



## SUNY SULLIVAN

### **AGENDA – BOARD OF TRUSTEES MEETING**

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**SUNY Sullivan**

**Thursday, January 20, 2022 3:30pm**

**Via Video Conference**

1. Call to Order
2. **Consent Agenda:**
  - **Approval of November 18, 2021 Minutes**
  - **Approval of 22/23 Academic Calendar**
  - **Approval of Resolution #499-22 Approval of Health Insurance Waiting Period**
  - **Approval of Resolution #500-22 Facilities and Rentals Fee Schedule**
  - **Approval of Co-working Space Agreement**
3. Community/Public Feedback

*At any regular meeting of the Board, a member of the public shall be permitted to speak on any issue before the Board for a period not to exceed 2 minutes except if the Chair allots more time. Please email [mcaycho@sunysullivan.edu](mailto:mcaycho@sunysullivan.edu) to register to speak.*
4. Faculty Council Representative to the Board Report
5. Chairman's Report
6. Trustee's Reports
  - Finance Committee Report
  - Infrastructure and Technology Management Report
  - Community Partnerships and Development Report
  - Academic and Workforce Development Report
  - Student Experience and Student Engagement
7. President's Report to the Board
8. Feedback to the President
9. Faculty Presentation: Institutional Learning Outcomes and Assessment Schedule, Dr. Allen Kotun
10. Executive Session

*Executive sessions are held for purposes of discussing proposed or pending current litigation, the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.*
11. Adjournment

**MINUTES  
MEETING OF THE SULLIVAN COUNTY COMMUNITY COLLEGE  
BOARD OF TRUSTEES  
Via Video Conference  
November 18, 2021**

**TUSTEES PRESENT:** N.Hackett, Chair, T. Hamlin, Vice Chair, P. Guenther, Treasurer (via phone), P.Adams, Board Secretary, L. Holmes, A. Kane, P. Coombe, S. Jaffe, S. Drobysh, N. Connal, Student Trustee

**ALSO PRESENT:** J. Quaintance, L. Weill, C. DePew, E. Davis, S. Greeno, R. Hanofee

This meeting was held via video conference. N. Hackett, Chair, called the meeting to order at 3:32pm with the pledge of allegiance.

P. Adams joined the meeting at 3:33pm.

**ACTION ITEMS:**

A consent agenda was presented to the Board and included approval of the following items,

- **Approval of September 30, 2021 Minutes**
- **Approval of Resolution #496-21 Intention to Change the Title of Positions Already Classified in the Unclassified Professional Service**
- **Approval of Resolution #497-21 Intention to Place Positions in the Unclassified Professional Service**
- **Approval of Resolution #498-21 Approval to Accept a Donation of Medical Equipment**

**RESOLUTION #496-21**

**RE: INTENTION TO CHANGE THE TITLE OF  
POSITIONS ALREADY CLASSIFIED IN THE  
UNCLASSIFIED PROFESSIONAL SERVICE**

**WHEREAS**, the following positions have already been classified in the professional service and approved by the Board of Trustees of Sullivan County Community College and the State University of New York; and

**WHEREAS**, the President of Sullivan County Community College has requested that the Board of Trustees of Sullivan County Community College approve the change of title for the attached job descriptions for the following positions; and

**WHEREAS**, the President has recommended the change of title for these positions in the unclassified Professional Service as defined in Section 6306 of the Education Law in accordance with Section 35 of the Civil Service Law;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Sullivan County Community College hereby states its intention to change the titles of the following positions:

Old Title New Title

Academic & Personal Success Advocate Retention Coordinator

Recruiter Enrollment Specialist

Director of Institutional Computing Director of Institutional Technology

**BE IT FURTHER RESOLVED** that a certified copy of this resolution and the job descriptions for these positions be forwarded to the Chancellor of the State University of New York for the purpose of requesting approval of the title change for this position.

