

**NASSAU COMMUNITY COLLEGE**  
of the County of Nassau, State of New York  
One Education Drive  
Garden City, New York 11530-6793

Resp. Ctr. / Obj. Code: 1050/73500

**CONTRACT FOR SERVICES**

THIS AGREEMENT, dated August 24, 2022 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) NASSAU COMMUNITY COLLEGE, having its principal office at One Education Drive, Garden City, New York 11530-6793 (the "College"), of Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") and (ii) RH PERRY & ASSOCIATES, residing/having its principal Office at, 206 East Chestnut Street, Suite C, Asheville, NC, 28801 (the "Contractor").

WITNESSETH:

WHEREAS, the College desires to retain the services of the Contractor to perform Executive Search services for the College in order to assist the College's Presidential Search Committee with the hiring of the College's next President, as further described in this Agreement; and

WHEREAS, the Contractor is willing and able to perform the Executive Search services described in this Agreement;

WHEREAS, the Contractor has been awarded this Agreement for the provision of Executive Search services pursuant to a Request for Proposals issued by the College, RFP. No. 030322-0238, with the closing date of March 3, 2022;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. **Term.** This Agreement shall commence on August 15, 2022 and terminate one year thereafter, subject to extension or sooner termination as provided herein. This Agreement may be renewed at the option of the parties from year to year, in one-year increments, for up to four (4) consecutive years. All renewals and extensions are subject to the mutual written consent of both parties.
2. **Services.** The services to be provided by the Contractor under this Agreement shall consist of conducting a comprehensive Executive Search for the College's next President (hereinafter referred to as the "Services") consistent with the contents of RFP. No. 030322-0238 (hereinafter the "RFP") incorporated by reference herein and made part of this Agreement, a copy of which is annexed hereto as Exhibit A.
  - a. In carrying out the Services, the Contractor shall adhere to the SUNY Guidelines for the selection of a Community College President, made a part of this Agreement and annexed hereto as Exhibit B.
  - b. The Services are expected to be conducted and completed in accord with the search process timeline, made a part of this Agreement and annexed hereto as Exhibit C.

- c. The Services to be conducted by the Contractor shall include, but shall not be limited to, the following:
- i. Contractor will work closely with the Board and the Search Committee in developing a strategy for carrying out the recruitment, including outreach to encourage applicants from diverse backgrounds to apply.
  - ii. Contractor will assist in the preparation of the position description.
  - iii. Contractor will identify candidates representing diverse backgrounds through a broad marketing and communication strategy, including but not limited to personal recruitment, national advertising support and social media outreach.
  - iv. Contractor will conduct marketing and advertising initiatives on behalf of the College, including developing and placing print and online advertisements in the Chronicle of Higher Education, as well as other appropriate state and national media, publications, and websites.
  - v. Contractor will review the submitted resumes for background and qualifications and conduct telephone interviews to clarify each applicant's experience if necessary.
  - vi. Contractor will prepare a written summary of 15-20 most competitive candidates. All resumes submitted, including those not within the top 15-20, shall be given to the Board and Search Committee for review.
  - vii. Contractor will conduct reference checks and provide reference reports to the Search Committee on the semi-finalists selected prior to semi-finalist interviews. It is anticipated that there will be 8-10 semi-finalists. Reference reports are comprised of in-depth reference checks, to be carried out by Contractor.
  - viii. Upon the College's request, Contractor will also conduct educational background, criminal background, litigation, driving and financial background checks of the semi-finalists. However, upon its discretion, these background checks may also be carried out by the College.
  - ix. Prior to conducting reference checks, Contractor will request that each semi-finalist fill out a disclosure statement, disclosing any past criminal convictions, prior terminations from employment, and any other information which may be pertinent to the Committee in making the decision concerning the semi-finalist's candidacy.
  - x. When conducting reference and background checks, Contractor will ensure that each semi-finalist executes an appropriate waiver agreeing to and authorizing the Contractor and the College to conduct the above-described

reference checks. Contractor will also obtain formal permission of all candidates prior to contacting their references.

- xi. In the event politically sensitive or potentially embarrassing issues arise from candidates' background, Contractor will conduct in-depth interviews with principal parties to clarify the events and clearly present pertinent information to the Board of Trustees and/or Search Committee.
- xii. Upon the College's request, Contractor will conduct psychometric and other assessments of the semi-finalists using tools such as *Word Survey* and *LIFO* web-based assessments.
- xiii. Contractor will develop a process with the Search Committee for semi-finalist interviews, coordinate candidates' participation in interviews and facilitate such interviews. This will include assisting the Board and Search Committee with drafting of interview questions, as well as assisting the College with logistical aspect of candidate interviews, and candidate campus visits (i.e., inviting candidates for interviews, scheduling and facilitating the interviews, coordinating with candidates regarding travel (candidates will book their own travel arrangements and request reimbursement from the College), etc.).
- xiv. Throughout the search process, Contractor will prepare progress reports on behalf of the Board, to be distributed to internal and external College constituents.
- xv. Throughout the search process, Contractor will keep applicants apprised of their status in the search and will notify semi-finalists and finalists about their selection.
- xvi. Contractor will send out personal thank you notes to all semi-finalists.
- xvii. Contractor will advise the Board of Trustees on contracts and compensation packages once finalists are identified.
- xviii. Contractor will work with the Board of Trustees to present the finalists to the College community.
- xix. Contractor will assist the Board in negotiating, facilitating and finalizing the offer and acceptance of the position for College president.
- xx. Contractor will assist by providing advice and a plan for a successful transition of the new president and support the College until a transition is made.

3. **Payment.** (a) Amount of Consideration. In full consideration for the Services to be rendered by the Contractor to the College for the term of this Agreement, the Contractor will be paid as follows:

- Base Fee: For the Services, the Contractor will be paid a Base Fee of Ninety Thousand Dollars (\$90,000.00). This Base Fee will include all the Services outlined in the RFP and above, including all on-site visits by Contractor to the College campus and in-depth summary reference reports on the 8-10 semi-finalists. This Base Fee shall not include Reimbursable Expenses and Optional/Additional Services, as defined below.
  - Reimbursable Expenses: The Contractor will be reimbursed for actual, necessary and reasonable out of pocket expenses of travel, lodging, and meals for Contractor's employees; costs of placing advertisements into publications and brochure mailing costs. Claims for direct expense reimbursement must be accompanied by proper documentation and actual receipts.
    - Airfare reimbursement will be limited to coach airfare.
    - Reimbursement for lodging and other hotel accommodations will not exceed Two Hundred and Fifty Dollars (\$250.00) per night, unless pre-approved in writing by an authorized College representative.
    - Meals will be reimbursed at a per-diem not-to-exceed amount of Sixty-Nine (\$69.00) per day. Receipts will not be required for meal reimbursement.
    - Reimbursement for advertising expenses will require the submission of invoices generated by the relevant media sources.
  - Optional/Additional Services:
    - Background Checks: Educational background, credit, criminal background, litigation, driving and financial background checks of the semi-finalists will be billed at cost.
    - Psychometric Assessments: In the event the College asks Contractor to conduct psychometric assessments, such will be billed at Two Hundred Fifty Dollars per assessment.
  - Maximum Amount of Compensation: The parties acknowledge that the maximum amount of compensation for the services rendered by the Contractor during the term of this Agreement shall not exceed One Hundred Fifteen Thousand Dollars (\$115,000) (the "Maximum Amount"), unless amended to include additional funds for a continuation of services. Contractor agrees that this Maximum Amount includes the Base Fee, Reimbursable Expenses and Optional/Additional Services, as defined above, and reimbursement for all other costs incidental to the Services to be provided by contractor under this Agreement.
- (b) Payments to the Contractor will be made in partial payments, as follows:
1. First payment of \$21,000 (Twenty-One Thousand Dollars) shall be billed at the completion of Phase 1.

2. Second payment of \$27,000 (Twenty-Seven Thousand Dollars) shall be billed at the completion of Phase 3, provided that due diligence is conducted for semi-finalists. If only conducted for finalists, the amount due shall be \$21,000 (Twenty-One Thousand Dollars) for the second payment.
3. Third payment of \$21,000 (Twenty-One Thousand Dollars) shall be billed at the completion of Phase 4.
4. Fourth payment of \$21,000 (Twenty-One Thousand Dollars) shall be billed once the new President is appointed by the Board of Trustees and such appointment is approved by the SUNY Board of Trustees.

(c) The Contractor acknowledges that payment may only be made to the Contractor upon Contractor's compliance with the College's bill paying procedures, including submitting an invoice to the College Accounts Payable Department (Tower 6<sup>th</sup> Floor, One Education Drive, Garden City, NY 11530), which lists in sufficient detail the services rendered, the date(s) services were performed, and fees charged. By submitting an invoice, the Contractor certifies that all services were rendered as set forth on the invoice, that the fees charged are in accordance with this Contract for Services, that the claim is just, true and correct, and actually due and owing and has not been previously claimed. The Contractor may also email invoices to: INVOICES@NASSAU.UNIMARKET.COM with the Purchase Order number referenced in the subject line of the email.

(d) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the College's receipt of the services that are the subject of the claim and no more frequently than once a month.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the College.

(f) Payments in connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the College did not desire to receive such services.

4. **Contractor Guarantee:** If upon the conclusion of the search process: (1) the search does not result in the appointment of a new College president who is formally approved by the SUNY Board of Trustees, or (2) the College hires a candidate whom the Contractor has evaluated and recommended, and within one (1) year of the hiring date the successful candidate is either terminated by the College for cause or misconduct, or the successful candidate resigns from the position, the Contractor shall conduct a new search for a President at no additional cost to the College except for incurred direct Reimbursable Expenses and Optional/Additional Services, if any, as defined above. The guarantee excludes those situations where the placement departs due to organizational realignment or change of ownership, death or disability, or material changes in the position.

5. **Confidential Information.** The Contractor agrees that information, which it receives orally

or in writing pursuant to the Agreement, shall be treated in a confidential manner and disclosed only to designated officers of the College ("Confidential Information"). Such information may include without limitation, documents, memoranda, notes, data, reference materials, information, reports, recommendations, analyses, or records accumulated by or made available to the Contractor as a result of performing services under this Agreement. For purposes of this Section, Confidential Information shall mean, without limitation: (i) any information that is specifically marked as "Confidential"; (ii) information which the College has requested in writing to be kept confidential; and (iii) information which is disclosed verbally and identified as confidential at the time of disclosure.

6. **Ownership of Information.** Upon execution of this Agreement, any reports, documents, data, photographs and/or other material produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials, in any format related to such items, shall become the exclusive property of the College. It is hereby acknowledged and agreed to by both parties that Contractor's internal documents, work papers, and database files shall remain the exclusive property of the Contractor during the term of this Agreement and at all times thereafter.

7. **Independent Contractor.** The Contractor is an independent contractor of the College and County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a College or County employee, (ii) commit the College or County to any obligation, or (iii) hold itself, himself or herself out as a College or County employee or as having the authority to commit the College or County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

8. **No Arrears or Default.** The Contractor is not in arrears to the College or County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the College or County, including any obligation to pay taxes to, or perform services for or on behalf of, the College or County.

9. **Compliance With Law.** (a) **Generally.** The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices L and EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) **Nassau County Living Wage Law.** Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which may be determined solely by the County. Contractor has the right to cure such breach within thirty

days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance attached to this Agreement as Appendix L, and to provide to the County any information necessary to maintain the certification's accuracy.

(c) **Records Access.** The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the College and/or County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the College and/or County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

10. **Minimum Service Standards.** Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct their activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

11. **Assignment; Amendment; Subcontracting; Waiver.** This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the College President or his duly designated deputy. Any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. **Termination.** (a) Generally. This Agreement may be terminated (i) for any reason by the College upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the College immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the College and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Director of Procurement (the "Director"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Director shall be given to the College Counsel of the College on the same day that notice is given to the Director.

(c) Contractor Assistance Upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the College (including those set forth in other provisions of this Agreement) to assist the College in transitioning the Contractor's responsibilities under this Agreement. The provisions of this Section shall survive the termination of this Agreement.

13. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify, defend and hold harmless the County, the College and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the College or County.

(b) The Contractor shall, upon the County and/or College's demand and at the County and/or College's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the College in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

14. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" and "Nassau Community College" as additional insureds with "Nassau Community College" as certificate holder, and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate coverage; (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than One Million Dollars



(\$1,000,000) per occurrence and Two Million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law and with the North Carolina State Workers' Compensation Law, and (iv) such additional insurance as the County or College may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County and College, and (ii) in form and substance acceptable to the County and College. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the College. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the College of the same and deliver to the College renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County or College reserves the right to consider this Agreement terminated as of the date of such failure.

15. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years, complete and accurate records, documents, accounts and other evidence ("Records") pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles. Such Records shall at all times be available for audit and inspection by the College or County and any other governmental authority with jurisdiction over this Agreement, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

16. Prohibition of Gifts. In accordance with College's Procurement Policy, the Contractor shall not offer, give, or agree to give anything of value to any College employee, agent, consultant, construction manager, or other person or firm representing the College (a "College Representative"), including members of a College Representative's immediate family, in connection with the performance by such College Representative of duties involving transactions with the Contractor on behalf of the College, whether such duties are related to this Agreement or any other College contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

17. **Disclosure of Conflicts of Interest.** The Contractor has disclosed as part of her response to the College's Qualification Statement Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a College employee of the College department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

18. **Limitations on Actions and Special Proceedings Against the County.** No action or special proceeding shall lie or be prosecuted or maintained against the County or College upon any claims arising out of or in connection with this Agreement unless:

(a) **Notice.** At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the College Counsel for adjustment and the College shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the College Counsel under this Section to each of (i) the applicable Department Vice President and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the College Counsel. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County/College.

(b) **Time Limitation.** Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

19. **Work Performance Liability.** The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement, irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

20. **Consent to Jurisdiction and Venue; Governing Law.** Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

21. **Notices.** Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a College employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Procurement Department, to the attention of the Director at One Education Drive, Tower 4, Garden City, NY, (ii) if to the Office of General Counsel, to the attention of the College Counsel at the address specified above for the College, and (iii) if to the Contractor, to the attention of the person

who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

22. **All Legal Provisions Deemed Included; Severability; Supremacy.** (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

23. **Section and Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

24. **Entire Agreement.** This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

25. **Executory Clause.** Notwithstanding any other provision of this Agreement:

(a) **Approval and Execution.** The College shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all College approvals have been obtained, and (ii) this Agreement has been executed by the College President or another duly authorized College Representative (as defined in this Agreement).

(b) **Availability of Funds.** The College shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated and encumbered.

IN WITNESS WHEREOF, the Contractor and the College have executed this Agreement as of the date first above written.

OFFICE OF THE COUNTY ATTORNEY

By: Nicholas P. Sarandis

Name: Nicholas P. Sarandis

Title: Deputy Co. Attorney Date: 8-22-2022

CONTRACTOR

Signature: 

Print Name: Paul G. Doeg

Title: President and Chief Operating Officer Date: August 12, 2022

BUREAU OF REAL ESTATE & INSURANCE

By: Nicholas P. Sarandis

Name: Nicholas P. Sarandis

Title: Deputy Co. Attorney Date: 8-22-2022

DEPARTMENT VICE PRESIDENT

Signature: Lisa Hahn

Name: Lisa Hahn

Date: 8-24-22

PRESIDENT, NASSAU COMMUNITY COLLEGE

Signature: Maria P. Conzatti

Name: Maria P. Conzatti

Date: 8/24/22

I certify that this copy of the contract is a true and complete copy of this contract.

Donna M. Haugen  
College Counsel

8/24/22  
Date

NASSAU COMMUNITY COLLEGE NOTARIZATION

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 24<sup>th</sup> day of August in the year 2022 before me personally appeared Maria P. Conzatti Interim President of Nassau Community College, the municipal corporation described herein, and which executed the above instrument; and that he or she signed his or her name thereto and is authorized to act on behalf of Nassau Community College.

NOTARY PUBLIC

Anne E. Brandi

**ANNE E. BRANDI**  
Notary Public, State of New York  
No. 01080104793  
Qualified in Nassau County  
January 26, 2024

CONTRACTOR NOTARIZATION

STATE OF NEW YORK)

)ss.:

COUNTY OF Broome

On the 12<sup>th</sup> day of August in the year 2022 before me personally appeared Paul G. Poeg to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Broome; that he or she is a President of RH Perry & Associates, the organization/corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the Board of Directors of said corporation.

NOTARY PUBLIC

James M. Bahls  
My Commission Expires 11/19/24



# NASSAU COMMUNITY COLLEGE

of the County of Nassau • State of New York

Office of Procurement • One Education Drive, Garden City, NY 11530

PHONE: (516) 572-7300 • FAX (516) 572-7618 • WWW.NCC.EDU

## REQUEST FOR PROPOSALS (RFP)

RFP No.: 030322-0238

Title: Executive Search Services

RFP Due Date and Time: March 3, 2022, no later than 2:00 PM

RFP Submission: See "RFP Submittal Instructions" Below

Proposals must be in the actual possession of Nassau Community College on or prior to the RFP Due Date and Time at the location indicated below. The College retains the right to reject late proposals. Proposals must be signed and submitted in a sealed envelope with the name and address of proposing firm, RFP No./Title, and, RFP Due Date/Time clearly indicated on the outside of the envelope, if mailed.

