RESOLUTION NUMBER 26, 2019

Collaborative Partnership and Cooperative Relationship Between Erie County
And the Northern Pennsylvania Regional College to establish the Erie College Center and
Workforce Development Center

WHEREAS, Erie County Council remaining consistent with Erie County Council Resolution 21, 2019, continues to strive towards positive momentum for community college education and workforce development, along with providing the attendant benefits to Erie County taxpayer; and

WHEREAS, Erie County Council remaining consistent with efforts to establish collaborative partnerships together with the Northern Pennsylvania Regional College, supports the Memorandum of Agreement as modified and dated, 8/1/2019 version; and

WHEREAS, Any Agreement shall be contingent upon the fulfillment of:

1. The NPRC's commitment to provide $2 million in annual funds, from its allocation under the state budget, for the Operation of the ECC of NPRC plus yearly incremental increases.
2. The commitment by state government to provide the ECC of NPRC with a minimum of $15 million from the Redevelopment Assistance Capital Program (RACP) over the next three years for the construction and operation of a world-class, state of the art, high tech workforce development center.
3. The commitment by state government to provide Erie County with a first option to acquire ownership of the Porreco Center for nominal consideration for the use by the ECC of NPRC in carrying out certain of its activities including, but not limited to, the creation and operation of a world-class, state of the art, high tech Workforce Development Center and the plans for future satellite locations to include community centers.
4. The local Philanthropic Community generously stepping forward to provide the scholarship funding and other assistance to support the enrollment of Erie County students at the ECC of NPRC.
5. To seek accreditation by Middle States and partner in certificates and pursue standards under Act 114 2006 (PASSHE) for student admission; and

WHEREAS, Erie County Council instructs the taskforce to continue efforts to finalize this MOA with the Northern Pennsylvania Regional College within 30 days and have a joint meeting within 10 days of this resolution.

THEREFORE, BE IT ENACTED by the County Council of the County of Erie that the memorandum of agreement attached hereto as Exhibit A is hereby approved.

On the motion of Anderson, seconded by Horton, this resolution was passed this 1st day of August, 2019 by a vote of 5 to 2.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA
RESOLUTION NUMBER 26, 2019

Collaborative Partnership and Cooperative Relationship Between Erie County And the Northern Pennsylvania Regional College to establish the Erie College Center and Workforce Development Center

Attest:  
Douglas R. Smith  
County Clerk  
Date: August 1, 2019

Approved by:  
Kathy Dahlkemper,  
County Executive  
Date: August 12, 2019

Fiore Leone, Chairman  
Date: August 1, 2019
MEMORANDUM OF AGREEMENT
BETWEEN
NORTHERN PENNSYLVANIA REGIONAL COLLEGE
AND
COUNTY OF ERIE
8/1/2019 Version

This Memorandum of Agreement ("Agreement") is entered into on the ___ day of August, 2019 (the "Effective Date"), between the Northern Pennsylvania Regional College (the "NPRC") and the County of Erie (the "County" and collectively with the NPRC, the "Parties"),

In consideration of the mutual covenants and promises contained herein, the Parties setting forth this agreement as a foundation for a true and genuine partnership agree as follows:

WHEREAS, NPRC currently operates a regional college serving students in Cameron, Crawford, Elk, Erie, Forest, McKean, Potter, Venango and Warren Counties; and

WHEREAS, the County has established the need and commitment to support, at scale, community college education and workforce development training to be made available through the delivery model of a community college center to serve students in Erie County; and

WHEREAS, the Parties have conducted discussions and reached this Agreement under which Parties will establish an enhanced Erie College Center of the Northern Pennsylvania Regional College (hereinafter the "ECC of NPRC"), physically located within Erie County to serve the needs, primarily, of Erie County; and

WHEREAS, the Parties have agreed that a cooperative arrangement under which the County, through a Board of Advisors, will operate the ECC of NPRC, including facilities for the administration of the ECC of NPRC and classroom instruction (the "Classroom Facilities") along with a work force development center (the "Work Force Development Center") and one or more additional educational delivery sites within Erie County, for the purpose of mutually serving the Parties’ students; and over time the Parties will expand their educational offerings to students as appropriate after receiving input and recommendations from the Board of Advisors referred to in Section 4 below and other constituents; and

NOW, THEREFORE, the Parties further agree as follows:

1. As soon as practical after execution of this Agreement, the County, in conjunction with the Board of Advisors identified in Section 4, below, will secure the use of an appropriate facility to serve as the ECC of NPRC. The County shall be responsible for identifying/locating the facility, and making secure, long-term arrangements to acquire control of such property, either through gift, lease, purchase, or other arrangement to provide for the use of that facility by the ECC of NPRC. In order to serve as the ECC of NPRC, the facility shall: (i) be reasonably centrally located within or near the City of Erie for purposes of providing access to the majority of Erie County’s population; (ii) have adequate security services; (iii) be compliant with the Americans with Disabilities Act and similar state or local access requirements; (iv) have adequate and safe parking; (v) have sufficient room for expansion for future growth of the facility; and (vi) be reasonably close to public transit routes. The facility must also contain adequate office, classroom and lab space to house the Parties programming and Exhibit A
support its educational delivery. To the extent feasible, the facility shall also provide traditional amenities such as a student lounge, cafe and proximity to other community assets.