**RESOLUTION #497-21**

**RE: INTENTION TO PLACE POSITIONS IN THE  
UNCLASSIFIED PROFESSIONAL SERVICE**

**WHEREAS:** Sullivan County Community College has recently created updated job titles and job descriptions to align with the mission and goals of the college; and

**WHEREAS:** the President has presented the Board of Trustees of Sullivan County Community College with a job description for the positions of Associate Dean for Student Engagement, Dean of Communications and Admissions, Counselor- ADA, Director of Executive Operations and Administrative Associate to the Board of Trustees, Technical Assistant Library Support Staff, Assistant Director of Communications, Human Resources Specialist, Dean of Student Success and Workforce Development, College Affiliate Accountant, Administrative Associate for Communications, Coordinator of Tutorial and Student Success Services, Part Time Fieldhouse Operations Assistant, Coordinator of E-Sports and Administrative Associate for the Dean of Liberal Arts, Sciences, and Health Sciences; and

**WHEREAS:** the President has recommended the placement of these positions in the unclassified Professional Service as defined in Section 6306 of the Education Law in accordance with Section 35 of the Civil Service Law; and

**BE IT FURTHER RESOLVED** that a certified copy of this resolution and the job descriptions for these positions be forwarded to the Chancellor of the State University of New York for the purpose of requesting approval of these new positions.

**Resolution #498-21**

**RE: APPROVAL TO ACCEPT A DONATION OF  
MEDICAL EQUIPMENT**

**WHEREAS:** the Board of Trustees at Sullivan County Community College has the authority and responsibility for adopting policies and approving curricula for Sullivan County Community College; and

**WHEREAS:** the Division of Health Sciences offers a Nursing Program; and

**WHEREAS:** Dr. Paul Salzberg of Callicoon, New York, would like to donate the following medical office equipment to SUNY Sullivan to be used by students in the Nursing program,

- Exam Table by United Metal Fabricators valued at \$1,600.00
- Two Midmark Power Exam Chair valued at \$700.00- \$800.00 each

**WHEREAS:** the College received photos and videos of the equipment that can be used in the Nursing Labs; and

**WHEREAS:** Dean of Liberal Arts, Sciences and Health Sciences, Rose Hanofee, acknowledges that this equipment will be a valuable asset to the program and its students;

**NOW, THEREFORE, BE IT RESOLVED:** that the Board of Trustees of Sullivan County Community College accepts the donation medical equipment and extends its gratitude to Dr. Salzberg.

**Motion by S. Drobysh to accept and approve the consent agenda as presented, seconded by T. Hamlin and passed.**

**Vote:**

Patricia Adams	yes	Theresa Hamlin	yes
Phyllis Coombe	yes	Lyman Holmes	Yes
Steven Drobysh	yes	Susan Jaffe	yes
Paul Guenther	yes	Anthony Kane	yes
Nancy Hackett	yes		

### **COMMUNITY AND PUBLIC FEEDBACK**

There was no public comment.

### **FACULTY COUNCIL REPRESENTATIVE TO THE BOARD REPORT**

- Anne Ruszkiewicz
  - Reported
    - Faculty Council approved changes proposed by the Curriculum Committee to the Computer Program. These changes bring the program in line with the field and makes the skills learned more current. They also approved a course modification for Principals of Biology.
    - Discussion of the Academic Calendar is on the next agenda. The proposed calendar has a post labor day start.
    - FC is working to update the Bylaws of FC to bring them up to date and include the current structure of the college.
    - FC will work to align the goals for the year with the strategic goals of the college. There is discussion surrounding bringing back Freshman Seminar.

### **CHAIRMAN'S REPORT**

Dr. Hackett, Chair, reported:

- Attended sessions of the ACCT Conference in San Diego and spent time with Trustees from Community Colleges across the country.
- Many colleges are having the same enrollment issues and working to identify what programs will be relevant for the current workforce.
- The session regarding the Administrative Associate, Board and College President was

### **TRUSTEE REPORTS:**

- Infrastructure and Technology Management Report
  - P. Adams, asked President Quaintance to give the report. He reported,
    - The phone system is being upgraded to a voice over internet phone.
    - Work with Jenzabar continues so we can better utilize tools, increase functionality and eliminate third party vendors.
    - HR is working on rolling out Time Cards for all employees through Jenzabar which will eliminate manual work and allow employees to track their benefit time in real time.
    - Energy Project work continues, a schedule has been provided that list updates and locations.

- Finance Committee Report
  - P. Guenther reported,
    - The Committee met on Tuesday and reviewed the Financial Statements.
    - Enrollment is down from what was budgeted. We are down in AAFTE not headcount.
    - Hudson Link
    - Annual audit is ongoing and on track to be presented to the board in January.
  
- Community Partnerships and Development
  - E. Davis reported,
    - Community Learning Classes offered with community partners continues
    - 20/21 Annual Report was sent to SUNY and will be used for fundraising
    - Communications is working on a magazine about the college that includes campus stories and the good work the college is doing.

J. Kane stated that there has been great coverage in the Democrat about the college.

L. Holmes shared that he attended the ribbon cutting ceremony for the Food Pantry and was very impressed by the new pantry.
  
