College of Central Florida Meeting of the District Board of Trustees Wednesday, October 2, 2024 3:00 pm Hampton Center

AGENDA

CALL TO ORDER AND PLEDGE OF ALLEGIANCE
RECOGNITION
PUBLIC COMMENT
MEETING MINUTES 1. Adoption of Minutes
CONSENT AGENDA Routine Business 2. Personnel Actions 3. Property Donations/Dispositions 4. Curriculum Changes

Agreements, Contracts, Leases

5. Health Care Affiliation & Internship Agreements

OTHER BUSINESS

For Approval

- 6. Specialized A.A. Degree Pathways for Direct Connect to UCF
- 7. Textbook Affordability Report 2023-2024

- 8. College of Central Florida Marion County Cybersecurity Memorandum of Understanding
- 9. City of Ocala Memorandum of Understanding
- 10. Naming of Building 17 Ocala Campus
- 11. Construction Change Order Resolution
- 12. Allied Health Science Remodel Project Change Orders
- 13. Spending Plan for Fund Balance

Acknowledge Receipt

- 14. Financial Information Monthly Financial Summary Report
- 15. Annual Financial Report (AFR)

For Information Only

16. Hampton Center Updates

BOARD CHAIR/TRUSTEE REMARKS

PRESIDENT'S REPORT

ADJOURNMENT

COLLEGE OF CENTRAL FLORIDA

1

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 2, 2024

SUBJECT: Minutes of the August 28, 2024 Meeting

INITIATOR: Dr. James D. Henningsen,

President

DATE: September 18, 2024

OBJECTIVE AND PERTINENT FACTS:

The college requests approval of the August 28, 2024 minutes of the meeting of the District Board of Trustees.

RECOMMENDATION/ACTION REQUESTED:

That the Board approve the minutes of the meeting of the District Board of Trustees held August 28, 2024.

August 28, 2024

The Chair called the regular meeting of the Board of Trustees to order at 3:02 p.m. on Wednesday, August 28, 2024 and asked that everyone stand to recite the Pledge of Allegiance. The meeting was held on the Ocala Campus.

CALL TO ORDER

Members Present: Bobby Durrance, Chair Joyce Brancato

Fred Roberts, Jr.

James Henningsen, Board Secretary

Members Absent: Rusty Branson, Charlie Stone

William Edgar

ABSENT

PRESENT

The Chair reported that the meeting had been properly noticed, the agenda was available one week prior to the meeting and there was a quorum present.

The Chair asked if there was anyone in the audience that wished to address the Board. As there was no public comment, the Chair moved on to the next agenda item.

PUBLIC COMMENT

The Chair asked for any corrections or updates to the minutes of the June 26, 2024 District Board of Trustees meeting. Hearing none, upon a motion by Trustee Roberts seconded by Trustee Edgar, and unanimously carried, the Board approved the June 26, 2024 meeting minutes as presented and authorized the Chair and President to sign on behalf of the Board.

MINUTES

CONSENT AGENDA

CONSENT AGENDA

Recommend Board approval of the following:

Personnel Report

Full -Time Positions: That the record indicates that the following person(s) were authorized by the President to fill the following full-time position(s) by funding source:

Operating Fund 1:

Applewhite, Novella V. – Educational Advisor – Academic Advising and First Year Success–July 01, 2024

Beckham, Quincy D. – Business Accounts Coordinator – Financial Operations – August 01,2024

Coffey, Loran Paulo – Director – Enrollment Services / Registrar – Enrollment Services – August 16, 2024

Daniel, David W. – Faculty – Program Manager – Business and Technology - August 16,2024 – Lateral Transfer

DeSensi, Christina R. – Staff Assistant III – Citrus – July 01, 2024

Franco, Shirley – Executive Administrative Assistant – Institutional Effectiveness & College Relations – August 16, 2024

Gamble, Carmel L. – Dean – Jack Wilkinson Levy Campus – July 01, 2024

Hack, Anna K. – Faculty - Respiratory Care Clinical Coordinator – Health Sciences – August 16, 2024

Harrison, Alicia M. – Educational Advisor – Citrus – July 01, 2024

Hensley, Chantal M. – Faculty – Cardiovascular Technology Program Manager – Health Sciences – August 16, 2024

Hughes, Elizabeth J. – TEMP to Regular Appointment – Faculty – Associate Degree Nursing–Health Sciences – August 16, 2024