### RFP Submittal Instructions:

As the College is currently operating mostly remotely, **proposals will be accepted electronically** before the RFP Due Date and Time indicated above. **Proposers are encouraged to submit their proposal with electronic signatures via email to: [Procurement@NCC.edu](mailto:Procurement@NCC.edu).** If proposal is being sent electronically via email, do not mail paper documents.

Additional instructions for preparing a proposal are provided within the RFP.

### **Proposals may be mailed to the following address.**

The Mail Room receives USPS and Fed Ex Express at:

Nassau Community College  
Procurement  
Mail Room  
One Education Drive  
Garden City, NY 11530-6793

The Receiving Department receives UPS and Fed Ex Ground at:

Nassau Community College  
Receiving - Perimeter Road  
9 Endo Drive  
Garden City, NY 11530-6793  
Open: Mon., Tues., Wed., Thurs. 9:00am-4:00pm  
for delivery information: 516-572-7337

WHERE SUCCESS STARTS...AND CONTINUES

Nassau Community College is a unit of The State University of New York sponsored by Nassau County



## NASSAU COMMUNITY COLLEGE

of the County of Nassau • State of New York

Office of Procurement • One Education Drive, Garden City, NY 11530

PHONE: (516) 572-7300 • FAX (516) 572-7618 • WWW.NCC.EDU

**SUBMITTERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ  
THE ENTIRE SOLICITATION.**

For questions regarding  
General Terms and Conditions contact:

**Phillip Cappello**  
E-mail: [Phillip.Cappello@ncc.edu](mailto:Phillip.Cappello@ncc.edu)

For questions regarding  
Scope or Specifications contact:

**Laurie Parise, Buyer**  
E-mail: [Laurie.Parise@ncc.edu](mailto:Laurie.Parise@ncc.edu)

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**RFP NUMBER: 030322-0238**

## **SECTION ONE: SCOPE OF SERVICES**

### **I. GENERAL BACKGROUND INFORMATION**

Nassau Community College (the “College”) is a public community college located in Nassau County, New York. It is the largest single-campus community college associated with the State University of New York (SUNY) and includes 43 buildings set on 225 acres. Approximately 15,000 full and part time students attend classes and approximately 2,000 full and part time faculty work at the College. Nassau Community College is funded in part by New York State, Nassau County and student tuition.

The College is soliciting proposals from a qualified executive search firm to assist the Board of Trustees (hereinafter the “Board”) in the selection of a President. It is anticipated that the position of the President will be filled by mid-November 2022. This Request for Proposals (“RFP”) describes the scope of work to be performed; minimum proposer qualifications; required proposal format and content; proposal evaluation criteria; and required terms of any agreement resulting from this RFP.

The College expects to enter into an agreement with the one (1) firm who submits a proposal most advantageous to the College. Potential firms with verifiable qualifications and demonstrated ability are invited to submit proposals for the RFP services.

It is strongly encouraged by the College for the Proposer to use M/WBE firms for participation as prime consultants, joint-venture partners, and sub-consultants for all NCC contracting opportunities. It is at the sole discretion and judgment of the proposing firm to determine whether it’s proposed M/WBE firms(s) has/have the necessary qualifications and experience for the type of services and work to potentially be assigned.

### **II. SCOPE OF SERVICES**

The executive search firm should provide at minimum the following services:

- Work together with the Board and Search Committee in developing a strategy for carrying out the recruitment, including outreach to encourage applicants from diverse backgrounds to apply.
- Assist in the preparation of the position description.
- Identify potential contacts and conduct personal outreach recruiting.
- Prepare advertisements for review by the Search Committee as well as placing these advertisements for the position in appropriate publications and other media.
- Review resumes for background and qualifications followed by telephone interviews to clarify each applicant’s experience if necessary.
- Prepare a written summary of 15-20 most competitive candidates. All resumes that were submitted but did not reach the top 20 shall be forwarded to the Search Committee and to the Board for review.



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- Develop a process with the Search Committee for semi-finalist interviews and coordinate candidates' participation in interviews. It is anticipated that there will be a total of between 8-10 semi-finalists.
- Verify each semi-finalist's educational background, and conduct criminal, financial, media and civil litigation checks.
- In the event politically sensitive or potentially embarrassing issues arise from candidates' background, conduct in-depth interviews with principal parties to clarify the events and clearly present pertinent information to the Search Committee.
- Adhere to SUNY Guidelines (pertinent excerpts of which are attached hereto as Attachment B).

***Tentative Schedule:***

The Executive Search Firm should be prepared to meet the following tentative timelines:

<u>May 2022</u>	Draft of Job Description submitted to Search Committee
<u>May 2022</u>	Job Description finalized
<u>June 2022</u>	Advertisements published
<u>July/Aug 2022</u>	Contractor submits list of 15-20 candidates to Search Committee along with remainder of resumes
<u>Sept 2022</u>	Contractor receives list of 8-10 semi-finalists and begins background checks
<u>Oct 2022</u>	Background data returned to Search Committee
<u>Oct/Nov 2022</u>	First round of interviews scheduled by Contractor and conducted by Search Committee
<u>Nov 2022</u>	Second round of interviews scheduled by Contractor and conducted by Search Committee (if applicable)
<u>Nov 2022</u>	College President selected

**III. PERIOD OF SERVICES**

The contract shall have a term of one (1) year with the option for four subsequent one-year renewals. All extensions are subject upon the mutual consent of both parties.

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**SECTION TWO: EVALUATION CRITERIA**

Proposals shall be on 8 1/2" by 11 size paper, organized as shown below with an index and tabbed dividers between sections, and shall include the necessary information needed to establish the Proposer's background, expertise, and qualifications to provide the services as set forth in the Scope of Services (Section 1). Services and Cost Proposal shall reflect and include the necessary level of effort required to advance the project through completion. It is recommended that Proposer limit its proposal to twenty-five (25) pages, excluding resumes.

**RFP Due Date: March 3, 2022 no later than 2:00 pm**

**PROPOSAL REQUIREMENTS**

Proposers must submit one (1) original (Clearly Labeled), plus five (5) copies of their Services and Cost Proposal with other relevant information in a properly labeled and sealed envelope. Faxed proposals will not be considered. NOTE: As the College is currently operating mostly remotely, proposals will be accepted electronically and may be emailed before the RFP Due Date and Time indicated above to the following email address: [Procurement@NCC.edu](mailto:Procurement@NCC.edu). If proposal is being sent electronically via email, paper documents will not be required.

The proposal document must be submitted with an original ink signature by the person authorized to sign the proposal. Erasures, interlineations or other modifications in the proposal shall be initialed in original ink by the authorized person signing the offer. In case of error in the extension of prices in the proposal, the unit price will govern. Periods of time, stated as a number of days, shall be calendar days. **NOTE: As the College is currently operating mostly remotely, proposals submitted electronically may be submitted with electronic signatures.**

It is the responsibility of all Proposers to examine the entire Request for Proposal package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing an offer confers no right of withdrawal after due time and date.

The issuance of this Request for Proposal does not obligate the College to pay any costs incurred in the preparation and submission of proposals.

**EFFECTIVE PERIOD OF OFFER**

This offer shall remain in effect for a period of ninety (90) calendar days from the offer opening date and is irrevocable.

**AMENDMENTS**

The College shall not be responsible for any oral instructions made by any employees or officers of the College in regard to the instructions, specifications, or contract documents. Any changes to the plans and specifications will be in the form of an amendment, which will be furnished to all Proposers who

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are listed with the College as having received the Solicitation, or to any other Proposer who requests an amendment or addendum.

**RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS**

The Proposer's products and services must be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not reference is made to same in this RFP.

**REJECTION OF OFFERS**

The College reserves the right to reject any or all offers, or any part thereof; to accept any offer or any part thereof; or to waive any informality when it is deemed to be in the College's best interest.

**AWARD OF CONTRACT**

- A. Unless the Proposer states otherwise, or unless otherwise provided within the Request for Proposal, the College reserves the right to award as applicable by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the College.
- B. Notwithstanding any other provision of the Request for Proposal, the College expressly reserves the right to:
- (1) Waive any immaterial defect or informality; or
  - (2) Reject any or all Proposals, or portions thereof; or
  - (3) Reissue a Request for Proposal.
- C. A response to a Request for Proposal is an offer to contract with the College based upon the Terms, Conditions, Scope of Work, and Specifications contained in the College's Request for Proposal.

**REQUIRED FORM OF SUBMISSION**

Proposals **must** include the following required documents:

- **Table of Contents**
  - *Firm must include this form in your proposal as the Table of Content. You must submit proposal in the format provided, with the separate sections clearly tabbed.*
- **Technical Proposal**
- **Cost Proposal (Section Four)**
- **Proposer Certification and Qualification Statement (Section Five)**

**Optional** information to be submitted, if necessary:

- **Any comments regarding the Terms and Conditions (Section Three) or Attachment A – Form of Contract.**
  - *A lack of comments will be considered full acceptance of the contract terms on the part of the firm.*

**Note: Failure to submit any of the required documents may deem the Proposer non-responsive.**

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**TABLE OF CONTENTS**

**Note: This form MUST be included in your proposal as the Table of Contents and  
PROPOSAL MUST BE SUBMITTED IN THE ORDER LISTED BELOW**

<b><u>TAB</u></b>	<b><u>ITEM</u></b>	<b><u>Please check if</u></b>		
		<b><u>Included</u></b>	<b>or</b>	<b><u>N/A</u></b>
1.	TABLE OF CONTENTS	<input type="checkbox"/>		
2.	INTRODUCTORY STATEMENT	<input type="checkbox"/>		
3.	SERVICE PROPOSAL	<input type="checkbox"/>		
i.	Section A – Appropriateness and Quality of Firm’s Experience	<input type="checkbox"/>		
ii.	Section B – Qualifications of Proposed Staff	<input type="checkbox"/>		
iii.	Section C – Proposed Approach and Methodology	<input type="checkbox"/>		
iv.	Section D – Cost Proposal	<input type="checkbox"/>		
v.	Section E – MWBE Participation	<input type="checkbox"/>		
4.	PROPOSER CERTIFICATION AND QUALIFICATION STATEMENT (Section Five of RFP)	<input type="checkbox"/>		
5.	ACKNOWLEDGEMENT OF AMENDMENTS	<input type="checkbox"/>		<input type="checkbox"/>
6.	COMMENTS REGARDING SECTION THREE: TERMS AND CONDITIONS	<input type="checkbox"/>		<input type="checkbox"/>
7.	SUPPLEMENTAL INFORMATION (Optional)	<input type="checkbox"/>		<input type="checkbox"/>

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**INTRODUCTORY STATEMENT** (not more than two pages)

The Proposer shall convey an understanding of the overall services required; summarize key points of the firm's proposal, including any explanatory remarks; provide information that demonstrates the Proposer's ability to perform the work in a complete, timely and professional manner, including, but not limited to, past performance.

**EVALUATION CRITERIA**

Proposals will be evaluated and ranked by a Search Committee composed of the College's personnel based on the following:

**I. Minimum Qualifications (Pass/Fail)**

The executive search firm shall have the following minimum qualifications:

- Recruiting, evaluating, completing background checks for executives in the higher education domain and assisting search committees in recommending candidates for selection of a College President and/or Chief Executive.
- Five years in higher education recruitment experience and/or Chief Executive searches.

**II. Technical Proposal:**

Section A: Appropriateness and Quality of Firm's Experience	20%
Section B: Qualifications of Proposed Staff	30%
Section C: Proposed Approach and Methodology	25%
Section D: Cost Proposal	20%
Section E: MWBE Participation	5%

**Section A – Appropriateness and Quality of Firm's Experience** 20%

- Provide general background information explaining why the firm is well suited to perform the requirements of this RFP and how the qualifications of the firm and its personnel relate to the scope of services described in this RFP;
- Demonstrate your firm's experience in delivering a Chief Executive Officer for a multi-faceted institution;
- List a minimum of five (5) higher education institutions with whom your firm has provided similar services to those described in Section 1 within the past five (5) years. Include the following information for each institution:
  - A detailed description of the scope;
  - Date of completion;
  - The role of your firm;
  - Client/company name;
  - Name, title, and role of reference;
  - Client/Company address, phone number, and email address.

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- In addition, provide a minimum of five (5) client references with whom your firm has recently (within the past five (5) years) undertaken executive search services, and if applicable, is **currently providing** the type of service described in Section One of this RFP (“Scope”). For each project, include the similar details as requested in this Section A. **It would be preferable that for these requested references, at least one be that of a community college.**

**Section B – Qualifications of Proposed Staff**

**30%**

- Provide resumes of staff proposed by your firm to provide services under this RFP. Resumes should be comprehensive and note relevant experience. Discuss the proposed team organization (with organization chart) and proposed number of personnel that would be assigned to the College under the contract. Include information regarding the duties and responsibilities of each proposed staff member and relevant experience;
- Identify the account team structure your firm would use on the College account. List the names of the proposed account service team and describe each member’s service role. Include at least two qualified individuals from your firm having a minimum of five years’ experience in higher education who would be assigned to work directly with the College. Identify the staff person who will be the day-to-day contact for the College. Attach resumes for the lead service team members describing their qualifications including credentials, experience, responsibilities, and specifically, work on similar engagements;
- Minimum of one (1) reference for each individual including name, address, e-mail, and telephone number of contact person as well as a brief description of the projects within the past three years the proposed individual has undertaken;
- State the name of the agency or firm, address, contact information and contact person for the proposal submission. List statewide offices. Identify the office from which the College account would be serviced. Provide a brief description of the history and organization of your firm, and of any proposed subcontractor;
- Provide copies of licenses, professional certifications or other credentials, together with evidence that your firm, if a corporation, is in good standing and qualified to conduct business in New York State.

**Section C – Proposed Approach and Methodology**

**25%**

Describe the firm’s philosophy and understanding related to the services required by this RFP and services related to community colleges, including the firm’s approach and strategies.

- Describe the approach your firm would follow for the required services. Include specific techniques and procedures your firm may use to accomplish each task;
- Describe management techniques/approaches that would be utilized under this contract;
- Describe past issues encountered and how these issues were addressed;
- Describe anticipated problems and proposed solutions, including innovative approaches in providing the required services, in collaboration with the Board and Search Committee;

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- Include information on, and indicate the availability of key staff and all other personnel required for this project during this period, including information about their designated duties and responsibilities, and percent of time each individual will be allocated to performing the required services;
- Describe any unique services or benefits your company can offer the College;
- Confirm your understanding of and ability to comply with Scope of Services described in Section 1;
- Include a proposed schedule to complete the project along with a planned timeframe.

**Section D – Cost Proposal**

**20 Points**

- Section 4 – Cost Proposal must be inclusive of all costs and fees for providing the services requested in this RFP;
- Proposers should detail their cost proposal on the most favorable terms available, including any travel costs and other expenses;
- Proposers should submit either a firm fixed price proposal or any other fee proposal, along with a proposed schedule of payments for the services requested in the scope of work. Submit any other pricing/cost data necessary to carry out this project (i.e. advertising costs). Proposals submitted without a suggested pricing schedule will not be considered.

**Section E – MWBE Participation**

**5 Points**

To promote full participation by Minority-Owned/Women-Owned Business Enterprises (M/WBE) in NCC's professional service contract opportunities, NCC will evaluate proposals to determine the level of meaningful participation by M/WBE firms. M/WBE firms may participate as prime consultants, sub-consultants or as joint venture partners. The level of participation will apply to all firms submitting proposals and will be evaluated by the Selection Committee. It will account for five percent (5%) of the overall rating points used in the evaluation of the proposal.

NCC strongly encourages the use of M/WBE firms for participation as prime consultants, joint-venture partners, and sub-consultants for all NCC contracting opportunities. In order to receive evaluation credit for M/WBE participants, the proposed M/WBE firm(s) must be certified at the time that the proposals are due to be submitted to NCC. The proposal must identify the specific certified M/WBE firm or firms upon which evaluation credit is sought, and shall indicate the extent and nature of the M/WBE's work and include the percentage of the total engagement that will be performed by the M/WBE firm in connection with the proposal. M/WBE participation in auxiliary services (e.g., graphics, printing and other services) is acceptable, but will only be given evaluation credit if it augments the primary service of this RFP.

It is at the sole discretion and judgment of the proposing firm to determine whether its proposed M/WBE firm(s) has/have the necessary qualifications and experience for the type of services and work to potentially be assigned. All proposers may select M/WBE sub-consultants or joint venture with an M/WBE firm to receive a maximum of five (5) M/WBE participation points.

Proposers should describe in detail the level of participation of M/WBE firms, either as sub-consultants or as

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joint venture partners. Proposers shall indicate specifically the extent and nature of the M/WBE's scope of work as it relates to the services described in the RFP. Proposers must provide the M/WBE's current proof of certification as a minority-owned, or women-owned, business enterprise, at the time of submittal.

**Description of M/WBE participation must include:**

- Name of Firm(s);
- Key personnel for each M/WBE firm that will work on this project;
- Nature of M/WBE participation that will be utilized, e.g. prime consultant, joint venture partner, or sub-consultant;
- Indicate the proposed percentage of M/WBE participation that will be utilized in connection with this contract;
- Copies of M/WBE certifications of the prime consultant and sub-consultants should be attached separately;
- The List of Sub-Consultants must be included with the proposal.