- Academic and Workforce Development
  - T. Hamlin reported,
    - Dr. Wrage conducted a gap analysis with key stakeholders in the community to determine the needs and priorities in the county. She is currently working with Roberta Byron- Lockwood on a Workforce Development Grant.
    - Working with the Visitors Association, Roberta Byron- Lockwood, on micro-credentialing and badging for key skill development areas.
    - Carpenters Union on a cert program that will lead to an AAS degree
    - BOCES construction trade program on an ALS program.
    - Veterans program and Helmet to Hardhat Program to establish into a credentialing program.
    - Chef Bel and Dr. Wrage are working on developing an internship program with Resorts World Catskills.
    - Working with Arkadium to work on a computer program.
    - R. Hanofee is working on marketing the programs and issue life credits for previous learning where appropriate.

Dr. Weil stated that additional work includes developing a process for applying for grants. A committee will be formed that includes the VP of Academic and Student Affairs, Dr. Wrage and the CFO. Additional committee members will join depending on what the grant is for.

J. Quaintance stated that the relationship with the Carpenter's Union regionally is that it is an innovative way of attaching an associate's level program to their program and the union's Foundation will cover the tuition for students enrolled in this co-program. Hands on instruction at the training center in Orange County and classroom instruction through SUNY Sullivan. Once both are completed they can move out of the apprenticeship program and into the journeyman program and also have an Associate's Degree. This degree would be transferable into a Bachelor's Degree Program. Rose is working on an articulation agreement with Alfred State College.

J. Quaintance also stated that outside entities have reached out inquiring about starting additional programs such as a medicinal marijuana program and sustainable fashion.

- Student Experience and Student Engagement:
  - Penny Coombe reported,
    - The committee met and discussed the upcoming goals related to the new strategic plan.
    - C. DePew shared that we exploring bringing in some new sports and what the cost.
    - Food Pantry has been expanded and students have been utilizing it.
    - Looking into what Grants might be available to expand programming.
    - Jen will investigate the Title 3 Grant and Daycare
    - D. Waller- Frederick is looking into students holiday needs and how we can support them.

N. Connal, Student Trustee updated the Board on efforts she's been involved with across campus. The Food Pantry and the SGA is planning to create Thanksgiving Baskets for students in need. Encouraging students to attend student activities. SGA had their first meeting Wednesday night and then went to the Residence Hall to introduce themselves to students.

#### **Presidents Report:**

- Jay Quaintance, President
  - Reported
    - Men's and Women's basketball has returned to play
    - All students will be fully vaccinated before they can return to campus for the Spring.
    - Pool testing continues for students and employees.
    - Public Health Fellowship program with the County Health office is in the works and hope to be up and running January.
    - The search for Controller and Vice President for Academic and Student Affairs. Two candidates for the VP position will be coming to campus for the next round of interviews.
    - Thank you to SGA and Student Activities for finding opportunities to support our students through the holidays.

#### **FEEDBACK TO THE PRESIDENT:**

There was no feedback.

#### **EXECUTIVE SESSION**

**Motion by P. Coombe to enter into executive session to discuss ongoing litigation at 4:31pm, seconded by S. Drobysh and passed.**

Vote:	Patricia Adams	yes	Theresa Hamlin	yes
	Phyllis Coombe	yes	Lyman Holmes	yes
	Steven Drobysh	yes	Susan Jaffe	yes
	Paul Guenther	yes	Anthony Kane	yes
	Nancy Hackett	yes	Nichole Connal	yes

**Motion by T. Hamlin to resume regular session at 4:53pm, seconded by S. Jaffe and passed.**

Vote:	Patricia Adams	yes	Theresa Hamlin	yes
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Phyllis Coombe	yes	Lyman Holmes	yes
Steven Drobysh	absent	Susan Jaffe	yes
Paul Guenther	yes	Anthony Kane	yes
Nancy Hackett	yes	Nichole Connal	yes

A. Kane proposed a “Meet the Trustee” event where students would be able to ask Trustees about their background. The group agreed it is a good idea and should be planned for the Spring semester.