Keene, Robert Martin, III – TEMP – Faculty – Science – August 16, 2024

Kane, Elissa M. – TEMP – Faculty – Communications – August 16, 2024

Leigh, Eve K. - Staff Assistant III - Health Sciences - July 16, 2024

Maggi Gonzalez, Bruno – Educational Advisor – Academic Advising and First Year Success–July 01, 2024

Marcou, Travis D. – Educational Advisor – Academic Advising and First Year Success – July $01,\,2024$

McGinnes, Lisa L. – Manager – Marketing & Public Relations – August 01, 2024

Mercado Dodge, Dania I, - Faculty - Science - August 16, 2024

Moore, Caleb K. - Trainee to Regular Appointment - Trades Specialist -

HVAC/Preventative Maintenance - Plant Operations - July 01, 2024

Patton, Bryce A. – Faculty – Communications – 08/16/2024

Rainwater, Sabrina BC – TEMP – Faculty – Mathematics – August 16, 2024

Sepulveda, Thelma L. – Faculty – Associate Degree Nursing – Health Sciences – August 16, 2024

Soto Ortega, Joseph - Faculty - Science - August 16, 2024

Tank, Brandon M. – TEMP – Faculty – Mathematics – August 16, 2024

Thibault, Jessyca Amber – Educational Advisor – Academic Advising and First Year Success – July 01, 2024

Tranor, Robert W. – Grounds Specialist – Vintage Farm – Plant Operations – August 16, 2024

Vann, William J. – TEMP – Faculty – Mathematics – August 16, 2024

Warden, Sonya K. – Associate Dean – Student Affairs – Citrus – July 01, 2024

Wells, Rory S. – Director – Instructional Services – Citrus – July 01, 2024

Veenstra, Danielle M. – Manager – Digital Media – Marketing, Public and Community Relations – August 01, 2024

Venezio, Allen J. – Faculty Visual & Performing Arts – August 16, 2024

Velez, Zuevalisse I. – Staff Assistant IV – Student Success – July 16, 2024

Young, Lakeisha A – From 168 Day to 220 Day – Faculty – Associate Degree Nursing – Health Sciences – August 16, 2024

Grants and Contracts – Fund 2:

Bonilla, Jose Luis – Instructional Aid – Temporary Grant Funded – Business & Technology – August 01, 2024

Auxiliaries – Fund 3: None this reporting period.

Auxiliaries – Fund 7: None this reporting period.

Reorganizations:

Dual Enrollment Department - Effective July 1, 2024

Reporting Structure Change: Dual Enrollment Department move from Enrollment Services to Admissions and Student Recruitment.

Enrollment Management & Student Affairs - Effective July 1, 2024

Thibault, Jessyca Amber – Position Change from First Year Success Specialist to Educational Advisor – Academic Advising and First Year Success

Marcou, Travis D. – Position Change from First Year Success Specialist to Educational Advisor – Academic Advising and First Year Success

Maggi Gonzalez, Bruno – Position Change from First Year Success Specialist to Educational Advisor – Academic Advising and First Year Success

Applewhite, Novella V. – Position Change from First Year Success Specialist to Educational Advisor – Academic Advising and First Year Success

Thomas, Susan F. – Job Title Change from Assistant Director – First Year Success to Assistant Director – Academic Advising and First Year Success

Regional Campuses – Effective July 1, 2024

Gamble, Carmel L. – Position Change from Manager – Instructional Services – Levy to Dean – Jack Wilkinson Levy Campus

Warden, Sonya K. – Position Change from Director – Student Affairs – Citrus to Associate Dean – Student Affairs – Citrus

Wells, Rory S. – Position Change from Manager – Instructional Services – Citrus to Director – Instructional Services – Citrus

Harrison, Alicia M. – Position Change from First Year Success Specialist to Educational Advisor – Citrus

Regional Campuses Reclassifications Effective July 1, 2024

Ivy, Jr., Thomas A. – Conference Services Coordinator – Citrus – Reclassification from C-4 to P-1

DeSensi, Christina R. – Staff Assistant I to Staff Assistant III – Citrus – Reclassification from C-1 to C-3

Adjunct Instructors: That the following persons be appointed to teach credit courses on a term- by-term basis as needed:

Bucher, Johndrika L. Holt, Charles R. Ringey, Dalton H. Gray, Thomas L. Labagh, Jessica L. Haven, III, John S. Mills, Michael E. Vann, William J. Herbst, Teresa L.