**SUPPLEMENTAL INFORMATION**

(Not a weighted criterion)

This section should include any additional information relevant to but not included in the previous sections, at the Proposer's option.



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**SECTION THREE: TERMS AND CONDITIONS**

**1. DEFINITIONS**

- a) The term, "County", as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- b) The term, "Contractor", as used herein, shall be deemed as reference to the successful Proposer, Vendor, Proprietor, Partnership or Corporation receiving an award to perform any or all of the services specified in accordance with the terms of this agreement.
- c) The term, "College", as used herein, shall be deemed as reference to Nassau Community College.
- d) The term, "Director", as used herein, shall be deemed as reference to the Director of Procurement or designee.

**2. GENERAL INFORMATION AND REQUIREMENTS**

- A. Any agreement entered into is subject to the provisions of Article 18 of the General Municipal Law and the State of New York, as amended, and Nassau County Code of Ethics, and the provisions of College Policy 3200, Anti-Discrimination Policy and Compliant Procedure.
- B. It is expressly understood that the College shall not be construed or be held to be a partner, agent or associated by joint venture or otherwise of contractor in the conduct of its business.
- C. The contract created from this proposal will be governed by the laws of New York State.
- D. Firm warrants that it is not in arrears to Nassau Community College or the County of Nassau upon debt or contract and is not a defaulter as surety, Contractor or otherwise upon any obligation to Nassau Community College or the County of Nassau.
- E. A generic sample of the College's professional services contract is made part of this RFP (see Attachment "A", Form of Contract). Upon award of this RFP, this Form of Contract will be issued by the College to the successful proposer, and will incorporate the particular terms of services to be provided herein and the prices agreed upon. **Any exceptions to this attached generic sample of the College's contract must be clearly noted.**
- F. If a Proposer has any contract documents for the College to sign in order to contract with the College, then the Proposer must note same on the proposal return and supply copies of the documents with proposal response so that the College can review same and determine whether the College can accept and sign them. The College will not view any Proposer's contracts that are presented after the Request for Proposal opening date and time.

**3. DELAYS IN EXERCISING CONTRACT REMEDY**

Failure or delay by the College to exercise any right, power, or privilege shall not be deemed a waiver thereof.

**4. RESPONSIBILITY FOR CORRECTION**

It is agreed that the Proposer shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance.

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**5. VENDOR PERFORMANCE**

Prior Proposer performance in regard to product, service, or representation of/from the Proposer may be used in evaluation of this offer. Unsatisfactory performance to the County of Nassau may be considered sufficient grounds for rejection of this offer. No offer will be awarded to any Proposer that is in default on any contract with the County of Nassau.

**6. DEFAULT**

In case of default by the Contractor, the College may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.

**7. CONTRACTOR RESPONSIBILITY IF DEFAULT**

Should the selected Contractor default at any time during the agreement term, all equipment and mechanical systems must be returned to its original state at no cost to Nassau Community College.

**8. PAYMENT TERMS**

If payment terms are not indicated, terms of NET 30 days shall be applied by the College. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. The payment terms will be considered in the price evaluation of offers. Payment terms offering less than 20 days for payment will not be considered in the price evaluation of offers.

**9. FUND APPROPRIATION CONTINGENCY**

The Contractor and the College recognize that the continuation of any contract after the close of any given fiscal year of the College, which fiscal year ends on August 31, shall be subject to the approval of the budget of the Nassau Community College providing the contract item is an expenditure therein. The College does not guarantee that the budget item will be actually adopted, as it is the determination of the County of Nassau at the time of the adoption of the budget.

**10. INDEPENDENT CONTRACTOR**

The Contractor is an independent Contractor of the College. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), (i) be deemed a College or County employee, (ii) commit the College or County to any obligation, or (iii) hold itself, himself, or herself out as a College or County employee or Person with the authority to commit the College or County to any obligation. As used in any Agreement awarded as a result of this RFP the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

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**11. TERMS AND CONDITIONS IN “FORM OF CONTRACT” ARE PART OF RFP**

All terms and conditions included in the “Form of Contract” (see Attachment A) shall also be considered a part of this Request for Proposal.

**12. INQUIRIES**

The College requires that any and all questions related to the RFP be submitted via email to the persons whose names appear on the cover page of this document. All emails should reference the appropriate RFP number and title in the email subject line, and, the RFP page and paragraph number that the question pertains to must be included in the body of the email. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the College. The College will then determine the appropriate action necessary, if any, and issue a written amendment to the RFP. ORAL STATEMENTS OR INSTRUCTIONS WILL NOT CONSTITUTE AN AMENDMENT TO THIS REQUEST FOR PROPOSALS.

The Proposer must not mail questions pertaining to the RFP in an envelope with the RFP subject on the outside of the envelope since such an envelope may be identified as a sealed proposal and may not be opened until after the official RFP due date and time.

**13. ATTACHMENTS and APPENDICES**

See attached the following:

- 1) Attachment A – “Form of Contract” (This is a sample of a Nassau Community College contract. All terms and conditions included in the “Form of Contract” are a part of this Request for Proposal.)
- 2) Attachment B – SUNY Guidelines
- 3) Appendix EE (Equal Employment Opportunities for Minorities and Women)
- 4) Appendix L – Certificate of Compliance -Living Wage Law

**14. PROPOSER PRESENTATION**

Proposer may be invited to make a presentation. If invited, the Proposer will be notified of the date and time of the presentation by the Procurement Office.

**15. INQUIRIES REGARDING QUALIFICATIONS**

The submission of a proposal gives permission to the College and to its consultants to make inquiries concerning the Contractor and its principals, officers and directors to any persons or firms the College deems appropriate.

**16. CONTRACTOR FINANCIAL STABILITY**

Nassau Community College will only enter into final negotiating with a firm of strong financial standing.



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**SECTION FIVE: PROPOSER CERTIFICATION AND QUALIFICATION STATEMENT**

Please attach Proposer Certification and Qualification Statement to the proposal.

**PROPOSER CERTIFICATION**

Proposer certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Proposer also certifies that the prices offered were independently developed without consultation with any of the other Proposers or potential Proposers.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm's Legal Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
City, State & Zip Code

**FEDERAL TAXPAYER ID NUMBER**

\_\_\_\_\_

(This number will be in the format of xx-xxxxxxx or xxx-xx-xxxx) meaning that a taxpayer ID number is nine numbers only, no letters, and the format is for an employer ID number or a social security number. Do not list your State tax license number here.)

**QUALIFICATION STATEMENT**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Year Est.: \_\_\_\_\_ Email: \_\_\_\_\_

State whether: Corporation \_\_\_\_\_ Individual \_\_\_\_\_ Partnership \_\_\_\_\_

If a corporation or partnership, list name and addresses of officers or members:

President \_\_\_\_\_

Vice-President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Have you filed a Qualification Statement (or Questionnaire) with Nassau Community College? Yes \_\_\_ No \_\_\_ If so, when \_\_\_\_\_

How many years has your firm been in business under your present business name? \_\_\_\_\_

Do you presently operate, or have you previously operated, in this line of business under any other name? Yes \_\_\_ No \_\_\_

If so, what name and when? \_\_\_\_\_

Have you or your firm ever failed to complete any work awarded to you? Yes \_\_\_ No \_\_\_

If so, when, where and why? \_\_\_\_\_

In what other line of business are you or your firm financially interested? \_\_\_\_\_

Names, experience and qualifications of staff that would be directly involved in doing business with NCC: (may attach supplements)

1. \_\_\_\_\_

2. \_\_\_\_\_

Number of full-time employees: \_\_\_\_\_

If your firm is awarded this contract, who would have personal supervision of the work to be performed? List individual's name and present position: \_\_\_\_\_

Names/Titles of two additional account personnel: \_\_\_\_\_

List projects which your firm has under contract or has performed in the past few years that will qualify you for this contract:

<u>Type of Work</u>	<u>Date Performed</u>	<u>Contract Value</u>	<u>Firm Name/Address/Telephone/email for Contact</u>
---------------------	-----------------------	-----------------------	--

Does your organization have any officers, employees or directors who are also employees, officers, or Board of Trustee members of Nassau Community College? \_\_\_\_\_

If you answered "yes", please list the name of all such employees/officers/directors, as well as their title/position with your organization: \_\_\_\_\_

Does your firm employ any spouse, child or parent of a Nassau Community College employee of the College Department which is seeking to procure or contract for the goods and/or services which are the subject of the instant bid/proposal/agreement? Yes \_\_\_ No \_\_\_

If you answered "yes", please list the name of the College employee whose spouse/child/parent is employed by your firm: \_\_\_\_\_ Please Note that in the event your firm enters into an agreement for services with the College, you shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of the resulting Agreement.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT A**  
**FORM OF CONTRACT**

**NASSAU COMMUNITY COLLEGE**  
of the County of Nassau, State of New York  
One Education Drive  
Garden City, New York 11530-6793

Requisition Number: \_\_\_\_\_

Resp. Ctr. / Obj. Code: \_\_\_\_\_

**CONTRACT FOR SERVICES**

THIS AGREEMENT, dated \_\_\_\_\_, 2021 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) NASSAU COMMUNITY COLLEGE, having its principal office at One Education Drive, Garden City, New York 11530-6793 (the "College"), of Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") and (ii) \_\_\_\_\_, residing/having its principal Office at \_\_\_\_\_ (the "Contractor").

WITNESSETH:

WHEREAS, the College desires to enter into an agreement with the Contractor to \_\_\_\_\_, as further described in this Agreement; and

WHEREAS, the Contractor is willing and able to perform the within services for the College;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. **Term.** This Agreement shall commence on \_\_\_\_\_ (or, "on the date it is fully signed by both parties") and terminate on \_\_\_\_\_, subject to extension or sooner termination as provided herein.
2. **Services.** The services to be provided by the Contractor under this Agreement shall consist of the following (hereinafter referred to as the "Services"):
3. **Payment.** (a) In full consideration for the Services to be rendered by the Contractor to the College for the term of this Agreement, the Contractor will be paid at the following rates: \_\_\_\_\_. The parties acknowledge that the maximum amount of compensation for the services rendered by the Contractor during the term of this Agreement shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_) (the "Maximum Amount"), unless amended to include additional funds for a continuation of services. Contractor agrees that this compensation includes reimbursement for Contractor's travel time and expenses and for all other costs incidental to the Services to be provided by contractor under this Agreement.

The Contractor acknowledges that payment may only be made to the Contractor upon Contractor's compliance with the College's bill paying procedures, including submitting an invoice to the College Accounts Payable Department (Tower 6<sup>th</sup> Floor, One Education Drive, Garden City, NY 11530), which lists in sufficient detail the services rendered, the date(s) services were performed, and fees charged. By submitting an invoice, the Contractor certifies that all services were rendered as set forth on the invoice, that the fees charged are in accordance with this Contract for Services, that the claim is just, true and correct, and actually due and owing and has not been previously



claimed. The Contractor may also email invoices to: INVOICES@NASSAU.UNIMARKET.COM with the Purchase Order number referenced in the subject line of the email.

(b) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the College's receipt of the services that are the subject of the claim and no more frequently than once a month.

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the College.

(d) Payments in connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the College did not desire to receive such services.

(e) Partial Payments are authorized.

4. **Independent Contractor.** The Contractor is an independent contractor of the College and County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a College or County employee, (ii) commit the College or County to any obligation, or (iii) hold itself or themselves out as a College or County employee or as having the authority to commit the College or County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. **No Arrears or Default.** The Contractor is not in arrears to the College or County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the College or County, including any obligation to pay taxes to, or perform services for or on behalf of, the College or County.

6. **Compliance With Law.** (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices L and EE (*only applicable if over \$25,000 per year*) attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which may be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance attached to this Agreement as Appendix L, and to provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the College and/or County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the College and/or County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct their activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Assignment; Amendment; Subcontracting; Waiver. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the College President or his duly designated deputy. Any purported assignment, other disposal or modification without such prior written consent shall be null and void.

9. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the College upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the College immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the College and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or

impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Director of Procurement (the "Director"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Director shall be given to the College Counsel of the College on the same day that notice is given to the Director.

(c) Contractor Assistance Upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the College (including those set forth in other provisions of this Agreement) to assist the College in transitioning the Contractor's responsibilities under this Agreement. The provisions of this Section shall survive the termination of this Agreement.

10. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify, defend and hold harmless the College, the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the College or County.

(b) The Contractor shall, upon the County and/or College's demand and at the County and/or College's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the College in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" and "Nassau Community

College” as additional insureds with “Nassau Community College” as certificate holder, and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate coverage; (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor’s employees (“Workers’ Compensation Insurance”), which insurance is in compliance with the New York State Workers’ Compensation Law, and (iv) such additional insurance as the County or College may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County and College, and (ii) in form and substance acceptable to the County and College. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the College. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the College of the same and deliver to the College renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers’ Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County or College reserves the right to consider this Agreement terminated as of the date of such failure.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years, complete and accurate records, documents, accounts and other evidence (“Records”) pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles. Such Records shall at all times be available for audit and inspection by the College or County and any other governmental authority with jurisdiction over this Agreement, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Prohibition of Gifts. In accordance with College’s Procurement Policy, the Contractor shall not offer, give, or agree to give anything of value to any College employee, agent, consultant, construction manager, or other person or firm representing the College (a “College Representative”), including members of a College Representative’s immediate family, in connection with the performance by such College Representative of duties involving transactions with the Contractor on behalf of the College, whether such duties are related to this Agreement or any other College contract or matter. As used herein, “anything of value” shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting

events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

14. **Disclosure of Conflicts of Interest.** The Contractor has disclosed as part of her response to the College's Qualification Statement Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a College employee of the College department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

15. **Limitations on Actions and Special Proceedings Against the County.** No action or special proceeding shall lie or be prosecuted or maintained against the County or College upon any claims arising out of or in connection with this Agreement unless:

(a) **Notice.** At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the College Counsel for adjustment and the College shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the College Counsel under this Section to each of (i) the applicable Department Vice President and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the College Counsel. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County/College.

(b) **Time Limitation.** Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. **Work Performance Liability.** The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement, irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

17. **Consent to Jurisdiction and Venue; Governing Law.** Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. **Notices.** Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested,

or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a College employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Procurement Department, to the attention of the Director at One Education Drive, Tower 4, Garden City, NY, (ii) if to the Office of General Counsel, to the attention of the College Counsel at the address specified above for the College, and (iii) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

19. **All Legal Provisions Deemed Included; Severability; Supremacy.** (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

20. **Section and Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. **Entire Agreement.** This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

22. **Executory Clause.** Notwithstanding any other provision of this Agreement:

(a) **Approval and Execution.** The College shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all College approvals have been obtained, and (ii) this Agreement has been executed by the College President or another dully authorized College Representative (as defined in this Agreement).

(b) **Availability of Funds.** The College shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated and encumbered.

Contract No. \_\_\_\_\_

IN WITNESS WHEREOF, the Contractor and the College have executed this Agreement as of the date first above written.

OFFICE OF THE COUNTY ATTORNEY

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

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

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

CONTRACTOR

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

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

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

BUREAU OF REAL ESTATE & INSURANCE

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

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

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

DEPARTMENT VICE PRESIDENT

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

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

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

PRESIDENT, NASSAU COMMUNITY COLLEGE

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

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

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

I certify that this copy of the contract is a true and complete copy of this contract.

\_\_\_\_\_  
College Counsel

\_\_\_\_\_  
Date

**NASSAU COMMUNITY COLLEGE NOTARIZATION**

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2021 before me personally appeared Dr. Jermaine F. Williams, President of Nassau Community College, the municipal corporation described herein, and which executed the above instrument; and that he or she signed his or her name thereto and is authorized to act on behalf of Nassau Community College.

NOTARY PUBLIC \_\_\_\_\_

**CONTRACTOR NOTARIZATION**

STATE OF NEW YORK)

)ss.:

COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2021 before me personally appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a \_\_\_\_\_ of \_\_\_\_\_, the organization/corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the Board of Directors of said corporation.

NOTARY PUBLIC \_\_\_\_\_



Appendix EE

Equal Employment Opportunities For Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of

receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and

publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor \_\_\_\_\_ has \_\_\_\_\_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has \_\_\_\_\_ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations,

or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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- 5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Name of Chief Executive Officer

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, <sup>2022</sup>~~2021~~.

\_\_\_\_\_  
Notary

**ATTACHMENT B  
PERTINENT EXCERPTS**

**Section I. LEGAL AUTHORITY**

**Reference: Official Compilation of Codes, Rules and Regulations  
of the State of New York;  
Subchapter D of Chapter V of Title 8, Code of Standards and Procedures for  
the Administration and Operation of Community College, Under the  
Program of the State University of New York  
(Statutory Authority: Education Law, §355(1)(c), 6306 (2))**

(8 NYCRR §604.2):

**Section 604.2 Responsibilities and duties of the college trustees.** Under the time-honored practice of American colleges, trustees of colleges, as legal official bodies corporate, concentrate on establishing policies governing the college, and delegate responsibility for the administration and execution of those policies to their employed professional administrators. The college trustees, subject to the approval of the State University Trustees, shall appoint a president (whether permanent, acting, or interim), approve curricula, prepare, approve and implement budgets, establish tuition and fees (within legal limits), approve sites and temporary and permanent facilities. Approval or disapproval of the appointment of a president by the State University Trustees shall be made in accordance with the State University Trustees' guidelines for the selection and approval of such appointments. The guidelines shall include a procedure for the State University Trustees to receive the recommendation of the Chancellor concerning such appointment. The college trustees shall provide for the awarding of certificates and diplomas, and the conferring of appropriate degrees on the recommendation of the president and the faculty. In addition, the college trustees upon the recommendation of the president shall appoint personnel, determine and implement salary and employee benefit schedules, and approve the organizational pattern of the college.