#### **ADJOURNMENT**

**Motion by S. Drobysh to adjourn the meeting at 4:55pm, seconded by P. Coombe and passed.**

Vote:	Patricia Adams	yes	Theresa Hamlin	yes
	Phyllis Coombe	yes	Lyman Holmes	yes
	Steven Drobysh	absent	Susan Jaffe	yes
	Paul Guenther	yes	Anthony Kane	yes
	Nancy Hackett	yes	Nichole Connal	yes

Respectfully submitted,

P. Adams

Secretary to the Sullivan County Community College Board Trustees

Recorded by M. Caycho

# 2022 -2023 ~ Academic Calendar

	<b>Fall 2022</b>	<b>Spring 2023</b>
Residence hall move-in - New Students	Tuesday Sept 6	Saturday Jan 21
Residence hall move-in - Returning Students	Tuesday Sept 6	Sunday Jan 22
Last day to submit immunization records	Wednesday Sept 7	Monday Jan 23
Professional Development Days	Thursday Sept 1	Thursday January 19

<b>Culinary Modules for Fall 2022</b>					
Module #-Name	Begin Date	End Date	Days	Last day Withdraw	Final Grades Due
<b>1</b> Seated	Wednesday Sept 7	Monday October 3			
<b>2</b> Seated	Wednesday October 5	Monday October 31			
<b>3</b> Seated	Wednesday November 2	Wednesday November 30			

<b>Semester Begins</b>	<b>Wednesday Sept 7</b>	<b>Monday Jan 23</b>
Last day to ADD a course or switch sections	Tuesday September 13	Friday January 27
Last day to DROP a course	<b>Tuesday September 27</b>	<b>Friday February 10</b>
Third week attendance report due	Thursday September 29	Monday February 13
Fifth week attendance report due	Thursday October 13	Monday February 27
Midterm progress/grade reports	Friday October 28	Wednesday March 15
Registration for students with 30+ credits opens	Monday October 24	Monday March 27
Last Day to WITHDRAW and receive a "W"	<b>Tuesday November 15</b>	<b>Friday April 7</b>
Registration opens to all students	Monday October 31	Monday April 3
Last Day of Classes	Friday December 16	Friday May 5
Reading/Make up Day(s)	N/A	Mon + Tues May 8 + 9
Final Exam Week	December 19-21	May 10-12
Final grades due in Registrar's Office	Friday December 23	Monday May 15
<b>Semester Ends</b>	<b>Wednesday Dec 21</b>	<b>Friday May 12</b>

<b>Winter</b>					
Module #-Name	Begin Date	End Date	Days	Last day Withdraw	Final Grades Due
<b>1</b> Online	Friday Dec 23	Wednesday Jan 18	N/A	Monday Jan 9	Thursday Jan 19
<b>2</b> Seated	Wednesday Jan 4	Wednesday Jan 18	MTWRF	Wednesday Jan 11	Thursday Jan 19

**Winter Holidays: Jan 1, Jan 16**

<b>Summer</b>					
Module #-Name	Begin Date	End Date	Days	Last day Withdraw	Final Grades Due
<b>1</b> Seated	Monday May 22	Monday July 3	MTWR		
<b>2</b> Seated	Monday July 10	Wednesday August 16	MTWR		
<b>3</b> Online	Monday May 22	Wednesday August 16	Online		

**Summer Holidays: May 29, June 19, July 4**

<b>Other Important Dates</b>		
Commencement Ceremony	N/A	Saturday May 13
Student Holidays – No classes, offices open	November 23	March 13-16
College Holidays – No classes, offices closed	November 24+25	March 17
Residence Halls Closed (except with prior approval)	November 22 December 21	March 10 May 12

Approved Academic Council –

Approved by Faculty Council—11/23/21

Approved by Executive Committee—12/7/21

Approved BOT -



Sullivan County Community College  
Board of Trustees  
112 College Road  
Loch Sheldrake, NY 12759-5723  
Tel: 845-434-5750 ext. 4261

**Resolution #499-22**

**RE: APPROVAL TO IMPLEMENT AN  
INSURANCE ELIGIBILITY WAITING PERIOD**

**WHEREAS:** the Board of Trustees at Sullivan County Community College has the authority and responsibility for adopting policies related to the eligibility of health insurance for employees; and

**WHEREAS:** the Board of Trustees at Sullivan County Community College desires to amend the current policy regarding eligibility for health insurance for newly hired employees; and

**WHEREAS:** the current college sponsored health insurance plan is NYSHIP, which requires board approval to make changes to the eligibility of new hires; and

**WHEREAS:** due to the continued increase in the cost of insurance premiums, the Board of Trustees would like to implement a 90 day waiting period for new hires which will be effective 60 days after the approval of this resolution or March 21, 2022; and

**WHEREAS:** approval of this waiting period will reduce the additional cost incurred to SUNY Sullivan and not impact current enrollees;

**NOW, THEREFORE, BE IT RESOLVED:** that the Board of Trustees of Sullivan County Community College approves the implementation of a 90 day waiting period for eligibility in the college sponsored health insurance plan which is currently, NYSHIP.