Instructors Hourly - Non-Credit:

Instructors, Hourly – Non-Credit: That the following persons be appointed to teach non-credit Continuing Education Criminal Justice, Public Service or Corporate Training courses on an as-needed basis:

Caban, Alexander N. Leinas, Ina L. Rogers, Drew M. Rogers, Traci M. Cohill, Colleen M. Maine, Christopher G. Collins, Dominic R. McCann, Kenneth C. Ryan, Sherri Coomer, Julie M. Melillo, Francis L. Pierce, Brianna L. Murray, Brent A. Silver, Scott J. Cooper, Byron N. Cussins, James R. Newhall, Sally M. Steele, Rosson T. Eades, Charles W. Radlein, Arman I. Whitler, Christopher F. Giattino, Frank P. Ragosta, Vincent N. Williams, Shauneteka K.

Finz, Andrew S. Reynolds, Vicki L.

Temporary Part -Time Career Service: OPS

Baker, Mary K. Hernadez, Nachelys Rivera, Chrestian J. Belson, Michael D. Reynolds, Christine V. Rivera Ward, Lourdes L.

Temporary Part -Time Hourly: That the record indicates that the following persons were authorized by the President to fill temporary positions to be paid an hourly rate of \$15.00:

Cortes, Jr, Xavier A. Kammeron, Kaylee Nicole Snow, Michelle A. Giffin, Elizabeth L. McNally, Shelby L. Sweat, Jaden E.

Notification of engagement in outside employment or extra college activities: None this reporting period.

Retirements: That the following individual(s) be approved for retirement:

Ross, Cheryl L. – Executive Administrative Assistant – Institutional Effectiveness and College Relations – August 15, 2024

Freeman, Bertha L. - Faculty - Science - August 08, 2024

Resignations:

Mazur, Jennifer A. – Faculty – Communications – August 15, 2024

Mitchell, Michelle L. – Faculty – Associate Degree Nursing – Health Sciences – July 05, 2024

Sakowski, Mark E. – Manager – Plant Safety & Facility Operations – Plant Operations – September 13, 2024

Sharma, Sarah E. – Faculty – Cardiovascular Technology Program Manager – Health Sciences – August 15, 2024

Swan, Caitlin Rohrbacher – Dual Enrollment Coordinator – Admissions & Student Recruitment – August 30, 2024

Terminations:

McCurdy, Colleene M. - PC/AV Technician - Information Technology - July 03, 2024

Matthews, William, Specialist II - Food Services - Conference Services - July 11, 2024

Separation due to Internal Transfer – No Break in Service:

Applewhite, Novella V. – First Year Success Specialist – Academic Advising and First Year Success – June 30, 2024

Coffey, LoryAnn Paulo – Assistant Director – Admissions / International Students – Admissions & Student Recruitment – August 15, 2024

Daniel, David W. – Faculty – Business and Technology – August 15, 2024 – Lateral Transfer

DeSensi, Christina R. – Staff Assistant I – Citrus – June 30, 2024

Gamble, Carmel L. – Manager – Instructional Services – Levy – June 30, 2024

Harrison, Alicia M. – First Year Success Specialist – Citrus – June 30, 2024

Keene, Robert Martin, III – Coordinator – Academic Support – Learning Support Center – August 15, 2024

Maggi Gonzalez, Bruno – First Year Success Specialist – Academic Advising and First Year Success – June 30, 2024

Marcou, Travis D. – First Year Success Specialist – Academic Advising and First Year Success–June 30, 2024

Thibault, Jessyca Amber – First Year Success Specialist – Academic Advising and First Year Success – June 30, 2024

Warden, Sonya K. – Director – Student Affairs – Citrus – June 30, 2024

Wells, Rory S. - Manager - Instructional Services - Citrus - June 30, 2024

Separation from the College due to end of temporary appointment: None this reporting period.

Separation from the college - Other:

Collins, Krista R. – Faculty – Associate Degree Nursing – Health Sciences – Non-renewal of Contract, revised separation date from August 07, 2024 to June 30, 2024

Separation from the College due to end of grant funding: None this reporting period.

Separation from the College due to Leave of Absence: None this reporting period.

Separation from the College due to Elimination of Position: None this reporting period. Sabbatical: None this reporting period.