2. The Parties acknowledge that NPRC currently operates remote access cyber delivery educational sites located throughout Erie County. NPRC will continue to pay all such costs to operate said sites separate from all other financial agreements with the County. Nothing in this agreement shall be interpreted as limiting NPRC’s ability to maintain such delivery sites and facilities in Erie County in addition to the ECC of NPRC. All Facilities in Erie County shall operate under the ECC of NPRC Board of Advisors. Moreover, nothing in this Agreement shall be interpreted as preventing any registered students to use the ECC of NPRC regardless of the residency of such students.

Furthermore; And notwithstanding the foregoing, as to curriculum needs, the ECC of NPRC under the Board of Advisors shall be responsible for the delivery of comprehensive community college and workforce development training services and have predominant control over educational and training programs in Erie County, in the following ways:

   a. Through a curriculum that provides pathways to careers in fields most needed in Erie County, including the curriculum plan referenced in Section 5, and in which employers’ partner with the delivery of the educational program;

   b. By engaging a full-time faculty who are experts in various aspects of the curriculum, as well as in hands-on, contextual learning strategies for adults to create a culture of success;

   c. Through intensive and intrusive advising, career coaching and success tracking through data analytic approaches;

   d. As necessary to serve a diverse population, including hard-to-serve sub-groups like the poor (lowest two quintiles of the wealth continuum in Erie County), minorities, immigrants, low skilled adults and those who lack success with previous formal educational experiences; satellite sites will be developed in proximity to these areas of critical mass and the potential for community centers to act as satellite sites;

   e. By utilizing developmental learning expertise, co-requisite model remediation and work-based integration with guided pathways, cooperative education, internships, clinicals and apprenticeships;

   f. By integrating every decision relating to curriculum, facilities, equipment, procedures and processes in a holistic manner and focusing on student success and completion of credentials valued by Erie employers;

   g. By NPRC achieving Middle States accreditation within 2 years of effective date and PA Act 114 compliant to remain consistent with Erie County Council Resolution 21, 2019.

3. The County, shall acquire the facility to be used as the ECC of NPRC. The County shall be responsible for Capital assets such as; furniture, fixtures and equipment to be installed in the ECC of NPRC, including the needs of the Curriculum Facilities and the Work Force Development Center Exhibit A
(WFDC). When appropriate, a separate lease with NPRC above and beyond the Operations Budget allocated to the County annually will be entered into to cover the rental of these items and the rental charge will be based on fair market value. As additional space and equipment is required by NPRC, this lease will be amended to cover the additional rental charges. The County agrees to consult with the NPRC regarding the location of the ECC of NPRC facility as well as acquisition, construction and build-out of the facilities. The County will not be obligated to provide for any operating or capital costs for the ECC of NPRC, other than what has been spelled out in this Agreement.

A. This Agreement shall be contingent upon the fulfillment of the NPRC's commitment to provide $2 million in annual funds, from its allocation under the state budget, for the Operation of the ECC of NPRC plus yearly incremental increases.

B. This Agreement shall be contingent upon the fulfillment of the commitment by state government to provide the ECC of NPRC with a minimum of $15 million from the Redevelopment Assistance Capital Program (RACP) over the next three years for the construction and operation of a world-class, state of the art, high tech workforce development center.

C. This Agreement shall be contingent upon the fulfillment of the commitment to provide the ECC of NPRC with the first option to be located at the Porreco Center provided the property is transferred debt free by state government legislative action and gifted for $1.00 to Erie County to create and operate a world-class, state of the art, high tech workforce development center. Remaining consistent with Erie County Council Resolution 21, 2019.

D. This Agreement shall be contingent upon the fulfillment of the local Philanthropic Community generously stepping forward to provide the funding Erie County student portion of tuition costs.

4. As soon as practical after the Effective Date, the NPRC shall recognize a body to be known as the ECC of NPRC Board of Advisors (the “Board of Advisors”). The NPRC’s Executive Director of Erie Operations and any members of the NPRC Board of Trustees that are Erie County residents shall be ex officio members of the Board of Advisors.1 The County shall be entitled to determine the identity of the remaining members of the Board of Advisors by appointing nine Board of Advisor members, all of whom shall be Erie County residents designated by officials of the County. The County Executive shall appoint two members to the Board of Advisors and each County Council member shall appoint one member each. The appointed Board of Advisors members shall be individuals who can offer knowledge and expertise in areas such as: education, manufacturing, healthcare, marketing, finance, human resources, and other key business functions. Notwithstanding the foregoing, County Council members may select a Board of Advisors member that is not a resident of such County Council member’s district, and County Council members shall not be eligible to serve on the Board of Advisors. The Board of Advisors shall schedule meetings as necessary and desired by the Board of Advisors or NPRC, with the expectation that the Board of Advisors shall meet at least quarterly with NPRC leadership designated by the NPRC President, along with appropriate NPRC staff, to discuss and recommend academic programming and technical training specifically based upon the Board of

