

ACCT Complimentary Retreat Terms and Conditions

General Eligibility

ACCT complimentary retreats are available only to Voting Members of ACCT in good standing. Complimentary retreats are not available to institutions with any members serving on the ACCT Board of Directors at the time of application. Institutions are eligible for only one complimentary retreat.

Application Process

Institutions interested in receiving a complimentary retreat must:

- Submit an application form with support from the institution's Board Chair and/or College CEO by August 15, 2022 (for complimentary retreats provided through June 30, 2023).
- Indicate on the application form potential board governance topics of interest for a retreat. Please note: Topics of interest will not be a factor in the selection of institutions for complimentary retreats.

The invitation to submit an application for a complimentary board retreat shall not be deemed to constitute an offer by ACCT and shall not be binding upon ACCT or the institution until an agreement for a retreat is executed and delivered by both parties.

ACCT reserves the right to modify the terms for complimentary retreats, reject an application for any reason at ACCT's sole discretion, withdraw this invitation before or after submission of applications, or decide not to provide any complimentary retreats in response to this invitation.

Selection Process

25 institutions meeting the general eligibility criteria described in these Terms and Conditions will be selected to receive a complimentary retreat for each year of the complimentary retreat program (3 years total). At least 20 of the institutions selected each year will be chosen via a lottery system drawing from applications received from eligible institutions.

Institutions will be required to enter by August 15, 2022 for the 2022-23 drawing; by August 15, 2023 for the 2023-24 drawing; and by August 15, 2024 for the 2024-25 drawing. Entries from the prior year will not be automatically entered into the next year's drawing. Any institution may be the recipient of only one complimentary board retreat or workshop.

Retreat Format

The complimentary retreat will be a one-day session of up to six hours. If an institution desires a second day for the retreat, all costs associated with the second retreat day will be the responsibility of the institution. The retreat will be facilitated by an ACCT Consultant selected by ACCT. Potential topics to be covered include:

- The proper role and responsibilities of the Board, Board Members, and the Administration (including Board Officers)
- The policy role of the Board
- The Board's fiduciary responsibilities (beyond fiscal)
- Ethical governance and conflicts of interest
- The Board's role in the accreditation process
- The Board's role in the strategic planning process
- The Board's role in advocacy

- Open public meeting requirements and privacy laws
- Board processes, e.g., the role of the chair, communication protocols, crisis management
- Effective meetings, e.g., Robert’s Rules of Order, Parliamentary Procedure
- Positive board relationships; supporting a positive board-CEO relationship; CEO evaluation and board self-assessment
- Trends in community college governance; the board of the future

Retreat Scheduling and Cancellation

An institution selected for a complimentary retreat must schedule and hold the retreat on a mutually agreed upon date by June 30, 2023. If an institution should need to cancel and reschedule the retreat, written notice of cancellation must be provided to ACCT at least 15 days in advance of the scheduled retreat. The rescheduled retreat must be held by June 30, 2023, and the institution will be responsible for any expenses incurred by ACCT prior to notice of cancellation.

Additional Expenses

The institution will be responsible for all consultant travel expenses and shipping expenses associated with the complimentary retreat.

Virtual Retreats

An institution may elect to hold their complimentary retreat virtually. Institutions selected for a complimentary retreat should notify ACCT of their intention to hold a virtual retreat at the time the complimentary retreat is awarded. If an institution decides to hold a virtual retreat more than 30 days after the complimentary retreat is awarded, the institution will be responsible for any prepaid travel expenses incurred by ACCT prior to receipt of notice.

Confidentiality

ACCT will not disclose any confidential, nonpublic information without the consent of the institution’s Governing Board. All retreat data and materials are prepared for the College CEO and the Governing Board and are not for public distribution by ACCT without the consent of the institution.

Intellectual Property

Institution understands that the content of any written materials produced by ACCT as an independent contractor pursuant to the retreat agreement between the parties, excepting assessment instruments, general report formats, and other evaluative methods or protocols, shall be deemed to have been made or developed by ACCT solely for the benefit of the institution, and will be considered “work made for hire” under United States copyright law and shall be owned by the institution.

Assessment instruments, general report formats, and other evaluative methods or protocols used or provided by ACCT are the intellectual property of ACCT and are not to be reproduced, distributed, or transmitted in any form or by any means without the consent of ACCT.

Force Majeure

The performance by either party of a complimentary retreat agreement is subject to any emergency making it illegal or impossible to hold the retreat, including, without limitation, acts of God, war, acts of terrorism, government regulations, disaster, pandemic, strikes or threat of strikes (except that neither party may terminate the retreat agreement for situations involving that party’s own employees), civil disorder, or curtailment of transportation facilities. The retreat agreement may be terminated in whole or in part without liability for any of the above reasons by written notice from one party to the other.