Completion of 90-Day Observation Period: The following employee(s) successfully completed the required 90-day observation period:

Arthur, Paul C. – Coordinator – Maintenance – Appleton Museum of Art Brown, Sandra G. – Assessment Specialist – Career Assessment Center Mainwaring, Daniel C. – Director – E-Learning & Learning Support Center O'Leary, Maryann M. – Health Sciences Student Navigator – Health Sciences Parkinson, Miecha Lakeitcha – Staff Assistant III – Radiography – Health Sciences Slagle, Marshall A. – Research and Data Analyst – Institutional Effectiveness and College Relations

Wilkerson Summers, Regina G. – Educational Advisor – Academic Advising & First Year Success

Tucker, Kytia S. – Accountant I – Financial Operations

the agreements on behalf of the College of Central Florida.

The Board was asked to approve the disposal of property in accordance with applicable state law, State Board of Education and Board Policy in the amount of \$79,450.23

The Board was asked to ratify approval of seven (7) Health Care Affiliation & Internship Agreements and give authorization to the Board Chair, President and/or designee to sign

The Board was asked to ratify approval of two (2) Agreement for Services of International Independent Contractors and give authorization to the Board Chair, President and/or designee to sign the agreements on behalf of the College of Central Florida.

The Board was asked to approve the CareerSource Citrus Levy Marion memorandum of Understanding - Renewal and give authorization to the Board Chair and President to sign the agreement on behalf of the College of Central Florida.

The Board was asked to approve the Citrus County School Board Articulation Agreement 2024-2025- Renewal and give authorization to the Board Chair to sign the agreement on behalf of the College of Central Florida.

The Board was asked to approve the First Assembly Christian School Articulation Agreement 2024-2025- Renewal and give authorization to the Board Chair to sign the agreement on behalf of the College of Central Florida.

The Board was asked to approve the First Place Academy Articulation Agreement 2024-2025- Renewal and give authorization to the Board Chair to sign the agreement on behalf of the College of Central Florida.

The Board was asked to approve the Gilchrist County School Board Articulation Agreement 2024-2025- Renewal and give authorization to the Board Chair to sign the agreement on behalf of the College of Central Florida.

Property Donations/Dispositions

Health Care Affiliation & Internship Agreements

Agreement for Services of International Independent Contractors

CareerSource Citrus Levy Marion Memorandum of Understanding – Renewal

Citrus County School Board Articulation Agreement 2024-2025-Renewal

First Assembly Christian School Articulation Agreement 2024-2025-Renewal

First Place Academy Articulation Agreement 2024-2025-Renewal

Gilchrist County School Board Articulation Agreement 2024-2025-Renewal The Board was asked to approve the Inverness Christian Academy Articulation Agreement 2024-2025- Renewal and give authorization to the Board Chair to sign the agreement on behalf of the College of Central Florida.

Inverness Christian Academy Articulation Agreement 2024-2025-Renewal

The Board was asked to approve the Liberty Christian Preparatory Academy Articulation Agreement 2024-2025- Renewal and give authorization to the Board Chair to sign the agreement on behalf of the College of Central Florida.

Liberty Christian Preparatory Academy Articulation Agreement 2024-2025 – Renewal

The Board was asked to approve the Ocala Christian Academy Articulation Agreement 2024-2025- Renewal and give authorization to the Board Chair to sign the agreement on behalf of the College of Central Florida.

Ocala Christian Academy Articulation Agreement 2024-2025-Renewal

The Board was asked to approve the Redeemer Christian School Articulation Agreement 2024-2025- Renewal and give authorization to the Board Chair to sign the agreement on behalf of the College of Central Florida.

Redeemer Christian School Articulation Agreement 2024-2025 – Renewal

The Board was asked to approve the Seven Rivers Christian School Articulation Agreement 2024-2025- Renewal and give authorization to the Board Chair to sign the agreement on behalf of the College of Central Florida.

Seven Rivers Christian School Articulation Agreement 2024-2025 – Renewal

The Board was asked to approve the Solid Rock Christian Academy Articulation Agreement 2024-2025- Renewal and give authorization to the Board Chair to sign the agreement on behalf of the College of Central Florida.

Solid Rock Christian Academy Agreement 2024-2025- Renewal

The Board was asked to approve the Souls Harbor Christian School Articulation Agreement 2024-2025- Renewal and give authorization to the Board Chair to sign the agreement on behalf of the College of Central Florida.

Souls Harbor Christian Academy Articulation Agreement 2024-2025 – Renewal

The Board was asked to approve the Sumter County School Board School Career Pathways Agreement- Renewal and give authorization to the Board Chair to sign the agreement on behalf of the College of Central Florida.