- (a) The college trustees shall formulate and record the policies and procedures of appointment and conditions of employment of the president and other professional administrative personnel not holding academic continuing appointments or tenure.
- (b) The college trustees shall establish policies and delegate to the president or designee responsibility for the following:
  - (1) personnel policies, including the following:
    - (i) appointments, promotions, tenure and dismissals of faculty and staff members;
    - (ii) conditions of employment, leaves of absence and sabbatical leave;
    - (iii) rules and regulations to which faculty and staff are expected to adhere;
    - (iv) statements regarding academic freedom; and
    - (v) subject to the local and State civil service regulations, the working conditions for nonacademic personnel and fixed rates of compensation;



**ATTACHMENT B  
PERTINENT EXCERPTS**

- (2) creations of divisions, departments, and appropriate administrative and academic positions and definition of duties to carry out the objectives of the college;
- (3) regulations governing the behavior and conduct of students and guiding the cocurricular program of the college;
- (4) authorization and supervision of travel for the purposes of the college;
- (5) care, custody, control and management of land, grounds, buildings, equipment and supplies used for the purposes of the college for carrying out its objectives;
- (6) use of college facilities for outside organizations;
- (7) admission of students;
- (8) preparation of a budget for operation of the college for submission to and approval by the local sponsor and the State University trustees;
- (9) preparation of capital equipment and capital construction budgets;
- (10) use of college facilities for research, consultation or other contractual services pursuant to the educational purposes of the college, in accordance with regulations of the college trustees and upon reimbursement to the college on a fair and equitable basis for the use of facilities or equipment; and
- (11) make available for inspection all college policies and procedures at the college for the convenience and information of members of the college constituency.

**ATTACHMENT B  
PERTINENT EXCERPTS**

**Section II. SUNY BOARD OF TRUSTEES GUIDELINES FOR THE SELECTION AND  
APPROVAL OF COMMUNITY COLLEGE PRESIDENTS**

**Legal Authority**

The legal authority to approve the appointment of a community college president is vested in the State University Board of Trustees by Section 6306(2) of the Education Law which states that the board of trustees of each community college shall appoint a president subject to the approval of the State University Trustees. These guidelines are intended to provide guidance to community college boards when they are engaged in the process of selecting or evaluating the appointment of a campus president. The following guidelines will be applied in connection with the approval or disapproval of a presidential appointment by the State University Trustees after receipt of the recommendation of the Chancellor in accordance with 604.2 of the Community College Code of Regulations and the procedures set forth in these guidelines.

**Procedures for Search**

The appointment by the college board of trustees shall follow an open search in which college constituencies play a substantial role and which shall, in the spirit of affirmative action, reflect good faith efforts to generate a substantial and diverse pool of applicants.

- As soon as is practical after a presidential vacancy occurs, the college board of trustees should appoint a committee to advise the full board on the appointment of a new president. The committee should, in accord with generally accepted presidential search procedures, have representatives from principal constituencies including, but not limited to, teaching faculty, administration, support staff, students, alumni, the college sponsor, and, of course, the board itself. Confidentiality is most important, and anyone agreeing to serve on a search committee must respect this principle.
- The Chancellor shall immediately designate a State University System Administration staff member to act in an advisory capacity with the community college trustees and presidential search committee. That representative shall have full access to files of the committee, shall be entitled to attend all search committee meetings, and shall be responsible for reporting to the Chancellor and the State University Trustees regarding the progress of the search and the work of the committee.
- The college board of trustees should take advantage of the presidential vacancy to determine its immediate leadership needs and those of the foreseeable future.

**ATTACHMENT B  
PERTINENT EXCERPTS**

- At the first presidential search committee meeting, the chairperson of that committee, along with the System Administration representative, should acquaint the committee members with search procedures in general and those established by the board of trustees of the college, and provisions of the **State University Trustees Guidelines for the Selection and Approval of Community College Presidents**.
- Following review of candidates, the presidential search committee should plan to interview a small number of candidates, and from that group refer the finalists to the board of trustees of the college.
- The college board of trustees should meet with the finalists, select one from that group, and request the State University Board of Trustees to approve the appointment after receiving the recommendation of the Chancellor.
- A recommendation by the Chancellor to the State University Board of Trustees for approval or disapproval will take into consideration the conditions of appointment of such presidential candidate as evidenced by a resolution of the college trustees or proposed contract of employment. The conditions of appointment to be considered would include, but not be limited to, salary and other major executive benefits, length of employment contract and procedures for notice of renewal, and terms of severance in the event of termination or non-renewal.
- The Chancellor, or designee, shall provide such further advice and assistance in connection with the selection and approval of presidents of community colleges not inconsistent with these guidelines as the community college trustees shall request.
- Notwithstanding the procedures followed or the qualifications of the presidential candidate, the community college board of trustees and/or the State University Board of Trustees reserve the right to reject any candidate.

*Approved by the SUNY Board of Trustees  
Resolution 72-217 September 30, 1972  
Revised December 12, 1991*

**ATTACHMENT B  
PERTINENT EXCERPTS**

**Section IV: RECOMMENDED STEPS IN THE PRESIDENTIAL SEARCH PROCESS**

1. A vacancy is determined and notice forwarded to the SUNY Chancellor.
2. The college board of trustees meets to plan and implement search procedures. The board also sets priorities and requirements that will guide the search and selection processes by reviewing past, present and anticipated future leadership needs of the college.
3. The Chancellor will appoint a State University System Administration liaison to the search committee to assist and advise in the search process.
4. The college board appoints a search committee and names a committee chair and secretary. The college board determines if it shall employ a search firm. Should an executive search firm be employed, it is strongly recommended they comply with the recommendations provided in this guidebook.
5. The search committee convenes.
6. The college board gives a charge to the search committee.
7. The committee sets up a meeting schedule.
8. A timetable for completing the search is developed.<sup>1</sup>
9. The job description for president is developed reflecting the leadership needs determined in #2 above.<sup>2</sup>
10. Recruitment methods and advertising sources are considered and determined.
11. The position is posted. A special notation should be included on the college's website listing the announcement, the timetable, the job description and any other pertinent information.
12. A system for rating the qualifications of candidates is devised.
13. Letters expressing interest, vitas and other pertinent material arrive from prospective candidates.
14. Letters of acknowledgement, along with application and Institutional Data Summary, and other information as appropriate, are sent to candidates.
15. Individual committee members conduct a formal review of candidates' credentials.
16. The search committee meets to screen the pool and separate acceptable from unacceptable candidates. Letters indicating lack of interest are sent to the unacceptable candidates.

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<sup>1</sup> If not already specified by the college board of trustees

<sup>2</sup> Ibid

**ATTACHMENT B**  
**PERTINENT EXCERPTS**

17. The committee again examines credentials of the “acceptable” pool and selects a list of strong candidates for interviews. Often these number from six to nine, but this is not required, and varies by situation. Additional lack of interest letters are sent to the remaining pool of candidates.
18. The committee determines an interview schedule, including dates and involvement of the various college constituencies, i.e. trustees, sponsor, faculty, students, administrative leaders, staff, collective bargaining units, and local community leaders.
19. Interviews are scheduled and held with the selected list of strongest candidates.
20. References and credentials are checked.
21. Finalists are selected and referred to the college board of trustees for consideration. Usually the list of finalists numbers from three to five, but this is not required and varies by situation.
22. The SUNY liaison shares information on the finalists with the Chancellor, with justification. This takes place prior to any discussion, offer, resolution, contract or announcement relative to finalists. The Chancellor provides input on the finalists to the college board of trustees.
23. The college board of trustees interviews finalists. Candidates also meet with the various campus constituencies.
24. The college board of trustees does a final evaluation of the candidates.
25. A selection and a job offer are made. A contract is developed by the college board and negotiated with the chosen candidate, which is finalized upon SUNY Board approval.
26. The college board of trustees appoints the president subject to approval by the SUNY Board of Trustees.
27. The Chancellor and the SUNY Board of Trustees meet the candidate. The Chancellor makes a recommendation on the appointment to the SUNY Board. The recommendation by the Chancellor to the SUNY Board of Trustees will take into consideration the conditions of appointment of such presidential candidate. The conditions of appointment to be considered may include salary and other major benefits, length of employment contract, procedures for notice of renewal, and terms of severance in the event of termination or non-renewal. These conditions shall be set forth in writing (contract, offer letter, etc.) and reviewed by the Chancellor.
28. After receiving the recommendation of the Chancellor, the SUNY Board of Trustees approves (or disapproves) the appointment.
29. If approved, the search is completed and the contract is finalized. The search committee is thanked and discharged.
30. Announcements are sent to the other finalists.

## **ATTACHMENT B PERTINENT EXCERPTS**

### **Section V: BASIC CONSIDERATIONS IN THE PRESIDENTIAL SEARCH PROCESS**

#### **Campus Self-Assessment**

First and foremost, the college trustees should take advantage of the presidential vacancy to do some institutional soul-searching. The leadership needs of any institution vary at different times in its history. Having decided where the institution is and where it is headed, the trustees can move on to the second phase, which is to develop a reasonably detailed position description. This can include, in addition to duties and responsibilities, a set of recommended priorities that are the result of the self-assessment completed under the board's leadership. Such a description is helpful to potential candidates and, of course, is a source against which trustees can later measure a president's performance. The college board of trustees may seek input from its various constituencies in developing the position description.

#### **The Role of the SUNY System Administration**

To assist the college in its efforts and to ensure that the Chancellor can recommend a presidential candidate to the SUNY Board of Trustees with confidence, the Chancellor's designee should be brought into the search process at the earliest possible opportunity. In each instance, the Chancellor will designate a representative to assist the college with their presidential search upon notice of the vacancy. The liaison is a resource person and as such does not direct or attempt to influence the outcome of the search process. The colleges are encouraged to utilize this person, particularly at the outset when procedures are being developed, and again when the search committee has narrowed its list down to those whom it expects to interview. Having mutually agreed to a list of those to be interviewed, the Chancellor's representative should be present when the candidates appear before the search committee. This is important so that finalists can be recommended to the SUNY Board of Trustees with first-hand knowledge of their qualifications. The SUNY Board of Trustees meets monthly September through June.

#### **Interim Leadership**

Often the outgoing president is no longer leading the college during the search period, having moved to another position elsewhere. The Chancellor's representative to the search committee and the SUNY Vice Chancellor for Community Colleges can assist with recommending acting or interim presidents to the college board of trustees. Experience has shown that the pressure on trustees and search committee members, real or imagined, can cloud an open search when there is an internal candidate who is at the same time chief executive. Therefore, we recommend that temporary or interim appointees not be candidates for the permanent position.

## **ATTACHMENT B PERTINENT EXCERPTS**

### **Affirmative Action and Equal Employment Opportunity**

Colleges are encouraged to support the principles of affirmative action and equal employment opportunity. In addition, state and federal laws prohibit discrimination because of race, color, religion, sex, disability, national origin, marital status, or veteran's status, in any term, condition or privilege of employment.

The college, therefore, should take steps to assure that job requirements, hiring standards, and methods of recruitment and selection do not discriminate, but instead contribute to its diversity goals.

### **Composition of Search Committee**

The composition of the presidential search committee is often detailed in institutional and/or faculty procedural policy statements. Generally, such a committee should include representation from the several college constituencies. Such broad representation should include faculty, administrative and support staff, union leadership, student, alumni, and foundation representation and of course, members of the board itself. Often the Board of Trustees will want to include representative(s) from the local area, especially leaders in the business community.

The committee should be given a specific charge in terms of what the board expects of them. Specifically, the committee needs to know such things as: the time frame within which they must work; position description; monies available to them for advertising; communications with candidates; travel and lodging provisions for both the committee visiting candidates and candidates visiting the college; procedures for reporting progress to the board; and the number of candidates to be referred to the board for final consideration. Above all, and as diplomatically as possible, the committee is to be reminded at the outset that its role is strictly advisory and that its work is highly confidential in nature.

### **Budget**

Budgets earmarked specifically for community college presidential searches in New York State range from nearly \$10,000 to over \$20,000 during the past several years. If a professional search firm is engaged, the cost may exceed this amount.

Typical expenses include postage; telephone; materials to be developed and printed; transportation, lodging and meals for those candidates called in for initial and final interviews; salary for a secretary to the search committee; incidental expenses (coffee, lunches, dinner) for search committee meetings; receptions for constituents to meet the candidates; advertising; and consultants.

The greatest expenses are for advertising and for bringing candidates to the college for interviews. The college board of trustees should plan and provide for expenses related to the search procedure.

## **ATTACHMENT B PERTINENT EXCERPTS**

### **Advertising the Position/Recruitment**

Advertising may be quite extensive or limited, depending on the desired audience to be reached, available time, and budgetary restrictions. A realistic approach to the needs and available resources of the institution will result in a more productive search. Such generalizations as “salary open” or “salary commensurate with credentials” are often misleading and indeed may be untrue. The same may be said of academic credentials and work experience. If absolutes have been established, the committee’s work will be easier. This procedure may well result in fewer applications, but those received will tend to be viable candidates. (See Section VI, page 9 for sample advertisement.) Whether a search firm is used or not, aggressive recruitment is very important to develop as broad and deep a pool as possible. The college’s website is a key tool to entice potential candidates and to inform interested individuals.

### **Logistics**

A search committee secretary should be appointed by the college board of trustees. This person’s chief responsibilities include collecting the candidates’ credentials, reminding candidates of what is necessary to make an application complete, making completed folders available to the search committee, taking minutes at committee meetings, acting as the correspondent for the search committee, and later on, arranging interview dates, lodging, and travel for presidential finalists. This person may be asked to assume this workload in addition to regular assignments at the college, may be given release time from regular assignments, may receive extra compensation for this work, or any combination thereof. More often than not, this person is secretary or administrative assistant to the president and/or the college board of trustees.

It is also advised that the search committee work closely with the college’s Office of Human Resources. This office is a valuable source of assistance with the search process. It also is a source of information regarding recruitment publications for advertising and the cost of each.

Given the aforementioned, the search committee will want to develop, for screening purposes, a rating system to be used in measuring candidates’ qualifications against the position description. Committee members often find it convenient to drop in the secretary’s office and examine a dozen or so completed folders at a time. By the time the closing date for applications has arrived, many folders will then have been examined, rated and made ready for processing. The committee will still want to meet periodically as a body, but much can be accomplished on an individual basis as time and work schedules permit.

The number of viable candidates will be reduced to a number the committee will want to review and potentially interview. This number is normally no less than a half dozen and no more than a dozen. From this preliminary group, six to nine are typically selected for the first round of interviews. From this group, usually three to five are selected as finalists and are referred to the college board of trustees for consideration, which could include a final interview. The actual numbers may vary, depending on the directions from the college board of trustees, the particular local circumstances, and the size and nature of the applicant pool. (See Section VII, pages 3 through 8 for sample interview questions.)



## **ATTACHMENT B PERTINENT EXCERPTS**

When the committee has referred the appropriate number of candidates to the college board of trustees, it has for all intents and purposes completed its assignment.

### **Timing of the Search**

The average length of time for a SUNY community college presidential search is about six months. The college should realize that a month or more is needed at the beginning to appoint and organize the committee. The time period between placement of the advertisement to the application deadline requires more than another month. Review of the candidates' files and rating of the candidates takes several weeks, with interviews consuming a month. The final reference checking, board of trustees interviews and appointment procedures normally take another month.

Intensive search work during the summer is not advised, as principal participants are usually not as available and the search can become slowed and less effective. In addition, there can be a four-month, one-semester gap between issuing a contract and the newly appointed president's start date, allowing the new president sufficient time to give notice at the prior place of employment, to find housing and actually make the move.

Overall, it is important to keep the search process moving as steadily and quickly as possible to avoid losing good candidates to other institutions that are able to act more expeditiously.

### **Confidentiality**

Confidentiality should be a basic assumption for all search committees. All files, including minutes and references, should be maintained in a manner that insures their usefulness to the search committee and precludes their becoming public. A single spokesperson for the group should be designated, usually the chairperson.

### **Evaluating Credentials**

Search committees will want to develop some system to evaluate and rank candidates. Usually a number system (e.g. 1-5) can be applied to various aspects of the candidate's credentials. Given five as the highest score a candidate can attain, the committee can then decide what their various cutoff points will be. For instance, candidates with an average score (with each committee member rating each candidate) of four (4) or more might be considered as reasonable candidates for the presidential position; those with average scores of three might require another look, and those below three might be set aside as unlikely candidates. Those in the latter category should be so advised as early as possible. (See Section VII, page 2 for sample evaluation sheets.)