**BE IT FURTHER RESOLVED:** that a certified copy of this resolution will be sent to the Employee Benefits Division at the Department of Civil Service.

Certified as a true copy of the Resolution adopted by the  
Sullivan County Community College Board of Trustees  
at its meeting held on January 20, 2022.

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Patricia Adams  
Secretary to the Board of Trustees of  
Sullivan County Community College



**Sullivan County Community College**  
**Board of Trustees**  
112 College Road  
Loch Sheldrake, NY 12759-5723  
Tel: 845-434-5750 ext. 4261

**RESOLUTION #500-22**

**RE: ADOPTION OF A FEE SCHEDULE FOR THE  
USE OF COLLEGE FACILITIES FOR FISCAL  
YEAR 2022-2023**

**WHEREAS:** the Administration of the College has formulated a fee schedule for the Use of College Facilities for Fiscal Year 2022- 2023 in conformance with the financial plan developed by the College; and

**WHEREAS:** the Board of Trustees must approve a fee schedule for the Use of College Facilities for Fiscal Year 2022- 2023

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Sullivan County Community College that the fee schedule for the Use of College Facilities for Fiscal Year 2022- 2023 a copy of which is attached hereto and made a part hereof, is hereby approved,.

Certified as a true copy of the Resolution adopted by the  
Sullivan County Community College Board of Trustees  
at its meeting held on January 20, 2022.

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Patricia Adams  
Secretary to the Board of Trustees of  
Sullivan County Community College

## Proposed Use of Facilities Fees for 2022-2023

Please note, prices do not include direct cost for college staff or special setups.

	Non Profit	For Profit
Classrooms	\$50 per hour	\$60 per hour
Computer lab facilities, including DL rooms	\$75 per hour	\$95 per hour
Grossinger Dining Room	\$75 per hour	\$90per hour
Seelig Theatre	\$100 per hour	\$110 per hour
Paul Gerry Field House	\$150 per hour	\$200 per hour
College Grounds including Parking Lots	\$50 per hour	\$60 per hour
Outdoor athletic facilities, including baseball field	\$75 per hour	\$95 per hour
*All events require cleaning during and after an event. (Minimum 1/2 hr required Per cleaner	\$45 per hour	\$45 per hour
*Security Guards (college staff are extra) Per guard	\$45 per hour	\$45 per hour

\*Services will be billed as a separate cost

Additional services available upon request for an additional fee.

## **Sullivan County Community College Policy for the Use of College Facilities**

Sullivan County Community College (SCCC) will make available for occasional use its facilities to off-campus organizations and agencies for educational, cultural, social, civic and recreational purposes. The number of participants may be limited for personnel safety and academic schedules.

The College reserves the right to accept or reject any request for use of facilities and to impose additional requirements other than those named below after reviewing the request of the organization.

In the event of a dispute or controversy regarding the meaning, intent or interpretation of anything herein contained, the judgment of the college concerning such disputes shall be final.

### **Definitions**

SCCC and affiliate groups are those divisions, departments, offices and agencies of the college, as well as organizations and groups that are funded by the college and/or listed in the college catalog (i.e. SCCC FSA, SCCC Foundation and SCCC Dormitory Corporation) and SCCC collective bargaining units.

A SCCC activity is any event, meeting, conference or activity which is conducted under the auspice of SCCC or an SCCC affiliate group in which a substantial portion of the cost or in kind services of the event is borne by the college or its affiliate groups.

Non-affiliate groups are all other organizations that wish to use SCCC facilities for any event, meeting, conference, activity, show, fair or festival not considered an SCCC activity

### **Availability of Facilities**

All spaces are scheduled through the Campus Events office. A request for use of college facilities must be made in writing on the required form, SCCC FACILITIES RESERVATION REQUEST. VERBAL REQUESTS WILL NOT BE CONSIDERED. Written requests must be made at least two (2) weeks prior to event date. For those facilities which are proprietary to a particular college department, Campus Events must seek approval from the appropriate department Chair or Department Head prior to any scheduling taking place.

Permission to use SCCC facilities is subject to cancellation by the college at anytime for its anticipated operational or physical needs. In such cases, the college will make every effort to offer an alternate date or location on the college campus. If other facilities or dates are not acceptable, the college will not be held responsible for any cost incurred by the user.