Sumter County School Board – Career Pathways Agreement – Renewal

The Board was asked to approve the Agreement to Sublease the Airport Facility Driving Pad to E-One - Renewal and give authorization to the Board Chair to sign the agreement on behalf of the College of Central Florida.

Agreement to Sublease the Airport Facility Driving Pad to E-One-Renewal

The Board was asked to approve the Agreement to Sublease the Airport Facility Driving Pad to Marion County Sheriff's Office - Renewal and give authorization to the Board Chair to sign the agreement on behalf of the College of Central Florida.

Agreement to Sublease the Airport Facility Driving Pad to Marion County Sheriff's Office – Renewal

The Board was asked to approve the Agreement to Sublease the Airport Facility Driving Pad to City of Ocala Police Department - Renewal and give authorization to the Board Chair to sign the agreement on behalf of the College of Central Florida.

Agreement to Sublease the Airport Facility Driving Pad to City of Ocala Police Department- Renewal

The Board was asked to approve the Agreement to Sublease the Airport Facility Driving Pad to Wildwood Police Department - Renewal and give authorization to the Board Chair to sign the agreement on behalf of the College of Central Florida.

Agreement to Sublease the Airport Facility Driving Pad to Wildwood Police Department – Renewal The Chair presented the Consent Agenda for approval. Upon a motion by Trustee Brancato, seconded by Trustee Roberts, and unanimously carried, the Board approved the items on the Consent Agenda. Copies of all materials relating to this portion of the agenda are on file in the President's office.

Approval of Consent Agenda

OTHER BUSINESS

The Board was asked to approve the CF Roads Scholars Proposed Spring 2025 Trip to Costa Rica for service learning. After a discussion of service projects completed from the 2024 trip, upon a motion by Trustee Edgar, seconded by Trustee Roberts and unanimously carried, the Board approved the CF Road Scholars Proposed Spring 2025 Trip.

CF Road Scholars Proposed Spring 2025 Trip

The Board was asked to approve the Revisions to Annual Institutional General Education Review for corrections to course descriptions, general education designation and/or course objective for several courses as recommended by the Articulation Coordinating Committee. Upon a motion by Trustee Brancato, seconded by Trustee Edgar and unanimously carried, the Board approved the Revisions to Annual Institutional General Education Review and authorizes the Chair to sign on behalf of the College of Central Florida.

Revisions to Annual Institutional General Education Review

The Board was asked to approve the Building Bridges Academy Articulation Agreement 2024-2025. This is a new partnership with the college using our standard agreement outlining fees, costs and responsibilities of all parties. Upon a motion by Trustee Roberts, seconded by Trustee Brancato and unanimously carried, the Board approved the Building Bridges Academy Articulation Agreement and authorized the Chair to sign on behalf of the College of Central Florida.

Building Bridges Academy Articulation Agreement 2024-2025

The Board was asked to approve the Dixie County School Board Articulation Agreement 2024-2025. This is also a new partnership with the college using our standard agreement outlining fees and responsibilities of all parties. Upon a motion by Trustee Brancato, seconded by Trustee Edgar and unanimously carried, the Board approved the Dixie County School Board Articulation Agreement and authorized the Chair to sign on behalf of the College of Central Florida.

Dixie County School Board Articulation Agreement 2024-2025

The Board was asked to approve the Next Generation Christian Academy Articulation Agreement 2024-2025. This is a new partnership with the college using the standard agreement outlining requirements and responsibilities. Upon a motion by Trustee Edgar, seconded by Trustee Roberts and unanimously carried, the Board approved the Next Generation Christian Academy Articulation Agreement and authorized the Chair to sign on behalf of the College of Central Florida.

Next Generation Christian Academy Articulation Agreement 2024-2025

The Board was asked to approve the Riverland Christian Academy Articulation Agreement 2024-2025. This is a new partnership with the college using the standard agreement outlining requirements and responsibilities of all parties. Upon a motion by Trustee Brancato, seconded by Trustee Roberts and unanimously carried, the Board approved the Riverland Christian Academy Articulation Agreement and authorized the Chair to sign on behalf of the College of Central Florida.

Riverland Christian Academy Articulation Agreement 2024-2025

The Board was asked to ratify the Marion County Public Facilities and Improvement Agreement as allocated by Section 9901 of the American Rescue Plan Act. After a discussion, a motion by Trustee Edgar, seconded by Trustee Roberts and unanimously carried, the Board approved the ratification of the Marion County Public Facilities and Improvement Agreement as signed by the Chair, President and council.