## **ATTACHMENT B PERTINENT EXCERPTS**

### **References**

Normally, candidates are asked to supply the search committee with the names of those people who have a working knowledge of the candidate in matters relating to the position in question. The committee should reserve the right to contact any and all who might contribute to the committee's deliberations. Other references should be sought in addition to those provided by the applicant. This procedure should be made clear to the candidates. The time spent checking reference, other than the ones listed by the candidates, is time well spent. Many searches have led to an unhappy hire because of a lack of reference checking.

### **Home Site Visitations**

While much of the background checks can be accomplished via letter and telephone with the candidate's references or associates, or by direct contact with the candidate in an interview session, many search committees will find it beneficial to visit the candidates present work environment. Rather than asking the references to deal in generalities, the search committee might develop a list of specific questions to which they would like answers. (See Section VIII, page 1 for samples of reference inquiries.)

### **Final Recommendation and Subsequent Approval**

Generally, the search committee refers three to five candidates to the college board of trustees. The committee is not encouraged to rank these candidates but rather indicate that any of those referred would be acceptable as president of the institution. The SUNY liaison shares information on the finalists with the Chancellor, with justification. This takes place prior to any discussion, offer, resolution, contract or announcement relative to finalists. The Chancellor provides input on the finalists to the college board of trustees.

In the event that any finalist withdraws from consideration, another candidate may be substituted.

If the college board of trustees finds none of the finalists acceptable, they may ask for additional names. If none of the alternates proves acceptable, the board may discharge the committee and begin again. Even though this sounds drastic, it is important that the college not be lulled into settling for a candidate that is almost right. If a search needs to be started again, the investment of additional time will be worth it in the long run.

Assuming that the college board does select one of the finalists, the board should develop (with the candidate) a contract that clearly outlines salary, benefits, and terms and conditions of employment. This contract must contain a statement which indicates that the appointment is subject to the approval of the SUNY Board of Trustees. The college board should then pass a resolution of appointment similar to that found in Section VIII, page 2 of this document.

**ATTACHMENT B**  
**PERTINENT EXCERPTS**

Finally, a letter from the chairperson of the college board of trustees should be addressed to the Chancellor, indicating the action taken by the college board, and requesting that the Chancellor present the candidate for approval to the SUNY Board of Trustees.

The Chancellor's representative then arranges for the presidential finalist to meet with the Chancellor and, later, the SUNY Board of Trustees.

**STATE UNIVERSITY OF NEW YORK**

**GUIDELINES  
for  
PRESIDENTIAL SEARCHES  
for  
COMMUNITY COLLEGES**

**Including Procedures Manual**

**April 1, 2005**

## Introduction

Regulations and guidelines provide the foundation for the search, selection and approval of community college presidents. This guidebook was developed by the State University of New York (SUNY) Office of Community Colleges with the assistance of the Office of the Vice Chancellor and Secretary of the University, and is intended to be of assistance to community college trustees, search committees and others as they begin the important task of selecting a president.

Section I is the official code authorization based on The Education Law. Section II is the guidelines approved and revised by the SUNY Board of Trustees and are not being changed at this time. Sections III through IX are recommendations and sample forms to assist you on this very important process. The sample forms and Best Practices are advisory only and are not meant to be a requirement or an endorsement of their use. It is acknowledged that each campus and presidential search circumstances are different.

The procedures, recommendations and forms included in this guide have proven useful and beneficial during the presidential search process.

For further assistance, please contact either one of the offices listed below.

Office of the Vice Chancellor  
for Community Colleges  
Phone: 518-443-5134  
Fax: 518-443-5250

Office of the Vice Chancellor  
and the Secretary of the University  
Phone: 518-443-5157  
Fax: 518-443-5159

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**Reference: Official Compilation of Codes, Rules and Regulations  
of the State of New York;  
Subchapter D of Chapter V of Title 8, Code of Standards and Procedures for  
the Administration and Operation of Community College, Under the  
Program of the State University of New York  
(Statutory Authority: Education Law, §355(1)(c), 6306 (2))**

(8 NYCRR §604.2):

**Section 604.2 Responsibilities and duties of the college trustees.** Under the time-honored practice of American colleges, trustees of colleges, as legal official bodies corporate, concentrate on establishing policies governing the college, and delegate responsibility for the administration and execution of those policies to their employed professional administrators. The college trustees, subject to the approval of the State University Trustees, shall appoint a president (whether permanent, acting, or interim), approve curricula, prepare, approve and implement budgets, establish tuition and fees (within legal limits), approve sites and temporary and permanent facilities. Approval or disapproval of the appointment of a president by the State University Trustees shall be made in accordance with the State University Trustees' guidelines for the selection and approval of such appointments. The guidelines shall include a procedure for the State University Trustees to receive the recommendation of the Chancellor concerning such appointment. The college trustees shall provide for the awarding of certificates and diplomas, and the conferring of appropriate degrees on the recommendation of the president and the faculty. In addition, the college trustees upon the recommendation of the president shall appoint personnel, determine and implement salary and employee benefit schedules, and approve the organizational pattern of the college.

- (a) The college trustees shall formulate and record the policies and procedures of appointment and conditions of employment of the president and other professional administrative personnel not holding academic continuing appointments or tenure.
- (b) The college trustees shall establish policies and delegate to the president or designee responsibility for the following:
  - (1) personnel policies, including the following:
    - (i) appointments, promotions, tenure and dismissals of faculty and staff members;
    - (ii) conditions of employment, leaves of absence and sabbatical leave;
    - (iii) rules and regulations to which faculty and staff are expected to adhere;
    - (iv) statements regarding academic freedom; and
    - (v) subject to the local and State civil service regulations, the working conditions for nonacademic personnel and fixed rates of compensation;



- (2) creations of divisions, departments, and appropriate administrative and academic positions and definition of duties to carry out the objectives of the college;
- (3) regulations governing the behavior and conduct of students and guiding the cocurricular program of the college;
- (4) authorization and supervision of travel for the purposes of the college;
- (5) care, custody, control and management of land, grounds, buildings, equipment and supplies used for the purposes of the college for carrying out its objectives;
- (6) use of college facilities for outside organizations;
- (7) admission of students;
- (8) preparation of a budget for operation of the college for submission to and approval by the local sponsor and the State University trustees;
- (9) preparation of capital equipment and capital construction budgets;
- (10) use of college facilities for research, consultation or other contractual services pursuant to the educational purposes of the college, in accordance with regulations of the college trustees and upon reimbursement to the college on a fair and equitable basis for the use of facilities or equipment; and
- (11) make available for inspection all college policies and procedures at the college for the convenience and information of members of the college constituency.

## **Section II. SUNY BOARD OF TRUSTEES GUIDELINES FOR THE SELECTION AND APPROVAL OF COMMUNITY COLLEGE PRESIDENTS**

### **Legal Authority**

The legal authority to approve the appointment of a community college president is vested in the State University Board of Trustees by Section 6306(2) of the Education Law which states that the board of trustees of each community college shall appoint a president subject to the approval of the State University Trustees. These guidelines are intended to provide guidance to community college boards when they are engaged in the process of selecting or evaluating the appointment of a campus president. The following guidelines will be applied in connection with the approval or disapproval of a presidential appointment by the State University Trustees after receipt of the recommendation of the Chancellor in accordance with 604.2 of the Community College Code of Regulations and the procedures set forth in these guidelines.

### **Procedures for Search**

The appointment by the college board of trustees shall follow an open search in which college constituencies play a substantial role and which shall, in the spirit of affirmative action, reflect good faith efforts to generate a substantial and diverse pool of applicants.

- As soon as is practical after a presidential vacancy occurs, the college board of trustees should appoint a committee to advise the full board on the appointment of a new president. The committee should, in accord with generally accepted presidential search procedures, have representatives from principal constituencies including, but not limited to, teaching faculty, administration, support staff, students, alumni, the college sponsor, and, of course, the board itself. Confidentiality is most important, and anyone agreeing to serve on a search committee must respect this principle.
- The Chancellor shall immediately designate a State University System Administration staff member to act in an advisory capacity with the community college trustees and presidential search committee. That representative shall have full access to files of the committee, shall be entitled to attend all search committee meetings, and shall be responsible for reporting to the Chancellor and the State University Trustees regarding the progress of the search and the work of the committee.
- The college board of trustees should take advantage of the presidential vacancy to determine its immediate leadership needs and those of the foreseeable future.

- At the first presidential search committee meeting, the chairperson of that committee, along with the System Administration representative, should acquaint the committee members with search procedures in general and those established by the board of trustees of the college, and provisions of the **State University Trustees Guidelines for the Selection and Approval of Community College Presidents**.
- Following review of candidates, the presidential search committee should plan to interview a small number of candidates, and from that group refer the finalists to the board of trustees of the college.
- The college board of trustees should meet with the finalists, select one from that group, and request the State University Board of Trustees to approve the appointment after receiving the recommendation of the Chancellor.
- A recommendation by the Chancellor to the State University Board of Trustees for approval or disapproval will take into consideration the conditions of appointment of such presidential candidate as evidenced by a resolution of the college trustees or proposed contract of employment. The conditions of appointment to be considered would include, but not be limited to, salary and other major executive benefits, length of employment contract and procedures for notice of renewal, and terms of severance in the event of termination or non-renewal.
- The Chancellor, or designee, shall provide such further advice and assistance in connection with the selection and approval of presidents of community colleges not inconsistent with these guidelines as the community college trustees shall request.
- Notwithstanding the procedures followed or the qualifications of the presidential candidate, the community college board of trustees and/or the State University Board of Trustees reserve the right to reject any candidate.

*Approved by the SUNY Board of Trustees  
Resolution 72-217 September 30, 1972  
Revised December 12, 1991*

## PROCEDURES MANUAL

### **Section III: QUALIFICATIONS OF PRESIDENT**

#### **Responsibilities and Qualifications of the President**

It is the responsibility of the college board of trustees to develop a detailed position description that includes responsibilities and duties of the president as well as qualifications that it will use in the recruitment, screening and selection processes. In this vein, section 604.3 of the SUNY Code of Rules and Regulations should be taken into account:

**Section 604.3 Responsibilities and Duties of the President.** The president of the college, as the chief executive officer responsible to the college trustees, is responsible for providing general educational leadership and for promoting the educational effectiveness of the institution in all its aspects. In this regard, the president will perform the following duties:

- (a) Implement, execute and administer all policies of the college trustees and the State University Trustees
- (b) Formulate and present to the college trustees, for their action, recommendations on:
  - (1) curriculum;
  - (2) budgets;
  - (3) salary and employee benefits schedules;
  - (4) personnel appointments, promotions, tenure, retention and retrenchment; unless this authority has been designated to the president
  - (5) organizational structure;
  - (6) planning and management of facilities; and
  - (7) granting of degrees or certificates;
- (c) administration of collective bargaining agreements;
- (d) submit an annual report on the operation of the college to the college trustees, and prepare such other reports as the college trustees or State University of New York may require;
- (e) assure the preparation of a faculty handbook in which the role of the faculty in the administration and advancement of the college is described (see also section 605.1 of this subchapter);
- (f) assure the preparation of documents needed for orientation and guidance of students attending the college.

## **Qualities to be Sought in a Prospective President**

Although a list of qualities to be sought should not be viewed as an absolute requirement, and while the qualities most appropriate will vary by college and historical moment, the following qualities are generally expected for the presidency of a SUNY Community College:

- An appropriate background of qualities, credentials, academic experience and accomplishments evidencing strong leadership ability. An earned doctorate is generally recommended but not required. Persons with diverse backgrounds and capabilities are welcome and encouraged to apply.
- Successful academic administrative experience appropriate to the requirements of the presidency;
- Qualities of leadership and ability to maintain effective relationships with trustees, faculty, students, administrative staff, alumni, and members of the community;
- Commitment to the mission of public higher education, generally, and to the specific mission of the community college for which the candidate is being considered;
- Evidence or distinct promise of the ability to build productive community relationships;
- Evidence or distinct promise of the ability to generate external support;
- Commitment to the principles of diversity and equal opportunity; and
- Personal traits necessary for the most exacting of executive responsibilities, among which are strength of character, intelligence, integrity, humor, fortitude, judgement, flexibility, openness to new ideas, sensitivity to human values, and a capacity for hard work.

#### **Section IV: RECOMMENDED STEPS IN THE PRESIDENTIAL SEARCH PROCESS**

1. A vacancy is determined and notice forwarded to the SUNY Chancellor.
2. The college board of trustees meets to plan and implement search procedures. The board also sets priorities and requirements that will guide the search and selection processes by reviewing past, present and anticipated future leadership needs of the college.
3. The Chancellor will appoint a State University System Administration liaison to the search committee to assist and advise in the search process.
4. The college board appoints a search committee and names a committee chair and secretary. The college board determines if it shall employ a search firm. Should an executive search firm be employed, it is strongly recommended they comply with the recommendations provided in this guidebook.
5. The search committee convenes.
6. The college board gives a charge to the search committee.
7. The committee sets up a meeting schedule.
8. A timetable for completing the search is developed.<sup>1</sup>
9. The job description for president is developed reflecting the leadership needs determined in #2 above.<sup>2</sup>
10. Recruitment methods and advertising sources are considered and determined.
11. The position is posted. A special notation should be included on the college's website listing the announcement, the timetable, the job description and any other pertinent information.
12. A system for rating the qualifications of candidates is devised.
13. Letters expressing interest, vitas and other pertinent material arrive from prospective candidates.
14. Letters of acknowledgement, along with application and Institutional Data Summary, and other information as appropriate, are sent to candidates.
15. Individual committee members conduct a formal review of candidates' credentials.
16. The search committee meets to screen the pool and separate acceptable from unacceptable candidates. Letters indicating lack of interest are sent to the unacceptable candidates.

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<sup>1</sup> If not already specified by the college board of trustees

<sup>2</sup> Ibid

17. The committee again examines credentials of the “acceptable” pool and selects a list of strong candidates for interviews. Often these number from six to nine, but this is not required, and varies by situation. Additional lack of interest letters are sent to the remaining pool of candidates.
18. The committee determines an interview schedule, including dates and involvement of the various college constituencies, i.e. trustees, sponsor, faculty, students, administrative leaders, staff, collective bargaining units, and local community leaders.
19. Interviews are scheduled and held with the selected list of strongest candidates.
20. References and credentials are checked.
21. Finalists are selected and referred to the college board of trustees for consideration. Usually the list of finalists numbers from three to five, but this is not required and varies by situation.
22. The SUNY liaison shares information on the finalists with the Chancellor, with justification. This takes place prior to any discussion, offer, resolution, contract or announcement relative to finalists. The Chancellor provides input on the finalists to the college board of trustees.
23. The college board of trustees interviews finalists. Candidates also meet with the various campus constituencies.
24. The college board of trustees does a final evaluation of the candidates.
25. A selection and a job offer are made. A contract is developed by the college board and negotiated with the chosen candidate, which is finalized upon SUNY Board approval.
26. The college board of trustees appoints the president subject to approval by the SUNY Board of Trustees.
27. The Chancellor and the SUNY Board of Trustees meet the candidate. The Chancellor makes a recommendation on the appointment to the SUNY Board. The recommendation by the Chancellor to the SUNY Board of Trustees will take into consideration the conditions of appointment of such presidential candidate. The conditions of appointment to be considered may include salary and other major benefits, length of employment contract, procedures for notice of renewal, and terms of severance in the event of termination or non-renewal. These conditions shall be set forth in writing (contract, offer letter, etc.) and reviewed by the Chancellor.
28. After receiving the recommendation of the Chancellor, the SUNY Board of Trustees approves (or disapproves) the appointment.
29. If approved, the search is completed and the contract is finalized. The search committee is thanked and discharged.
30. Announcements are sent to the other finalists.

## **Section V: BASIC CONSIDERATIONS IN THE PRESIDENTIAL SEARCH PROCESS**

### **Campus Self-Assessment**

First and foremost, the college trustees should take advantage of the presidential vacancy to do some institutional soul-searching. The leadership needs of any institution vary at different times in its history. Having decided where the institution is and where it is headed, the trustees can move on to the second phase, which is to develop a reasonably detailed position description. This can include, in addition to duties and responsibilities, a set of recommended priorities that are the result of the self-assessment completed under the board's leadership. Such a description is helpful to potential candidates and, of course, is a source against which trustees can later measure a president's performance. The college board of trustees may seek input from its various constituencies in developing the position description.

### **The Role of the SUNY System Administration**

To assist the college in its efforts and to ensure that the Chancellor can recommend a presidential candidate to the SUNY Board of Trustees with confidence, the Chancellor's designee should be brought into the search process at the earliest possible opportunity. In each instance, the Chancellor will designate a representative to assist the college with their presidential search upon notice of the vacancy. The liaison is a resource person and as such does not direct or attempt to influence the outcome of the search process. The colleges are encouraged to utilize this person, particularly at the outset when procedures are being developed, and again when the search committee has narrowed its list down to those whom it expects to interview. Having mutually agreed to a list of those to be interviewed, the Chancellor's representative should be present when the candidates appear before the search committee. This is important so that finalists can be recommended to the SUNY Board of Trustees with first-hand knowledge of their qualifications. The SUNY Board of Trustees meets monthly September through June.

### **Interim Leadership**

Often the outgoing president is no longer leading the college during the search period, having moved to another position elsewhere. The Chancellor's representative to the search committee and the SUNY Vice Chancellor for Community Colleges can assist with recommending acting or interim presidents to the college board of trustees. Experience has shown that the pressure on trustees and search committee members, real or imagined, can cloud an open search when there is an internal candidate who is at the same time chief executive. Therefore, we recommend that temporary or interim appointees not be candidates for the permanent position.