Permission to use college facilities when granted is provisional in nature, contingent upon receipt by the Campus Events office of all requested forms and documentation. In the event that the group does not furnish the college the necessary payment, insurance certificate, releases or other requested material by the specified time (which is two (2) weeks before the event unless

otherwise noted), the college reserves the right to withdraw the provisional permission to use the facilities. The non-affiliate group will hold the college harmless from any action arising out of such cancellation by the college.

Final permission to use college facilities is always given in writing. No applicant should make any commitments, release any advertising or take any action committing use of college property until such official written permission is received.

Only those facilities for which permission has been granted are to be used. Permission to use college facilities includes the right to use the approved rooms, restrooms and specified entrances and exits. All other areas are excluded.

The sponsoring organization shall abide by and act in accordance with all state, county and local laws and ordinances.

#### **Program Content**

The content of the program to be presented must be described in detail on the facilities reservation form. The program presented must then be as stated. Deviation from the description as shown on the facilities reservation form is not permitted and may be cause for cancellation.

#### **Food Service**

If the event will require food service, the non-affiliate group representative must contact the campus food service company, American Dining Creations, at 845 434-5750, x 4301 at least 10 days prior to the event and sooner if food is a priority for your event.

#### **Insurance**

The non-affiliate group shall indemnify and hold harmless the College, the County of Sullivan and the State of New York and their respective officers, employees and agents, from any loss, damage, liability, costs and/or expenses that may arise during or be caused in any way by use of college facilities by non-affiliate groups. Organizations must agree to indemnify and hold harmless the College, the County of Sullivan and the State of New York against all liability and contractual claims, losses or expenses arising from scheduling or use of facility. An unaltered certificate of insurance is required with Sullivan County Community College, the County of Sullivan and the State of New York named as additional insured in the Description of Operations area. This certificate MUST be submitted for approval seven (7) days prior to event.

1. For events in facilities that hold 275 or less participants (including the public) - \$500,000 combined single limits.
2. For events in facilities that hold more than 275 participants (including the public)- \$1,500,000 combined single limits (This applies to Paul Gerry Fieldhouse and certain outdoor events)
3. For use of the mobile stage - \$1,000,000 combined single limits

The college reserves the right to consider unusual requests individually and to establish insurance requirements, which it feels, are appropriate and necessary.

**Personnel**

Application to use facilities automatically presumes a request by the applicant for assignment of appropriate SCCC personnel, including security and custodial personnel. The college shall determine the number and category of SCCC personnel to be assigned to a function. The sponsoring organization may not designate individuals to operate college equipment or facilities where the college determines that a level of skill is needed to perform a specific function. The written permission to use college facilities will set forth the categories of college personnel to be assigned to the function and charged to the organization using the facility.

Custodial services include opening and closing the facilities and normal clean-up. Custodians will not be required to help load or unload non-college equipment. Organizations are responsible for all overtime charges incurred during their use of college facilities. This may include, but is not limited to, wage adjustment, custodial, maintenance and security services. A deposit for services may be required at the time the reservation is confirmed.

Depending upon the nature of the event, other college personnel may be necessary. It is the responsibility of the requestor to identify needs that may require such additional personnel (e.g., technicians to set up and/or operate computer equipment, sound equipment or projectors, electrician to make special power hook-ups, theater manager for theatrical events). Such additional personnel will be provided by the college and charged to the non-affiliate group. Should the Agency request personnel not readily available through the college, it shall be the responsibility of the agency to contact and pay for these individuals. The College will make every attempt to respond to such requests in a timely manner to allow the agency as much time as possible to make their contacts.

**Equipment and Supplies**

Use of decorations, scenery, exhibits, banners and/or posters, bleachers, platforms and any other equipment must receive prior approval from the Campus Events office. No scenery, decorations, combustible materials, animals and/or materials of an unusual nature may be brought into a college building or onto the college grounds without approval. As with the personnel requests (see above), equipment provided by the college must be items readily available. Other requested items not so available are the responsibility of the agency.



