$36.20	\$26.61
Employee/Spouse (per month)	\$101.50	\$118.00	(not provided)	(not provided)
Employee/Childres (per month)	\$105.75	\$153.00	(not provided)	(not provided)
Employee/Family (per month)	\$165.80	\$206.67	\$113.64	\$104.45
Total Estimated Cost (annual)	\$268,426.00	\$330,009.00	\$206,766.00	\$161,460.00
Comments	% of fees charged	% of negotiated fee schedule	% of negotiated fee schedule	Doesn't meet annual maximum limits
* Vetting further to ensure proposal meets DUE contract language requirements				
	FY 2023/24 Expenses:	\$ 56,758.00		
	FY 2024/25 Budget	\$ 112,000.00		
	Unfunded	\$ (156,426.00)		

OPENED BY: _____

COMMENTS: _____

RECORDED BY: _____

_____ offers the following resolution and moves its adoption:

WHEREAS, a request for proposals was duly advertised and requested for CERTIFIED SIGN LANGUAGE INTERPRETER SERVICES; and

WHEREAS, FIVE (5) proposals were received as a result of this solicitation for CERTIFIED SIGN LANGUAGE INTERPRETER SERVICES, RFP-DCC-19-2024, requested on or prior to August 21, 2024; and

WHEREAS American Sign Language is the sole means of accessing and participating in lecture and campus activities, and both MHIS and SLR have provided contracted services over the past several years; and

WHEREAS neither agency being able to provide a service at one time or another. As a result, a third option is recommended for Virtual Remote Interpreting (VRI) as a last resort; and

WHEREAS, the request for proposals received from MID-HUDSON INTERPRETER SERVICES, SIGN LANGUAGE RESOURCES INC, AND INTERPRETEK meet the required specifications; and

WHEREAS, funds for the CERTIFIED SIGN LANGUAGE INTERPRETER SERVICES will be made available in the operational budgets associated with the terms of the contract, now, therefore, be it

RESOLVED, that a ONE (1) year contract for CERTIFIED SIGN LANGUAGE INTERPRETER SERVICES, in accordance with the specifications, be awarded to:

- 1) MID-HUDSON INTERPRETER SERVICES, POUGHKEEPSIE, NY
- 2) SIGN LANGUAGE RESOURCES INC, NEWBURGH, NY
- 3) INTERPRETEK, ROCHESTER, NY

WITH MID-HUDSON INTERPRETER SERVICES HAVING THE FIRST RIGHT OF REFUSAL, for Fiscal Year 2025

BE IT FURTHER RESOLVED, The contract will have the option of two (2) one-year renewals

* * * * *

Seconded by: _____

DUTCHESS COMMUNITY COLLEGE
POUGHKEEPSIE, NY
RFP-DCC-19-2024

RFP-DCC-19-2024 Certified Sign Language Interpreter Services					
OPENING: August 21, 2024 @ 3:00pm					
	VENDOR	VENDOR	VENDOR	VENDOR	VENDOR
	Interpretek Rochester, NY	Sign Language Resources Inc. Newburgh, NY	Mid-Hudson Interpreter Service Poughkeepsie, NY	Language Line Solutions Monterey, Ca	Global Language System LLC Raleigh, NC
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Standard Monday- Friday	\$ 110.00	\$ 85.00	\$ 83.00	\$ 100.00	\$ 95.00
Nights, weekends, and Holidays	\$ 120.00	\$ 90.00	\$ 88.00	\$ 150.00	\$ 190.00
Specialized	\$ 140.00				
Weekends & Holidays 5PM- 8AM			\$ 93.00		\$ 142.50

OPENED BY: _____
 COMMENTS: _____

RECORDED BY: _____