## **Affirmative Action and Equal Employment Opportunity**

Colleges are encouraged to support the principles of affirmative action and equal employment opportunity. In addition, state and federal laws prohibit discrimination because of race, color, religion, sex, disability, national origin, marital status, or veteran's status, in any term, condition or privilege of employment.

The college, therefore, should take steps to assure that job requirements, hiring standards, and methods of recruitment and selection do not discriminate, but instead contribute to its diversity goals.

## **Composition of Search Committee**

The composition of the presidential search committee is often detailed in institutional and/or faculty procedural policy statements. Generally, such a committee should include representation from the several college constituencies. Such broad representation should include faculty, administrative and support staff, union leadership, student, alumni, and foundation representation and of course, members of the board itself. Often the Board of Trustees will want to include representative(s) from the local area, especially leaders in the business community.

The committee should be given a specific charge in terms of what the board expects of them. Specifically, the committee needs to know such things as: the time frame within which they must work; position description; monies available to them for advertising; communications with candidates; travel and lodging provisions for both the committee visiting candidates and candidates visiting the college; procedures for reporting progress to the board; and the number of candidates to be referred to the board for final consideration. Above all, and as diplomatically as possible, the committee is to be reminded at the outset that its role is strictly advisory and that its work is highly confidential in nature.

## **Budget**

Budgets earmarked specifically for community college presidential searches in New York State range from nearly \$10,000 to over \$20,000 during the past several years. If a professional search firm is engaged, the cost may exceed this amount.

Typical expenses include postage; telephone; materials to be developed and printed; transportation, lodging and meals for those candidates called in for initial and final interviews; salary for a secretary to the search committee; incidental expenses (coffee, lunches, dinner) for search committee meetings; receptions for constituents to meet the candidates; advertising; and consultants.

The greatest expenses are for advertising and for bringing candidates to the college for interviews. The college board of trustees should plan and provide for expenses related to the search procedure.

## **Advertising the Position/Recruitment**

Advertising may be quite extensive or limited, depending on the desired audience to be reached, available time, and budgetary restrictions. A realistic approach to the needs and available resources of the institution will result in a more productive search. Such generalizations as “salary open” or “salary commensurate with credentials” are often misleading and indeed may be untrue. The same may be said of academic credentials and work experience. If absolutes have been established, the committee’s work will be easier. This procedure may well result in fewer applications, but those received will tend to be viable candidates. (See Section VI, page 9 for sample advertisement.) Whether a search firm is used or not, aggressive recruitment is very important to develop as broad and deep a pool as possible. The college’s website is a key tool to entice potential candidates and to inform interested individuals.

## **Logistics**

A search committee secretary should be appointed by the college board of trustees. This person’s chief responsibilities include collecting the candidates’ credentials, reminding candidates of what is necessary to make an application complete, making completed folders available to the search committee, taking minutes at committee meetings, acting as the correspondent for the search committee, and later on, arranging interview dates, lodging, and travel for presidential finalists. This person may be asked to assume this workload in addition to regular assignments at the college, may be given release time from regular assignments, may receive extra compensation for this work, or any combination thereof. More often than not, this person is secretary or administrative assistant to the president and/or the college board of trustees.

It is also advised that the search committee work closely with the college’s Office of Human Resources. This office is a valuable source of assistance with the search process. It also is a source of information regarding recruitment publications for advertising and the cost of each.

Given the aforementioned, the search committee will want to develop, for screening purposes, a rating system to be used in measuring candidates’ qualifications against the position description. Committee members often find it convenient to drop in the secretary’s office and examine a dozen or so completed folders at a time. By the time the closing date for applications has arrived, many folders will then have been examined, rated and made ready for processing. The committee will still want to meet periodically as a body, but much can be accomplished on an individual basis as time and work schedules permit.

The number of viable candidates will be reduced to a number the committee will want to review and potentially interview. This number is normally no less than a half dozen and no more than a dozen. From this preliminary group, six to nine are typically selected for the first round of interviews. From this group, usually three to five are selected as finalists and are referred to the college board of trustees for consideration, which could include a final interview. The actual numbers may vary, depending on the directions from the college board of trustees, the particular local circumstances, and the size and nature of the applicant pool. (See Section VII, pages 3 through 8 for sample interview questions.)

When the committee has referred the appropriate number of candidates to the college board of trustees, it has for all intents and purposes completed its assignment.

### **Timing of the Search**

The average length of time for a SUNY community college presidential search is about six months. The college should realize that a month or more is needed at the beginning to appoint and organize the committee. The time period between placement of the advertisement to the application deadline requires more than another month. Review of the candidates' files and rating of the candidates takes several weeks, with interviews consuming a month. The final reference checking, board of trustees interviews and appointment procedures normally take another month.

Intensive search work during the summer is not advised, as principal participants are usually not as available and the search can become slowed and less effective. In addition, there can be a four-month, one-semester gap between issuing a contract and the newly appointed president's start date, allowing the new president sufficient time to give notice at the prior place of employment, to find housing and actually make the move.

Overall, it is important to keep the search process moving as steadily and quickly as possible to avoid losing good candidates to other institutions that are able to act more expeditiously.

### **Confidentiality**

Confidentiality should be a basic assumption for all search committees. All files, including minutes and references, should be maintained in a manner that insures their usefulness to the search committee and precludes their becoming public. A single spokesperson for the group should be designated, usually the chairperson.

### **Evaluating Credentials**

Search committees will want to develop some system to evaluate and rank candidates. Usually a number system (e.g. 1-5) can be applied to various aspects of the candidate's credentials. Given five as the highest score a candidate can attain, the committee can then decide what their various cutoff points will be. For instance, candidates with an average score (with each committee member rating each candidate) of four (4) or more might be considered as reasonable candidates for the presidential position; those with average scores of three might require another look, and those below three might be set aside as unlikely candidates. Those in the latter category should be so advised as early as possible. (See Section VII, page 2 for sample evaluation sheets.)

## **References**

Normally, candidates are asked to supply the search committee with the names of those people who have a working knowledge of the candidate in matters relating to the position in question. The committee should reserve the right to contact any and all who might contribute to the committee's deliberations. Other references should be sought in addition to those provided by the applicant. This procedure should be made clear to the candidates. The time spent checking reference, other than the ones listed by the candidates, is time well spent. Many searches have led to an unhappy hire because of a lack of reference checking.

## **Home Site Visitations**

While much of the background checks can be accomplished via letter and telephone with the candidate's references or associates, or by direct contact with the candidate in an interview session, many search committees will find it beneficial to visit the candidates present work environment. Rather than asking the references to deal in generalities, the search committee might develop a list of specific questions to which they would like answers. (See Section VIII, page 1 for samples of reference inquiries.)

## **Final Recommendation and Subsequent Approval**

Generally, the search committee refers three to five candidates to the college board of trustees. The committee is not encouraged to rank these candidates but rather indicate that any of those referred would be acceptable as president of the institution. The SUNY liaison shares information on the finalists with the Chancellor, with justification. This takes place prior to any discussion, offer, resolution, contract or announcement relative to finalists. The Chancellor provides input on the finalists to the college board of trustees.

In the event that any finalist withdraws from consideration, another candidate may be substituted.

If the college board of trustees finds none of the finalists acceptable, they may ask for additional names. If none of the alternates proves acceptable, the board may discharge the committee and begin again. Even though this sounds drastic, it is important that the college not be lulled into settling for a candidate that is almost right. If a search needs to be started again, the investment of additional time will be worth it in the long run.

Assuming that the college board does select one of the finalists, the board should develop (with the candidate) a contract that clearly outlines salary, benefits, and terms and conditions of employment. This contract must contain a statement which indicates that the appointment is subject to the approval of the SUNY Board of Trustees. The college board should then pass a resolution of appointment similar to that found in Section VIII, page 2 of this document.

Finally, a letter from the chairperson of the college board of trustees should be addressed to the Chancellor, indicating the action taken by the college board, and requesting that the Chancellor present the candidate for approval to the SUNY Board of Trustees.

The Chancellor's representative then arranges for the presidential finalist to meet with the Chancellor and, later, the SUNY Board of Trustees.

**VI: BEST PRACTICES**  
**Stage 1: Building the Pool**

**Questionnaire Leading to Presidential Profile**

To: Faculty Association Members [or Student Government members, or Board members, or staff, etc.]

From: Presidential Search Committee Members

Date:

The Board of Trustees is commencing a search for a new President of \_\_\_\_\_ Community College.

To assist the Search Committee and the Board of Trustees, we are soliciting information from Faculty Association members relative to qualifications and capabilities required for the Presidency at \_\_\_\_\_ Community College.

Please complete the attached questionnaire and bring it to the Faculty Association meeting. If you're unable to attend, please hand deliver it to one of the above named Search Committee members. Your written responses, plus any input you care to give at the Faculty Association meeting, will be submitted to the Search Committee and the Board of Trustees who will develop a Presidential profile.

**The information contained in the following Sections – Section VI through Section IX – is advisory only. The forms, profiles, questions and examples are provided as suggestions and should not be viewed as required material.**

## Sample Questionnaire

The questionnaire below is designed to allow you to indicate what you think are important considerations in hiring a college president. In addition to asking for your ideas in the areas of educational preparation, background and experience of the new president, the instrument also offers you the opportunity to express what you feel are the important needs and concerns facing the college.

### Educational Background

1. In your opinion, how important is the higher education of the new president? Is it more important, equally important, or less important than experience in administration and/or business management?  
 more important  
 equally important  
 less important
2. Do you feel the Board of Trustees should give preference to those candidates with a doctoral degree, all other qualifications being equal?  
 yes                       no
3. Please rank the following in order of preference as to background of the new president. Place a "1" in front of the most preferred, a "2" for next preferred, and a "3" for the next preferred.  
 education  
 business  
 government  
 public service
4. Would you rank in similar fashion these programs of professional study and/or experience in order of importance in the background of the new president? Place a "1" in front of the most important, a "2" in front of the next important, etc.  
 finance and banking, business management  
 curriculum and instructional development  
 organizational behavior, group dynamics  
 marketing and public relations  
 personnel management/negotiations  
 instructional technology  
 politics and funding of higher education  
 full-time classroom teaching

Please list other aspects of the background of the new president that you feel to be important.

## Experience

5. Typically, candidates for the presidency will possess a variety of administrative experiences. In the items below, would you indicate the importance you attach to various experiences.

Which of the following do you feel to be sufficient administrative experience in the background of the new president? Check only one.

- 1 to 2 years  
 3 to 5 years  
 5 to 10 years  
 more than 10 years

6. Do you feel an applicant for the presidency should have experience as a college administrator?  
 yes     probably     not important
7. Should the focus of the presidency be primarily internal  external ?
8. Do you feel that any applicant for the presidency should have prior experience as a college president or business CEO?  
 yes     probably     not important
9. Do you feel that any applicant for the presidency should have administrative experience in New York State?  
 yes     probably     not necessary
10. What kind of background and experience setting do you prefer in candidates for the presidency? Check only one.  
 four year college/university  
 community college/junior college  
 public service institution  
 private industry
11. All other factors being equal, would you prefer a new president with a strong background in college business management or one with a strong background in curriculum and instruction? Check only one.  
 background in college business management  
 background in curriculum/instruction  
 no real preference
12. How long do you feel the new president should plan to be the chief executive officer of the college?  
 1 to 3 years  
 3 to 5 years  
 5 to 10 years  
 no special preference



13. Please indicate other aspects in the background experience of the president you feel to be important.
14. The following abilities are often sought in presidential candidates. In terms of your own community and college needs, would you rank these abilities as you think they are important in your own new president? Place a "1" in front of the most important, a "2" in front of the next most important, etc.
- |  |   |
|--|---|
| <input type="checkbox"/> public relations ability                            | <input type="checkbox"/> public speaking/communications ability     |
| <input type="checkbox"/> contractual negotiations ability                    | <input type="checkbox"/> instructional program/curriculum ability   |
| <input type="checkbox"/> budgeting and finance ability                       | <input type="checkbox"/> human relations/leadership ability         |
| <input type="checkbox"/> personnel management ability                        | <input type="checkbox"/> community political ability                |
| <input type="checkbox"/> college space and facilities/<br>management ability | <input type="checkbox"/> fund raising/grant acquisition ability     |
| <input type="checkbox"/> partnership forging ability                         | <input type="checkbox"/> instructional teaching/information systems |
15. Finally, how do you see the future of the college? Rank the following choices in order of importance to you. Place a "1" in front of the most important, a "2" in front of the next most important, etc.
- liberal arts oriented college
  - career oriented college
  - institution for continuing education
  - conference center
  - social and recreational community center

If you see any other choices for the future direction of the college not listed above, please list them below with a brief explanation of why you feel this way.

Below would you now list anything you wish to tell the search committee and/or the Board of Trustees. These could be items not covered in previous questions. They could be special needs or problems facing the college. Your responses will be held in full confidence. Thank you very much for your help.

**Person Completing Questionnaire**

- Staff
- Faculty
- Administrator
- Student

Years of association with the college \_\_\_\_\_  
 Male     Female

## Sample College Profile

The college will have a sense of community

Ability to interact with students, faculty, staff, board

Recognizes importance of involvement with campus activities

The college will be an integral part of the business community

Participate in business community, be aware of job, industry trends

Ability to work with industry to place graduates

Ability to work with suppliers of students (high schools) to get students here.

The college will prepare for 21<sup>st</sup> century

Vision, sees into future

Innovator

The college will prepare students for future workforce

Concerned with partnerships in community

Ability to build relationships with industry & governmental bodies

The college will continue with liberal arts emphasis, balance with career studies

Academic credentials in liberal arts

The college will value individual students

People oriented

Sensitivity, integrity

The focus of the institution is teaching

Encourages development of faculty

## **Sample Community College Presidential Profile**

As the education and administrative leader of the College, the President represents the College to the Board of Trustees, SUNY, the regional sponsors and the community and is responsible for assessing, planning, organizing and evaluating the resources, programs and services of the College to meet the educational needs of the student body and the community.

The Board of Trustees, in consultation with internal and external constituent groups of \_\_\_\_\_ Community College has identified major challenges facing the College. The Board expects the new president to maintain a focus on two significant themes identified in its recent planning process:

student success and  
educational partnerships.

Additionally, the Board, College and community will look to the president for strong leadership, which is both collaborative and consultative in addressing these challenges:

- Maintain fiscal stability in changing economy through sound fiscal management, ongoing communication with regional sponsors, and identification of alternative funding sources.
- Expand partnerships with business, industry, service organizations and educational institutions to respond to changing needs and to encourage ongoing mutual support.
- Ensure that the occupational programs are sound, keep pace with the caliber of the academic program and meet changing social, technological and economic needs.
- Maintain “cutting edge” technology in support of student needs relative to instructional programs and support services.
- Understand that core Liberal Arts and Science courses distinguish education from training.
- Provide leadership for the implementation and ongoing review of the strategic plan in order to integrate the academic and facilities master plan, the budget, enrollment, management and the College’s mission.
- Ensure that academic and occupational programs meet the needs of the diverse academic, socioeconomic, cultural and ethnic backgrounds of our students, including those with learning and physical disabilities.
- Advance the goals of shared governance with an emphasis on collegiality and open communication among all constituents.

## The Qualifications

The ideal candidate will possess:

- Advanced education, preferably an earned doctorate.
- Success in a senior administrative role in a college setting, preferably a community college, or in a corporate setting.
- Demonstrated technical knowledge and leadership, experience in fiscal and personnel management, strategic planning, curriculum and instruction, community relations and legislative relations.
- Experience with diverse populations of employees and customers and sensitivity to the needs of nontraditional students.
- Demonstrated understanding of and commitment to the community college philosophy and recognition of the virtue of a balanced curriculum which embraces university parallel programs and state-of-the-art technological and occupational programs.
- Some teaching experience.
- Demonstrated ability to anticipate and respond proactively to economic, social, demographic and technological change while valuing the college and community traditions.
- Demonstrated commitment to affirmative action.

## Personal Characteristics

- A philosophy compatible with the college mission – *“the student is the focus of all we do.”*
- Ability to work effectively with the Board of Trustees, faculty, students, administration, support staff, regional sponsors, SUNY System Administration, other educational institutions and the community.
- Excellent verbal and written communication skills which foster collegiality & shared governance.
- Innovation and creativity.
- A visionary educational leader who is aware of economic, social, and education trends nationally and able to play a major role in keep the College and community “ahead of the curve.”
- A management style which is accessible, open and personal in order to cultivate both internal and external constituencies and to resolve problems in a sensitive and timely manner.
- Sensitivity and understanding to motivate, empower and develop others while instilling a strong sense of accountability.
- The ability to develop partnerships with business, industry, organizations & educational institutions.
- A sense of humor.
- A well rounded, cultured individual who will be active in college & community activities.