# SUNY SULLIVAN

## Co-Working Space Agreement and Terms of Use

### 1. Work Space and Services.

a. Subject to these Terms of Use, including any attached exhibits or schedules (collectively, the “TOU”), Sullivan County Community College grants to you a non-exclusive, limited license to use and occupy certain space within the building at 112 College Road, Loch Sheldrake, NY (The Building”).

b. You are entitled to use and occupy one desk space in one of the co- working rooms in the Lower J Building, all as designated by Sullivan County Community College from day to day (the “Work Space”). If you have chosen the Resident Desk level of Services, then you will have the exclusive use of your desk and additional options found in Exhibit A. With other levels of service, desks are designated by Sullivan County Community College on a first-come, first-served basis. You acknowledge that this TOU is not a rental agreement and that it does not confer upon you any property interest in the Work Space.

c. You are also entitled to those services (the “Services”) set forth in Exhibit A based upon the Services level you have selected.

d. The Building is open Monday- Friday during the school year and Monday- Thursday in the summer and except on those holidays that are listed on the Holiday Schedule, a copy of which is attached.

e. You agree to abide by all security measures, and COVID 19 protocols, described in this TOU or announced by Sullivan County Community College from time to time. At no time should security locks be bypassed or left in an open position. External doors should never be propped open while unattended.

f. You agree to keep your Work Space neat and clean and to clean up after yourself if you use common areas of the Building.

### 2. Payment for Services

a. Payment for Day Pass and Five Day Pass Services are to be paid in full in advance.

b. Payment for Full Time Desk and Full Time Resident Desk (“Monthly Work

Space”) are payable on a calendar monthly basis. Payment for the first month must be made not later than seven (7) days prior to the commencement of the first month. Payment for each subsequent month must be made at least five (5) days prior to the month to which the payment applies.

c. Monthly Work Spaces may not be terminated prior to the last day of the calendar month. Fees for the month will not be prorated in the event you abandon or attempt to terminate the Work Space prior to the end of the calendar month.

d. In the event that Sullivan County Community College incurs a charge for checks returned for insufficient funds, or for other failure of a method of payment chosen by you, then you agree to reimburse Sullivan County Community College on demand for such charge plus an administrative fee of \$50 per incident.

e. Sullivan County Community College will invoice you for payment. Check or Credit cards are accepted.

### **3. Interruptions.**

Sullivan County Community College may occasionally request that you move from your current workstation to another location so that Sullivan County Community College may accommodate another licensee or an activity, or to perform inspections, installations, maintenance, repairs, and the like. Sullivan County Community College will use reasonable efforts to give you prior notice of such moves where reasonably possible.

### **4. Force Majeure**

Sullivan County Community College shall have no liability to you for the unavailability of Work Spaces or for disruptions of Services due to any causes not within the reasonable control of Sullivan County Community College including, without limitation, acts of God, fire, flood, earthquake, explosion, accident, weather, environmental contamination, strikes, lockouts, work stoppage, labor disputes, failure of utilities, criminal acts, act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder, public health emergencies, acts of government, its agencies or officers, or any other cause.

### **5. Prohibited Activities.**

You agree not to engage in any of the prohibited activities listed below. Engaging in any such prohibited activities may result in the termination of your license to use and occupy your Work Space, and to enter the Building, and may also subject you to legal action for monetary damages and/or injunctive relief.

a. Engage in any illegal activity in or around the Building including, but not limited to drug use, illegal online activity, downloading or using trademarked or copyrighted material without permission, identity theft, defaming or harassing others,.

b. Engage in any activity that in Sullivan County Community College’s sole discretion, does, or is likely to, damage, deface or impair the functioning of the Building including, but not limited to, overburdening or impairing any computer servers or networks servicing the Building, the outside grounds of the Building, and Building fixture, fittings, décor and furnishings.

c. Engage in any activity that is abusive to anyone or may interfere with Sullivan County Community College’ owners, officers, directors, managers, employees, contractors,

guests, agents, or other tenants, licensees or occupants of the Building.

d. Do or permit to be done anything which will invalidate or increase the cost of insurance coverage on the Building.

e. Use, allow or permit the Building to be used for any improper or objectionable purposes.

f. Cause, maintain or permit any nuisance in or about the Building.

g. Compromise the Building, its contents and outside grounds with respect to fire, flood, gas, electricity or weather.

h. Commit or permit any waste to be committed in the Building.

i. Compromise the security of the Building and its contents.

j. Permit access to and/or use of your Work Space to anyone who is not another authorized Sullivan County Community College licensee or tenant.

k. Use or occupy the Building in violation of any law, rule, regulation, requirement or ordinance enacted or imposed by any governmental unit having jurisdiction over the Building.

l. Post signs or host events in the Work Space without the prior written consent of Sullivan County Community College.

m. Permit animals to enter the Building other than bona fide service animals, which bona fide service animals shall have been approved in advance in writing by Sullivan County Community College.

n. Overload, damage or obstruct any utility lines providing services to the Building.

o. Install any fixtures or equipment which will overload the floors in the premises or in any way affect the structural capacity or design of the Work Space or the Building.

p. Engage in any activity which, in the sole discretion of Sullivan County Community College, tends to damage or otherwise adversely affect the Services, the Building, Sullivan County Community College' reputation, or the reputation of other Building occupants, including but not limited to pyramid schemes, creating or distributing spam, or uploading or downloading profane or indecent material.

