



Westchester Community College

State University of New York

56016

March 21, 2017

To: Board of Acquisition and Contract

From: John Nonna
Chair
Westchester Community College Board of Trustees

Re: Authority to enter into an agreement with Dr. Belinda S. Miles for her employment as President of Westchester Community College

As your Honorable Board is aware, after an exhaustive search process which involved an executive search firm and a committee made up of faculty, administrators, staff, students and members of the community, in 2014 the Westchester Community College ("WCC") Board of Trustees selected Dr. Belinda S. Miles as the next President of Westchester Community College. On December 19, 2014, your Honorable Board authorized a three-year agreement with Dr. Miles that commenced on January 1, 2015. Since assuming her responsibilities as President, Dr. Miles has brought strong leadership to WCC and has implemented a number of innovative programs and strategies that are contributing to student success.

The Board of Trustees conducted an extensive review of Dr. Miles performance in her first year and one half at WCC. Dr. Miles' performance has been exemplary. The Board recognized the need to provide greater job security for Dr. Miles and to provide WCC with sufficient notice if Dr. Miles decides to terminate the agreement. Accordingly, the Board agreed to provide Dr. Miles with a five year contract effective July 1, 2016. Her original contract would have expired on January 1, 2018. The new contract results in a three year additional term. The new agreement requires one year notice by Dr. Miles for termination which provides WCC with the ability to begin a search process should Dr. Miles decide to leave WCC.

Attached is a resolution that would authorize WCC to cancel the existing agreement with Dr. Miles and replace it with a new agreement. The term of the new agreement will be five years, commencing on July 1, 2016 and ending on June 30, 2021. Dr. Miles will receive a salary of \$247,600 per year. Any increases in the President's annual salary will be based upon mutually agreed upon performance objectives, professional development, merit and other relevant factors such as changes in the cost of living, and will be at the sole discretion of the WCC Board of

Trustees. Dr. Miles will be entitled to the fringe benefits available to all non-represented managerial staff at WCC and will, in addition, have the use of a WCC-owned vehicle and receive a \$50,000 housing allowance annually during the term of this agreement. The agreement may be terminated without cause by Dr. Miles upon 12 months prior notice. WCC may terminate the agreement at any time for cause.

This agreement is exempt from the operation of the Westchester County Procurement Policy pursuant to Section 3(a)(ix) therein as it is an agreement with an “educational professional or expert”.

This agreement accomplishes the goal and objective of providing continuity and stability for WCC as it moves forward. The Board of will continue to monitor the performance of Dr. Miles under this agreement.

Attached for your approval is an appropriate resolution.

JN/me

APPROVED BOARD OF ACQUISITION & CONTRACT - 01/10/2017 - LISAPRIJAS SECRETARY

RESOLUTION

Upon a communication from John Nonna, Chair of the Westchester Community College Board of Trustees, be it hereby

RESOLVED, that the County of Westchester, acting by and through Westchester Community College, is hereby authorized to cancel the existing agreement with Dr. Belinda S. Miles and enter into a new agreement for her employment as President of Westchester Community College; and be it further

RESOLVED, that the new agreement will commence July 1, 2016 and terminate June 30, 2021. Dr. Miles will receive a salary of \$247,600 per year. Any increases in the President’s annual salary will be based upon mutually agreed upon performance objectives, professional development, merit and other relevant factors such as changes in the cost of living, and will be at the sole discretion of the WCC Board of Trustees. Dr. Miles will be entitled to the fringe benefits available to all non-represented managerial staff at WCC and will, in addition, have the use of a WCC-owned vehicle and receive a \$50,000 housing allowance annually during the term of this agreement. The agreement may be terminated without cause by Dr. Miles upon 12 months prior notice. WCC may terminate the agreement at any time for cause; and be it further

RESOLVED, that the County Executive or his authorized designee is hereby authorized to execute all instruments and take all actions reasonably necessary to implement this Resolution.

APPROVED BOARD OF ACQUISITION & CAPITAL CONSTRUCTION - JULY 2017 - DISTRICT SECRETARY

Account to be Charged/credited	Fund	Dept	Major Program, Program & Phase Or Unit	Sub Unit	Object/ Sub Object	Trust Account	Dollars
	010	0101			1010		\$1,488,000

Budget Funding Year(s) 2016-2021 Start Date 7/1/2016 End Date 6/30/2021
 (must match resolution)

Funding Source Tax Dollars \$342,240
 State Aid \$416,640
 \$ 1,488,000 Federal Aid
 (must match resolution) Other \$729,120