



Westchester Community College

State University of New York

OnBase: 81868 R2

December 30, 2020

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 for the period January 1, 2021 through December 31, 2025

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 Board of Trustees selected Dr. Belinda S. Miles as President of Westchester Community College (“WCC”). On December 19, 2014, your Honorable Board authorized a three-year agreement with Dr. Miles that commenced on January 1, 2015, with an annual salary of \$234,600 (the “Original Agreement”).

Thereafter, by resolution approved on April 13, 2017, your Honorable Board, upon the recommendation of the WCC Board of Trustees, authorized WCC to terminate the Agreement with Dr. Miles and replace it with a new agreement (the “Second Agreement”). The Second Agreement was for a five (5) year term, commencing on July 1, 2016 and terminating on June 30, 2021, with an annual salary of \$247,600.

By resolution approved on April 13, 2017, your Honorable Board, upon the recommendation of the WCC Board of Trustees, authorized WCC to amend the Second Agreement in order to increase Dr. Miles’ annual salary from \$247,600 to \$272,360 during the remaining term of the Second Agreement.

The College’s Board of Trustees has conducted extensive reviews of Dr. Miles’ performance during her approximately six (6) years as President of WCC and the Board of Trustees has determined that her performance has been exemplary. As such, the WCC Board of Trustees has agreed to provide Dr. Miles with a new five (5)

year contract effective January 1, 2021 (the Second Agreement is currently set to expire on June 30, 2021).

Accordingly, attached is a resolution that would authorize the County of Westchester, acting by and through WCC, to terminate the existing agreement effective December 31, 2020 and to enter into a new agreement with Dr. Miles. The term of the new proposed agreement will be five (5) years, commencing on January 1, 2021 and terminating on December 31, 2025. Pursuant to the terms of the new agreement, Dr. Miles will receive a salary of \$275,084 for the first year of the agreement, which will increase by one percent (1%) annually during years two (2) through five (5) of the agreement. If Dr. Miles remains President of WCC throughout the entire five (5) year term of the proposed agreement, Dr. Miles shall receive additional compensation of \$30,000 payable at the conclusion of the agreement. In addition, Dr. Miles will be entitled to the fringe benefits available to all non-represented managerial staff at WCC, would have the use of a WCC-owned vehicle and receive a \$50,000 annual housing allowance. Dr. Miles will be entitled to 20 days of vacation leave and 5 days of personal leave annually and shall be allowed to carry over up to **15** vacation days into the next year. The President shall be entitled to 3 additional Consulting days per year.

Dr. Miles can terminate the agreement without cause upon twelve (12) months prior notice, and WCC reserves the right to terminate the agreement at any time for cause. Should the WCC Board of Trustees provide notice to Dr. Miles of non-renewal of the agreement, the agreement shall be extended for one (1) additional year, under the same terms and conditions. Any further increases in her annual salary shall be based upon mutually agreed upon performance objectives, professional development, merit and other relevant factors such as changes in the cost of living, and would be at the discretion of the WCC Board of Trustees, subject to the approval of your Honorable Board.

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

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

Attached for your approval is an appropriate resolution.

JN/JPI/smg

RESOLUTION

Upon a communication from the 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 (“WCC”), is hereby authorized to terminate the existing agreement with Dr. Belinda S. Miles, effective December 31, 2020 and to 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 January 1, 2021 and terminate December 31, 2025. Dr. Miles will receive a salary of \$275,084 for the first year of the agreement, which will increase by one percent (1%) annually during years two (2) through five (5) of the agreement. If Dr. Miles remains President of WCC throughout the entire five (5) year term of the agreement, Dr. Miles shall receive additional compensation of \$30,000 payable at the conclusion of the agreement. Any additional increases in Dr. Miles’ 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 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, will have the use of a WCC-owned vehicle and receive a \$50,000 housing allowance annually during the term of this agreement. Dr. Miles will be entitled to 20 days of vacation leave and 5 days of personal leave annually and shall be allowed to carry over up to **15** vacation days into the next year. The President shall be entitled to 3 additional Consulting days per year; and be it further

RESOLVED, that the agreement may be terminated without cause by Dr. Miles upon twelve (12) months prior notice. WCC may terminate the agreement at any time for cause. Should the WCC Board of Trustees provide notice to Dr. Miles of non-renewal of the agreement, the agreement shall be extended for one (1) additional year, under the same terms and conditions; 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.

Account to be Charged/credited	Year	Fund	Dept	Major Program, Program & Phase Or Unit	Sub Unit	Object/ Sub Object	Trust Account	Dollars
	2021	010	0101			1010		\$325,084
	2022	010	0101			1010		\$327,835
	2023	010	0101			1010		\$330,613
	2024	010	0101			1010		\$333,419
	2025	010	0101			1010		\$366,253

Budget Funding Year(s) 2021-2025 Start Date 1/1/2021 End Date 12/31/2025
 (must match resolution)

Funding Source Tax Dollars \$353,473
 State Aid \$471,297
 \$ \$1,683,204 Federal Aid _____
 (must match resolution)
 Other \$858,434 (Tuition)

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