## **6. Insurance, Indemnification, and Limited Liability.**

a. Sullivan County Community College recommends that you maintain insurance on your personal property utilized and/or stored in the Work Space.

b. Sullivan County Community College shall have no liability to you for the loss, theft, or damage of your personal property for any reason whatsoever. You agree not to hold or seek to hold Sullivan County Community College or its owners, members, officers, directors, employees, agents, or guests responsible for the loss, theft, or damage of your personal property.

c. You agree that if you or your agents or guests directly or indirectly cause

property damage, personal injury or death to anything or to any person in the Building or the grounds outside the Building, you shall be responsible to pay for such property damage, personal injury or death if and to the extent your insurer does not.

- d. SUNY Sullivan is a tobacco free campus

In Witness whereof, the parties hereto specifically represent that they have the authority to enter into this agreement and their respective corporations have taken all necessary action authorizing the same, therefore the parties hereto have hereunto set their hands and seals of the day and year first above written.

**Sullivan County Community College**

**By:**

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**Name:**

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**Title:**

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**Date:**

---

**By:**

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**Name:**

---

**Title:**

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**Date:**

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e. In no event shall Sullivan County Community College its owners, members, officers, directors, employees, agents, or guests be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever, including but not limited to damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty, negligence, and any other pecuniary or other loss whatsoever, arising out of or in any way related to the participation in, or inability to participate in, or use of the Work Space or its Services, the provision of or failure to provide Services, or otherwise under or in connection with any provision of this TOU.

## **7. Termination.**

a. Sullivan County Community College, in its sole discretion, may terminate any or all Work Spaces and/or Services at any time.

b. Sullivan County Community College, in its sole discretion, may terminate your license in the event you materially violate any of the provisions of this TOU.

c. In the event of termination prior to the end of the term of your license, you will be afforded a pro rata refund for the unused portion of your term.

d. Notwithstanding any termination of your license, you shall remain liable to Sullivan County Community College for any amounts due and unpaid, and you shall remain responsible to pay for any property damage, personal injury or death directly or indirectly caused by you or your agents or guests.

## **8. Miscellaneous.**

a. Sullivan County Community College reserves the right to update these TOU at any time by notice to you.

b. In the event any provision or portion of the TOU is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions shall be unaffected and shall remain in full force and effect.

c. These TOU shall be governed and construed in accordance with the laws of the State of New York applicable to agreements wholly to be performed therein and without regard to that body of law known as conflicts of law.

d. All actions arising under or related to these TOU shall be adjudicated solely in the courts of the State of New York in Sullivan County, to whose jurisdiction the parties hereby consent.

e. The prevailing party in any arbitration, action or proceeding to enforce the provisions of this agreement shall be entitled to recover all costs and expenses, including reasonable attorney's fees, incurred thereby.

## EXHIBIT A

<b>MEMBERSHIP TYPE</b>	<b>DAY PASS</b>	<b>WEEK PASS</b>	<b>FULL TIME</b>	<b>RESIDENT DESK</b>
<b>Fee</b>	\$30/day	\$85/five consecutive days	\$150/month or \$1,600/year	\$195/month or \$2,100/year
<b>Business Hours*</b>	8:00AM - 6:00PM 7 days/week	8:00AM - 6:00PM 7 days/week	8:00AM - 6:00PM 7 days/week	8:00AM - 6:00PM 7 days/week
<b>Desk Type</b>	Floating	Floating	Floating	Dedicated
<b>Internet, Wired &amp; Wireless</b>	Y	Y	Y	Y
<b>Print-Copy (B&amp;W)</b>	\$.20 per page	\$.20 per page	\$.20 per page	\$.20 per page
<b>Scan (B&amp;W, color)</b>	Y	Y	Y	Y
<b>Print-Copy (color)</b>	\$.55 per page	\$.55 per page	\$.55 per page	\$.55 per page
<b>Conference/Meeting Room</b>	Y, additional fee	Y, additional fee	Y, discounted additional fee	Y, discounted additional fee
Telephone	Y, additional fee	Y, additional fee	Y, additional fee	Y, additional fee

\*Hours and availability are subject to change due to COVID-19