## Sample Institutional Data Summary

\_\_\_\_\_ Community College, \_\_\_\_\_, New York \_\_\_\_\_ Telephone \_\_\_\_\_

Public two-year college. Associate degree curricula includes programs leading to the Associate in Applied Science: Accounting, Business Management, Computer Technology, Electrical Technology, Nursing, and Science Laboratory Technology; a program leading to the Associate in Occupational Studies: Hospitality and Tourism, and Construction Trades; programs leading to the Associate in Science: Business Administration, Engineering Science, Criminal Justice, and Science or Mathematics; and a Liberal Arts program leading to the Associate in Arts. One-year certificate programs include Accounting, Criminal Justice, Hospitality and Tourism, Retail Merchandising, and Office Manager. The college is coeducational. Enrollment for Fall \_\_\_\_\_ totaled \_\_\_\_\_, including \_\_\_\_\_ full- and \_\_\_\_\_ part-time students, \_\_\_\_\_ men and \_\_\_\_\_ women, and a total full-time equivalent of \_\_\_\_\_.

Sponsorship and Control. Founded in \_\_\_\_\_. The College is under fiscal sponsorship of the \_\_\_\_\_ County Board of Supervisors and the regulation of the State University of New York. The College is governed by a ten-member Board of Trustees, including a student member. Curricula are registered by the New York State Education Department.

Faculty. The full-time faculty consists of \_\_\_\_\_ professors, \_\_\_\_\_ associate professors, \_\_\_\_\_ assistant professors, \_\_\_\_\_ instructors, and \_\_\_\_\_ lecturers. In addition, there are adjunct instructors, \_\_\_\_\_ in the day programs and \_\_\_\_\_ in the evening for a total of \_\_\_\_\_. The teaching load may vary between \_\_\_\_\_ and \_\_\_\_\_ contact hours per semester with a yearly maximum of \_\_\_\_\_ credit hours or \_\_\_\_\_ contact hours. This load may be reduced where there is administrative responsibility. There is an Independent Faculty Association for collective bargaining.

Students. Admissions are open and done on a rolling basis based on high school record, Regents Scholarship Examination (ACT or SAT also acceptable), and counselor recommendation. \_\_\_\_\_ percent of the full-time student body is from \_\_\_\_\_ County, with the remainder primarily from adjacent counties of \_\_\_\_\_ and \_\_\_\_\_. The average age of students is \_\_\_\_\_.

Library. Current library resources exceed \_\_\_\_\_ volumes and \_\_\_\_\_ periodicals. There are extensive holdings of audiovisual materials, and a learning resource center is available for use of non-print materials.

Finances. The \_\_\_\_\_ fiscal year operating budget is \$ \_\_\_\_\_. The operating budget formula includes base aid/FTE plus several incentives that raise the state aid/FTE. Capital costs are shared equally by the State and the sponsor.

Physical Plant. The campus consists of \_\_\_\_\_ buildings containing \_\_\_\_\_ square feet of space. The buildings are located on a \_\_\_\_\_ acre site.

Accreditation: Middle States Association 20\_\_\_\_, NLN 20\_\_\_\_.

Note: All statistics are valid as of September \_\_\_\_\_.

## **Sample Advertisement President**

The Board of Trustees invites applications and nominations for the position of President of \_\_\_\_\_ Community College. The President is the chief executive of the college and reports to a ten-member board.

The College, a comprehensive community college with approximately \_\_\_\_\_ students enrolled in credit courses and another \_\_\_\_\_ in non-credit programs, is one of the 64 campuses of the State University of New York. The annual budget is approximately \$\_\_\_\_ million. \_\_\_\_\_ is located approximately \_\_\_\_\_ miles from the state capitol in Albany. The campus has recently completed a \$\_\_\_\_ million facilities Master Plan construction and renovation project. A \$\_\_\_\_ million Capitol Campaign is renovating the College Union and adding a fitness center. Instruction-wide projects in video networking, distance learning, assessment, academic support/ enrichment, learning alliances and faculty leadership initiatives focusing on teaching—learning are also underway. In addition, Title III grant activities have been funded, including an upgrade of the College's Management Information System and the creation of an Office of Institutional Research. The College enjoys a high profile in the region with a growing reputation for its academic programs and its growing technological capabilities including a new Spatial Information Technology Center in partnership with the National Aeronautics and Space Administration.

Additional information about the College can be found at (web site).

### **Candidate Profile**

The Board of Trustees seeks a leader committed to educational excellence who also has outstanding skills in working with external communities. The successful candidate must be a person of high energy and integrity, with the highest professional standards and an accessible, open management style. The successful candidate will also be a decisive leader who will be expected to work cooperatively with the State University of New York system.

The new President will have:

- an understanding of and a commitment to the mission of the comprehensive community college
- successful senior-level management experience; community college administration and teaching desirable
- decisive leadership experience and a decision-making style that is collaborative and empowers others
- successful leadership experience in program development and outcomes assessment; an understanding of how to motivate members of the campus community in achieving academic excellence

- evidence of effective interpersonal communications skills, and an ability to foster trust through an open exchange of ideas
- evidence of an active involvement with students or customers and an awareness of student services essential to student success
- demonstrated skills in financial management, team building, strategic planning and labor relations
- evidence of effective leadership in establishing a positive institutional presence and image in the community, and building strong partnerships and coalitions with other institutions, community groups, and state systems
- successful record of resource development
- evidence of working knowledge of the impact and implementation of technology in the educational and administrative arenas
- evidence of effective leadership in supporting economic development and workforce training
- successful record of advocacy in representing the institution at all levels of government
- sense of humor
- master's degree required; earned doctorate from an accredited institution preferred

Candidates should submit a letter of application no more than 5 pages in length in response to the Presidential profile as well as a resume, and names/addresses/telephone numbers of five professional references. Review of applications cannot be guaranteed after

\_\_\_\_\_

All correspondence should be addressed to:

Chair of the Search Committee  
 \_\_\_\_\_ Community College

## Suggested Sources to Advertise or Post the Presidential Vacancy

1. State University of New York System Administration
2. National community college weekly newspapers
3. *The Chronicle of Higher Education*
4. The major metropolitan newspapers
5. Local and regional newspapers
6. Colleges, universities, businesses and military bases in your service area
7. Presidents or chairpersons of the statewide community college associations, such as the NY Assoc. of Presidents of Public Community Colleges (APPCC), Chief Academic Officers, Community College Business Officers Assoc. (CCBOA), the NY Community College Trustees (NYCCT), and the Faculty Council of Community Colleges.
8. Equal Opportunity recruitment sources, such as:
  - a. National Assoc. for Equal Opportunity in Higher Education, Washington, D.C.
  - b. *Black Issues in Higher Education*
  - c. *Hispanic Outlook*
  - d. HERS/New England, Wellesley college, Massachusetts
  - e. American Council on Education (Office of Women in Higher Education), Washington, D.C.
  - f. American Association of University Women, Washington, D.C.
  - g. Center for Women's Opportunities, American Assoc. of Women in Community and Junior Colleges, Washington, D.C.
  - h. American Assoc. of Higher Education, Women's Caucus

(There are many others. Contact your Affirmative Action and/or Human Resources Officer, a college librarian or the SUNY Office of Community Colleges and System Administration staff for additional sources.)
9. Select colleges and universities throughout the country. Use *The College Handbook*, published by the College Entrance Examination Board, New York, and/or *Peterson's Annual Guides to Graduate Study* (Community College Education), Princeton, New Jersey 08540.
10. Post the position to popular web sites that are increasingly being used for recruitment and job seeking (e.g. CCollegeJobs.com). Also, where allowed, post the position to the web site of national professional associations.



**Section VII: BEST PRACTICES**  
**Stage 2: Narrowing the Field**

**Sample Acknowledgement Letter**

Dear \_\_\_\_\_:

Thank you for your interest in the presidency of \_\_\_\_\_ Community College.

I am enclosing an institutional data summary sheet as well as a college catalog and other college publications to acquaint you with our college.

We will be in further touch with you as the search process progresses. If you have questions or need additional information about our college, please call or write \_\_\_\_\_, Secretary to the Search Committee, at \_\_\_\_\_.

Sincerely,

\_\_\_\_\_  
Chairperson  
Presidential Search Committee  
\_\_\_\_\_ Community College

-----  
**Sample Letter of Declination of Interest**

Dear \_\_\_\_\_:

The Board of Trustees greatly appreciates your interest in the presidency of \_\_\_\_\_ Community College.

Response to our national search has been most gratifying both in terms of the quantity and quality of applications received. While your credentials were impressive, you were not among those selected to be interviewed by the search committee.

Please accept our good wishes in your quest for a college presidency.

Sincerely,

\_\_\_\_\_  
Chairperson  
Presidential Search Committee  
\_\_\_\_\_ Community College

**Sample Candidate Evaluation Sheet  
(Aggregating Scores of Individual Committee Raters)**

\_\_\_\_\_ Name of Candidate

**Rating Scale:**

- 1 = Weak
- 2 = Mediocre
- 3 = Adequate
- 4 = Strong
- 5 = Superior

Criteria to Rate:	Committee Member: Item Score:	A	B	C	D	E	F	G	Sub-Total
I. Academic preparation (degrees, etc.)									
II. Teaching Experience									
III. Administrative Experience									
IV. Academic Leadership Experience									
V. Budget/Fiscal Experience									
VI. Experience with Local & State Politics									
VII. Experience with Collective Bargaining									
VIII. Public Relations Experience									
IX. Experience w/ Student Needs & Concerns									
X. Experience w/ Faculty & Staff Needs & Concerns									
XI. Experience w/ Community Service/Relations									
XII. Other Criteria:									
	<b>TOTAL SCORE</b>								

**Comments:**

**Notes:**

Criteria selected for rating should align with the job description, qualities sought, and college priorities that were advertised.

This chart records and adds together the ratings for each candidate on each criterion, as assigned by each committee member. When scores are added to create a composite score for each candidate, those with the highest scores are ranked and selected for interview.

## Sample Committee Interview Questions

Candidate's Name \_\_\_\_\_ Date of Interview \_\_\_\_\_

1. Please spend 5 to 10 minutes to tell us about your background and experience?
2. How would you deal with the problems of the cost effectiveness of certain kinds of academic programs, those that inevitably involve small classes and/or technology and therefore a high per-student cost?
3. How have you structured your relationship with Division/Departmental Chairpersons and others you supervise?
4. What has been your working experience with college or other boards of trustees? How would you feel about the considerable autonomy of New York State community colleges?
5. What has been your working experience with college sponsors, local and state officials, and state legislators?
6. What has been your involvement in strategic and operational planning and budget development? To what extent should Department and Division Chairpersons and other faculty and staff be involved in planning and budgeting processes?
7. What has been the character of your current institution's relationship with the community? Has it attempted to reflect or share attitudes?
8. Tell us about your opinion about open admissions. How would you propose to deal with academically deficient students? What is your opinion about standardized testing as an aid to identifying or placing these students?
9. To what extent have you had to deal with those agencies responsible for financial support? Are you familiar with our state-local-student funding structure and the complexities, especially the political complexity, involved?
10. What has been your experience with negotiations/collective bargaining?
11. What procedures have you used for evaluation of staff and the granting of tenure to faculty?
12. How have you dealt with the problem of adapting your organization to changing environmental, occupational and educational needs while still maintaining stability in the organization?
13. What has been your experience with occupational education, career and transfer programs? Where should the priorities be?

14. What has been your experience with non-credit, continuing education, workforce development and community service programs?
15. In your career, what percentage of your time have you given to academic or programmatic versus financial/administrative matters?
16. What kind of a role have you given counseling at your present institution? What are your opinions about advising by instructors?
17. If we visited your institution, what positive things might we hear about you? What negative things might we hear about you?
18. How have you handled retrenchments and/or terminations?
19. In what ways does your current institution use information technology in instruction? Administration? Communications in general? How is distance learning employed?

Other Questions and Replies:

Summary Evaluation of Candidate:

### **More Sample Interview Questions Interview With College Board of Trustees<sup>3</sup>**

1. What type of image should a community college and a community college president project?
2. How can a college operate realistically in a period of no-growth budgets? Have you faced a refusal by a sponsor to increase financial support and, if so, how did you handle it?
3. What are your criteria for an academically well-run institution?
4. If leadership is a mix of exercising power and sharing power, what kind of mix would you use in running the college? Is your style of administration one of central control or decentralization?
5. What is the appropriate role of faculty governance and how does it relate to the presidency?
6. What role do you see for the college board of trustees collectively and as individuals in the college-sponsor relationship? How active should the board be, especially in the operation of the college, and what should the president be responsible for exclusively?
7. What is your experience with and how do you feel about innovative instructional methods such as interactive TV classes, distance learning, new course formats, and nontraditional/adult education approaches?
8. What would be your approach to participation in collective bargaining problems with the faculty and professional staff? Would you insist on a sharp delineation between "collegial" and "contractual" rights and obligations?
9. Faced with restricted resources, should the college's open admissions policy be preserved at all costs? How should the college respond to these enrollment-related financial pressures?
10. What should be the role of the community college in developmental or remedial education? How persistent should the college be in trying to retain students who are unsuccessful academically despite having taken preparatory or remedial classes?
11. What criteria would you use to evaluate the quality of faculty and staff? Academic programs? Institutional effectiveness?
12. Should the liberal arts still be considered a curriculum among equals, or as a support curriculum for other career-oriented curricula?

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<sup>3</sup> Note: These are sample questions from which you might select some for use in your interview.

13. What is your idea of a “quality education”?
14. What is your experience in developing cooperative relationships with other organizations, including articulation with transfer institutions? What should be the relationship?
15. What is your experience with outcomes assessment or other forms of evaluation? How would you go about setting up systems for assessment? What methods do you recommend?
16. How do you feel about institutional and program performance indicators and performance-based funding?
17. What would be your approach to, and personal involvement in, the budget development process?
18. Do you foresee any ways that business and industry might share in the costs as well as the benefits of expensive technical curricula?
19. What things in your background qualify you best for our presidency?
20. What presidential prerequisites do you feel are appropriate for our president?
21. What major changes do you predict for community colleges in general in the next ten years?
22. How much would you emphasize staff development techniques such as courses, conference attendance, and travel in the face of limited resources?
23. How do you feel about strategic or long-range planning? What if the plan requires frequent modifications?
24. From your brief look at our organizational chart, what are your conclusions in terms of an ideal structure as it may apply to our college?
25. What is your general feeling and practice about lobbying? How much should the president do and how much should the board do? Students? Faculty and staff?
26. If there were an issue of credibility between the college and the sponsor, how would you work to resolve it?
27. How would you handle real or perceived intrusions into college prerogatives by the state, county or federal governments?
28. What is your experience and success in generating external funding and other revenue sources?

29. How do you believe the college should develop its alumni program?
30. Faced with limited resources, how active should the college be in making the campus the county's cultural, educational and recreational center?
31. What would be your general guidelines on the extent of campus use by the non-college public?
32. What is the perception and opinion of the SUNY system in your state (or community)?
33. Were you active in your state's community college presidents' or other professional association, if there was one? To what extent do you think you would become active in the New York Association of Presidents of Public Community Colleges?
34. Should faculty and staff promotions have rigorous criteria, or be granted liberally?
35. What are your feelings about faculty tenure? How do you keep a highly tenured faculty motivated?
36. Faced with the retirement of key chairs or administrators, would you be more apt to promote from within or go outside for replacement by persons with established credentials?
37. How do you feel about outside employment for faculty members?
38. What are your feelings about sabbaticals for faculty and professional staff?
39. How much, if anything, should presidents and boards be concerned with the need for raising funds from private sources?
40. Should students be given close or loose supervision in the establishment of co-curricular activities and the spending of student activities funds? Explain.
41. How can a community college generate more co-curricular activity and student (and faculty and staff) involvement?
42. What is your feeling about the relationships between two- and four-year colleges?
43. What are the criteria for a financially well-run institution?
44. How much emphasis ought to be placed on continuing education functions, including non-credit industry-based programs and non-credit community service programs and courses?
45. How should a board evaluate a president? Should salary improvements be linked to the evaluation process?

46. What would be the minimum term contract you would feel secure with here?
47. (Last question) What question haven't we asked that you expected to hear? What are your questions? What impressions do you now have of our college and the search process?

Other:



**Section VIII: BEST PRACTICES**  
**Stage 3: Closing the Search**

**Sample Phone Reference Check Inquiries<sup>4</sup>**

1. Name of Candidate \_\_\_\_\_  
Name of Reference \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Name of Committee Member \_\_\_\_\_
2. How long and in what capacity have you known the candidate?
3. What is your assessment of his/her administrative abilities?
4. Please give some examples of how the candidate gets along with faculty, students, board members, etc.
5. Please describe the chief strengths and weaknesses of the candidate.
6. How involved is he/she in community activities? How does the community perceive him/her?
7. Why is the candidate looking for a new position?
8. How well do you feel he/she can handle the position of President here at [name] Community College?
9. Other specific questions from folder:

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<sup>4</sup> Emphasize that the conversation is CONFIDENTIAL

**Sample Appointment Resolution**

Resolution No. \_\_\_\_\_ - Board of Trustees, \_\_\_\_\_ Community College

RE: Appointment of President

\_\_\_\_\_ <sup>5</sup> offered the following resolution and moves its adoption:

Resolved that the Board of Trustees of \_\_\_\_\_  
Community College herewith appoints \_\_\_\_\_ as  
President of \_\_\_\_\_ Community College at an annual  
salary of \$ \_\_\_\_\_, effective \_\_\_\_\_, subject to the approval of the  
Board of Trustees of the State University of New York; and, be it further  
Resolved that by copy of this resolution, the Trustees of the State University of  
New York is respectfully requested to approve same.