1 As used in this Agreement, the term “ex officio member of the Board of Advisors” shall mean that a person is a member of the Board of Advisors based upon that person’s qualifying position and not the identity of the person. By way of example, the NPRC’s Executive Director of Erie Operations shall be a member of the Board of Advisors based upon the position held, not the individual person’s identity. Ex officio Board of Advisors members shall have all the rights appertaining to any other Board of Advisors member but shall not count as a member for establishing a quorum. Exhibit A
Advisors assessment of current and projected Erie County educational and workforce needs. The Board of Advisors Chairman, to be selected by the Board of Advisors members, shall serve in a non-voting advisory role with respect to the NPRC Board of Trustees. More specifically, the Board of Advisors Chairman shall be entitled to attend and participate in regular and special meetings of the NPRC’s Board of Trustees but shall not have the right to vote and shall not be entitled to attend meetings of the Board of Trustees in Executive Session unless such attendance is approved by the Board. In order to meet the curriculum needs of Erie County set forth in Section 2, among other needs, the Board of Advisors, will have the following authority:

a. All line item operations and capital appropriations earmarked for Erie County shall be committed to ECC of NPRC delivery and controlled by the Board of Advisors;

b. The revenue generated by those students served through the ECC of NPRC for the delivery of educational services shall be retained for use by the ECC of NPRC for faculty, staff, services, materials, supplies and other delivery needs;

c. All philanthropic and grant resources provided to ECC of NPRC shall be controlled by the Board of Advisors and utilized to serve those served by the ECC of NPRC;

d. Over time, as student enrollment and services grow, the ECC of NPRC may be expanded as an extension of these financial commitments;

5. The County acknowledges that the execution and implementation of this Agreement shall ensure delivery of post-secondary education and workforce development programming to the residents of Erie County. The proposed Erie County Community College, as reflected in the County’s currently pending application with the Pennsylvania Board of Education, contains specific suggestions for programming and curriculum. The NPRC declares its support for such programming and agrees to devote its best efforts to serve the needs outlined in the proposed curriculum.

6. The NPRC acknowledges the need to pursue appropriate funding to accommodate growth and to support current and future educational delivery and programming to students in Erie County and the other counties served by the NPRC. Accordingly, the NPRC agrees to pursue such funding in the ordinary course of its budgeting and financial planning process including, without limitation, pursuing adequate appropriations from the Commonwealth of Pennsylvania.

7. The Parties recognize that a material aspect of the establishment of the ECC of NPRC by the NPRC will include creation of the WFDC. The Parties further acknowledge that the WFDC will necessitate the acquisition of specialized equipment useful and necessary for vocational training. The County, through its representatives on the Board of Advisors, in consultation with the NPRC, shall develop a plan (hereinafter the “WFDC Equipment Plan”) which details the equipment to be acquired based upon the ECC of NPRC anticipated programming and schedule, all of which shall be installed in the facility described in the Build-Out Requirements established by the Board of Advisors.

8. The Parties agree that they shall negotiate in good faith with respect to necessary amendments between the Parties to address the post-secondary and workforce development educational needs of Erie County. This Agreement shall not be amended except by agreement of the Parties and shall not be amended except in writing signed by both Parties.

Exhibit A
9. The Parties recognize that the viability and usefulness of the ECC of NPRC provided for through this Agreement is heavily dependent upon the continued availability of financial support, including but not limited to support from the Commonwealth of Pennsylvania. In the event necessary support is materially reduced in the future, resulting in a material curtailment in the NPRC’s ability to provide funds and services to Erie County, the County shall have the option, upon written notice to the NPRC, to terminate this Agreement and to withdraw from any further relationship with the NPRC. Such withdrawal notice shall be delivered by the County to the NPRC no less than one hundred eighty (180) days prior to the effective date of such termination which shall coincide with the conclusion of an academic term. Upon such termination, all obligations of the respective Parties provided for in this Agreement shall terminate.

10. The parties recognize that there are currently provisions for two County residents as members of the NPRC Board of Trustees. The NPRC agrees that this number shall be increased to up to five as soon as terms expire. The five positions are expected to be the minimum from Erie County residents on the NPRC Board of Trustees during the terms of this Agreement.

11. The NPRC shall submit this fully executed Agreement along with required exhibits and any accompanying documentation to the Pennsylvania Department of Education (“PDE”) for their approval. This Agreement shall be binding on the parties pending such approval. If appropriate Commonwealth of Pennsylvania required approval is not obtained within ninety days of the Effective Date, either party may terminate this Agreement.

Executed by the undersigned, intending to be legally bound thereby.

NORTHERN PENNSYLVANIA REGIONAL COLLEGE

By: ____________________________
    Joseph T. Nairn
    President

Date: ______________

COUNTY OF ERIE

By: ____________________________
    Kathy Dahlkemper
    County Executive

Date: ______________

Exhibit A