Seconded by \_\_\_\_\_

Resolution unanimously adopted \_\_\_\_\_

\_\_\_\_\_ <sup>5</sup> Resolution is usually offered by chairperson of the search committee if that person is a trustee.

## Sample Letter from College Board to Chancellor

\_\_\_\_\_  
Date

Dear Chancellor \_\_\_\_\_:

You will be pleased to know that the search for a new president of \_\_\_\_\_ Community College was successfully concluded today at a meeting of the College Board of Trustees. Please find enclosed the resolution appointing \_\_\_\_\_ as President of \_\_\_\_\_ Community College subject to the approval of the Board of Trustees of the State University of New York. [His / Her] credentials are enclosed.

The College Board of Trustees respectfully requests that the Board of Trustees of the State University of New York approve this appointment.

Sincerely,

\_\_\_\_\_  
Chairperson, Board of Trustees

Enclosures

## Sample Employment Contract

THIS AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 200\_\_, between the Board of Trustees of \_\_\_\_\_ Community College, hereinafter referred to as the "Board" and \_\_\_\_\_, hereinafter referred to as the "President".

### 1. Term

The Board, in consideration of the promises herein contained hereby employs, and the President hereby accepts employment, as President of \_\_\_\_\_ Community College, for a term commencing on \_\_\_\_\_, and terminating \_\_\_\_\_.

### 2. Duties

The President is hereby employed as the chief executive officer of the College and shall do and perform all services or acts necessary or advisable to manage and conduct the business of the College, subject always to the policies set by the Board of Trustees.

The President shall be responsible for the development and recommendation to the Board of educational and administrative policies and the recruitment and employment of administrative personnel, faculty, and other employees of the College consistent with contract requirements and Board policies.

The President shall be responsible to the Board for all financial matters of the College including the development and recommendation of an annual budget.

The Chair of the Board shall be the individual to whom the President reports informally between Board meetings.

The President shall have the primary responsibility for execution of Board policy, whereas the Board shall retain the primary responsibility for formulating and adopting said policy; and the Board of Trustees individually and collectively will refer promptly all criticism, complaints and suggestions called to its attention to the College President for study and recommendations.

In addition to the foregoing duties, the President shall perform such other work as may be assigned commensurate with the duties and office of the President.

**3. Evaluation**

The President is subject to annual evaluation by the Board based on criteria and procedures jointly developed by the Board and the President.

**4. Salary**

Salary for the period \_\_\_\_\_ through \_\_\_\_\_ shall be prorated based upon an annual salary of \$ \_\_\_\_\_. Salary increases for subsequent periods under this contract shall be based upon the annual evaluation of performance.

**5. Retirement & Insurance Benefits**

The Board agrees to provide the President retirement benefits, disability insurance, health insurance, life insurance, and longevity salary increments in an annual fringe benefit package at least the equal of that provided to employees covered by contract between the Faculty Association and the College.

**6. Sick Leave and Vacation Leave**

Sick leave and vacation leave benefits shall be provided at least equivalent to that provided by the Faculty Association contract. For the sole purpose of calculating sick leave and vacation leave benefits, the President will be considered to have 10 years of prior service.

**7. Holidays**

The President shall be entitled to the equivalent of twelve holidays per year.

**8. College Vehicle**

A College vehicle shall be available for the business use of the President.

**9. Reimbursement for Expenses**

An appropriate amount shall be included in the annual budget to cover the expenses of the President related to the performance of his duties.

**10. Teaching**

The President may, with approval of the Board, teach appropriate coursework.

**11. Termination of Contract**

This contract shall be terminated under the following events and conditions:

- a) Upon death or incapacity of the President;
- b) Upon retirement;
- c) Upon voluntary termination by the President with not less than six (6) months written notice;
- d) By agreement of the parties;
- e) For just cause and with written notice. If the President is terminated for "just cause," the Board's obligation shall be limited to paying the President's salary to the date of termination.
- f) Without cause, but with payment by the Board to the President of all salary and benefits that would be payable to the President during the remainder of the contract term. Such payment may be made in lump sum or in semi-annual or monthly installments not to exceed the term of the contract.

**12. Disputes**

Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its National Rules for the Resolution of Employment Disputes. The arbitrator's fee shall be shared equally between the PRESIDENT and the BOARD. The PRESIDENT and the BOARD shall each be responsible for their respective attorney's fees. Any arbitration hearings held in connection with this matter shall be held in \_\_\_\_\_ County, New York.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first shown above.

\_\_\_\_\_  
President  
\_\_\_\_\_  
Community College

\_\_\_\_\_  
Chair  
\_\_\_\_\_  
Community College  
Board of Trustees

## **Section IX: BEST PRACTICES**

### **Stage 4: Ongoing Evaluation**

The best time to consider an on-going evaluation process for the president is at the time of hire. Since the college has developed its profile and identified the goals and opportunities, an evaluation process can be developed by the college board of trustees and given to the new president. There are many examples of evaluation processes so we have included 2 formats for you to consider.



## Sample Evaluation Format 1

### STATE UNIVERSITY PLAZA PERFORMANCE MANAGEMENT PROGRAM

**Name:**

**Supervisor's Name:**

**Title:**

**Supervisor's Title:**

**Department:**

**Evaluation Period:**

**Hire Date:**

**Length of Time in Current Position:**

The employee is an integral part of the State University Plaza Performance Management Program. Employees should be encouraged to simultaneously complete a self-evaluation. The supervisor and employee should have a preliminary meeting to discuss the employee's performance and development plan. The supervisor should integrate information from the preliminary meeting into a final document, and then schedule a formal meeting with the employee.

The State University Plaza Performance Management Program contains four sections:

- I. **Achievement of Competencies**-The first column of this section lists State University Plaza's core competencies and their measurable behaviors. In the second column, rate the employee's performance in each of the core competencies based on the following rating system.

**Exceeds Expected Level**- Performance consistently exceeds expectations of current position. Employee shows extraordinary initiative and teamwork.

**Effective and Competent**- Performance meets and sometimes exceeds expectations of current position. Employee shows initiative and requires minimal direction and guidance.

**Minimally Effective**- Performance is at a minimally acceptable level. Employee requires prompting, guidance or direction to take action. There is need for improvement in one or more areas of performance.

**Does Not Meet Expected Level**- Performance does not meet minimally acceptable standards. There is need for immediate and significant improvement.

- II. **Attainment of Goals and Objectives**-In this section, provide commentary regarding the attainment of specific goals and objectives, including strengths and areas of improvement, which were established for the evaluation period.
- III. **Performance Summary**- In this section, provide an overall performance rating for the evaluation period.
- IV. **Development Plan**-In this section, list specific goals and objectives for the upcoming year consistent with the organization's strategic plan. Include any developmental needs necessary to accomplish these goals and objectives. It is recommended that the employee and the manager meet regularly throughout the year to ensure these goals are being met.



## Achievement of Competencies

Core Competencies and Behaviors	Exceeds Expected Level	Effective and Competent	Minimally Effective	Does Not Meet Expected Level
> <b>Communication</b> - As demonstrated by: <ul style="list-style-type: none"> <li>• Actively listening and responding appropriately to others.</li> <li>• Expressing ideas clearly, persuasively, and effectively.</li> <li>• Soliciting ideas, information, and opinions from internal and external customers potentially impacted.</li> <li>• Ensuring that people get the information they need to do their job.</li> </ul>				
> <b>Customer Service</b> - As demonstrated by: <ul style="list-style-type: none"> <li>• Identifying and understanding the needs of internal and external customers.</li> <li>• Establishing partnerships and determining service priorities.</li> <li>• Delivering efficient and timely value-added services.</li> </ul>				
> <b>Integrity</b> - As demonstrated by: <ul style="list-style-type: none"> <li>• Honest, straightforward and open exchange of information, providing full disclosure of all relevant information.</li> <li>• The highest level of personal and professional ethics in meeting our stewardship and responsibilities.</li> <li>• The consistent application of standards and policies.</li> </ul>				
> <b>Respect</b> - As demonstrated by: <ul style="list-style-type: none"> <li>• Valuing and encouraging diversity in our workplace.</li> <li>• Recognizing each person as integral and essential to fulfilling our mission.</li> <li>• A commitment to developing each individual to their full potential.</li> <li>• Inspiring, mentoring and motivating others.</li> </ul>				
> <b>Professionalism</b> - As demonstrated by: <ul style="list-style-type: none"> <li>• Accountability, i.e., accepting responsibility for actions and tasks regardless of outcome.</li> <li>• Initiative to identify, analyze and resolve issues.</li> <li>• Making informed decisions that include the input of all areas potentially affected.</li> <li>• Communicating in a clear, composed, accurate and articulate manner.</li> <li>• Appropriate behavior in all business situations.</li> </ul>				
> <b>Quality</b> - As demonstrated by: <ul style="list-style-type: none"> <li>• The pursuit of excellence in all day-to-day activities.</li> <li>• Understanding and adhering to agreed upon standards, procedures and practices.</li> <li>• Providing a high level of service to our internal and external customers.</li> <li>• Evaluating and proactively improving processes and results.</li> </ul>				

## II. Attainment of Goals and Objectives

In this section, provide commentary regarding the attainment of specific goals and objectives, including strengths and areas of improvement, which were established for the evaluation period.

Accomplishments:

1.

2.

3.

4.

Strengths:

Areas of Improvement:

## III. Performance Summary

In this section, provide an overall performance rating for the evaluation period.

Check One:

- Exceeds Expected Level**-Performance consistently exceeds expectations of current position. Employee shows extraordinary initiative and teamwork.
- Effective and Competent**-Performance meets and sometimes exceeds expectations of current position. Employee shows initiative and requires minimal direction and guidance.
- Minimally Effective**-Performance is at a minimally acceptable level. Employee requires prompting, guidance or direction to take action. There is need for improvement in one or more areas of performance.
- Does Not Meet Expected Level**-Performance does not meet minimally acceptable standards. There is need for immediate and significant improvement.

Comments:

#### IV. Next Year's Development Plan

In this section, list specific goals and objectives for the upcoming year consistent with the organization's strategic plan. Include any developmental needs necessary to accomplish these goals and objectives. It is recommended that the employee and the manager meet regularly throughout the year to ensure these goals are being met.

1.

2.

3.

#### Signatures

The document needs to be signed by the supervisor and approved by the division's senior officer before final discussion with the employee.

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Senior Officer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

Sample Evaluation Format 2

**ANNUAL PERFORMANCE EVALUATION**

**I. Performance Expectations and Summaries**

List in order of priority. The principal performance expectations the incumbent planned to accomplish during the year. Summarize what was achieved using proposed measurement devices.

(\* Start your answer in the box (table) following the asterisk.)

*	<b>Performance Expectation #1</b>	*	<b>Measurement</b>	*	<b>Summary</b>
*	<b>Performance Expectation #2</b>	*	<b>Measurement</b>	*	<b>Summary</b>
*	*	*	*	*	*

**II. Knowledge and Skills Summary**

**A. Job Knowledge**

Assess the depth and breadth of knowledge you have acquired and applied in the performance of your assignment. Consider how aggressively you seek pertinent new information and share your knowledge with others.

Strengths: \*

Opportunities for Improvement: \*

**B. Customer Satisfaction**

Assess your knowledge of customer's needs, listing your major customer groups. Do you take a proactive stance in exceeding customer needs?

Strengths: \*

Opportunities for Improvement: \*

C. People Management and Relationships:

Assess your effectiveness in influencing, mentoring and coaching. Do you establish and communicate performance expectations and accountabilities to those who report to you? Do you show respect for, listen to and involve others in making decisions? Do you resolve conflict constructively? Are you an effective team player and supportive of team decisions? Do you effectively help subordinates grow and develop in their jobs and careers? Do you work collaboratively with others?

Strengths: \*

Opportunities for Improvement: \*

D. Leadership:

Assess your ability to provide effective leadership in your department or unit. Do you articulate a clear sense of purpose and direction? Do you challenge the status quo and pursue continuous improvement in everything you do? Do you inspire and motivate others? Are accomplishments of unit members recognized and celebrated? Do you demand the best from yourself and others? Are you able to make tough decisions? Are decisions made in a timely manner?

Strengths: \*

Opportunities for Improvement: \*

E. Planning and Operations Management:

Assess your ability to manage the business aspects of your unit. Do you develop and implement goals, strategies and work plans to achieve college goals? Do you manage resources in an effective and timely manner, including fiscal, people, facilities, equipment, and other resources? Have you established systems which continuously assess the environment and provide information for decision making? Are decisions based on this information? Are standards made clear? Are clear priorities established and met?

Strengths: \*

Opportunities for Improvement: \*

- F. Creativity, Continuous Improvement and Management of Change:  
Assess your willingness to seek out, analyze, develop, apply, and transfer new ideas and concepts. Do you look beyond the status quo for solutions to problems? Do you understand the need for change and foster change? Do you initiate or adjust activities as needed in response to or in anticipation of new facts and/or demands for programs and services? Do you encourage others to be open to the application of new processes and new technologies?

Strengths: \*

Opportunities for Improvement: \*

**III. Summary of Performance:**

\*

**EXHIBIT C**

**Nassau Community College**

**Presidential Search Process Timeline**

**PHASE 1 – NEEDS ASSESSMENT & MARKETING**

Week of August 22 <sup>nd</sup>	Search consultants meet with the college liaison to discuss the final timeline, search process details, the make-up and role of the search committee and to identify constituent groups for open forums for the pre-search study.
Week of September 12 <sup>th</sup>	Search consultants conduct pre-search study in person which includes meeting with the Board of Trustees, and constituent groups from the College community and administers an online survey to capture additional feedback
Week of September 12 <sup>th</sup>	First meeting of the Presidential Search Advisory Committee to cover orientation and charge, search process, bias training, etc. Coordinate with SUNY for the charge from the Chancellor to the Search Committee
Week of September 19 <sup>th</sup>	Search consultant collaborates with the college's public relations staff and prepares text for the executive search profile and college presidential website.
Week of September 26 <sup>th</sup>	Search consultant submits executive search profile text to Board of Trustees for review and comment; revises as needed.
Week of October 10 <sup>th</sup>	Search consultant presents final full-color executive search profile to Trustees and search liaison for review and final approval
Week of October 17 <sup>th</sup>	Profile is posted to <a href="http://www.rhperry.com">www.rhperry.com</a> and <a href="#">NCC website</a> ; advertising is placed online; search consultant executes recruitment strategy, including nominations and diversity outreach

**PHASE 2 – RECRUITMENT STRATEGY & CANDIDATE MANAGEMENT**

October 17 <sup>th</sup> – December 2 <sup>nd</sup>	Search consultant recruits qualified candidates; uploads candidate files to Client Resource Center (CRC); files of candidates who do not meet minimum qualifications, based on search team's screening, are located in C folder (committee members may view). Search consultants review and rate candidate pool, selecting 20-25 A candidates Application due date is December 2.
December 2 <sup>nd</sup>	Search committee receives access to CRC.
December 2 <sup>nd</sup> – 11 <sup>th</sup>	Search committee members review A candidate application materials and evaluate each as A, B, or C (this is completed individually) Evaluations are due December 9 <sup>th</sup>

**PHASE 3 – SELECTION & EVALUATION**

December 11 <sup>th</sup> - December 23 <sup>rd</sup>	Search consultant performs preliminary due diligence on top candidates (based on search committee's evaluations); candidate files are updated (candidate video interview and reference audio interview) on CRC for search committee members to review in preparation for meeting to select semifinals
Week of January 16 <sup>th</sup> (3 hours)	Search committee meets to select semi-finalist candidates to interview
Week of February 6 <sup>th</sup> (reserve 2 full days)	Search committee conducts semi-finalist interviews and recommends 3-5 unranked finalists to Board of Trustees (may include candidates' strengths and areas of concern)

<b>PHASE 4 – DUE DILIGENCE &amp; CAMPUS INTERVIEWS</b>	
February 10 <sup>th</sup> - February 24 <sup>th</sup>	Search consultant conducts intensive finalist due diligence; finalist files are updated on CRC
Week of February 27 <sup>th</sup>	Finalists interview with Board of Trustees and meet with members of the College community
<b>PHASE 5 – APPOINTMENT &amp; CLOSURE</b>	
March 6 <sup>th</sup>	Board of Trustees votes on finalists during March BOT meeting; selects top finalist and makes offer. Chairman forwards name to SUNY.
Target date: March 2023	SUNY Chancellor and senior leaders interview Board selected finalist SUNY Board of Trustees subgroup interviews finalist
Target date: April 2023	SUNY Chancellor presents Board selected finalist to SUNY Board of Trustees for formal action
July 2023	The new president assumes office



## Appendix EE

### Equal Employment Opportunities For Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to

expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no

charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

APPENDIX L

CERTIFICATE OF COMPLIANCE

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Paul G. Doeg (Name)

206 East Chestnut Street, suite C, Asheville, NC 28801 (Address)

(828) 785-1394 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor.
3. In the past five years, Contractor \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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APPENDIX L (CONTINUED)

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.


I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

August 12, 2022  
Date

  
\_\_\_\_\_  
Signature of Chief Executive Officer

Paul G. Doeg  
Name of Chief Executive Officer

Sworn to before me this 8/12/22 by Paul G. Doeg

 MA Bahli  
Notary Public

My Commission expires 11/19/24



\_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**Notary Public**