Marion County Public Facilities and Improvement Agreement The Board was asked to approve the 2025 College of Central Florida Legislative Priorities for program expansion, recurring and operational funding for workforce programs. After a brief discussion with some minor wordsmithing, a motion by Trustee Edgar, seconded by Trustee Roberts and unanimously carried, the Board approved the 2025 College of Central Florida Legislative Priorities. A final copy will be sent to the trustees.

Legislative Priorities

ACKNOWLEDGE RECEIPT

Chuck Prince, Vice President of Administration and Finance, reviewed the highlights and variance analysis of the Monthly Financial Summary Report of revenues and expenses for the periods of June 2024 for the comparative fiscal years 2022-2023 and 2023-2024 and July 2024 for the comparative fiscal years of 2023-2024 and 2024-2025. The report also included additional financial information about all operating funds at the college. The Chair acknowledged receipt of the reports on behalf of the Board.

Financial Information-Monthly Financial Summary Report

FOR INFORMATION ONLY

Dr. Tammi Viviano-Broderick presented an Accreditation Reaffirmation and Quality Enhancement Plan update for the Board including a timeline of events reviewing what started in the fall of 2023 progressing to the completion slated for Fall of 2025. A review of the working goal, responsibilities of various departments and steps was included. A brief discussion of choosing a Trustee as the accreditation liaison was discussed and will

SACSCOC Accreditation

Dr. Henningsen presented an Operational Update including Fall enrollment up by 5.5% student headcount with a 6.2% FTE. Enrollment is up in all academic divisions with Health Sciences leading the way with a 21% increase. A brief update of the new federal requirements for Title IX, but no changes to processes at this time; MCHD approved transferring naming rights of the new nursing building back to CF allowing a finalization of a \$3 million gift to the CF foundation to support Nursing and Allied Health Programs; and an update about the transfer of college employees to the state health plan effective January 1.

Operational Update

There were no Trustee comments at this time.

BOARD CHAIR/TRUSTEE COMMENTS

Dr. Henningsen presented the President's Report to the board which included updates about the welcome-back-to-campus events for students, Faculty workshops, Citrus County Promise Scholarship, international students and many other updates of the good news across all campuses and the Appleton.

PRESIDENT'S REPORT

<u>Next Board Meeting.</u> Our next meeting will be held **Wednesday**, **September 27**, **2023 at 3 p.m.** at the Hampton Center.

Next Board Meeting

There being no further business to come before the Board, Chair Durrance adjourned the meeting at 4:13 pm.

ADJOURNMENT

Bobby Durrance, Chair

be to a future meeting.

James D. Henningsen, Secretary

COLLEGE OF CENTRAL FLORIDA

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AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 2, 2024

SUBJECT: Personnel Actions

INITIATOR: Jennifer Klepfer

Director – Human Resources

THROUGH: Charles A. Prince

Vice President, Administration & Finance

DATE: September 18, 2024

OBJECTIVE AND PERTINENT FACTS:

The College routinely requests that the District Board approves personnel actions.

RECOMMENDATION/ACTION REQUESTED:

That the Board approves the personnel actions as noted in report.

PERSONNEL ACTIONS

FOR THE SEPTEMBER 25, 2024 MEETING

Recommend Board approval of the following:

<u>Full -Time Positions</u>: That the record indicates that the following person(s) were authorized by the President to fill the following full-time position(s) by funding source:

Operating Fund 1:

Meahl, Linda M. – Staff Assistant III – Health Sciences – September 03, 2024

Grants and Contracts – Fund 2:

None this reporting period.

Auxiliaries – Fund 3:

None this reporting period.

Reorganizations:

None this reporting period.

Adjunct Instructors: That the following persons be appointed to teach credit courses on a termby-term basis as needed:

Brown, Jason C.	Elkins, Kerry M.	Mead, Floyd A.
Chambers, Courtney R.	Evans, Corey Scott	Skelley, Morgan E.
Dorland, Jacob M.	Fried, Dennis A.	Sharp, Marilyn S.

<u>Instructors, Hourly – Non-Credit:</u> That the following persons be appointed to teach non-credit Continuing Education Criminal Justice, Public Service or Corporate Training courses on an asneeded basis:

Anderson, Barbara J.	McDonald, Shelby R.	Rollerson, Drumeka S.
Belger, Chad D.	Moody, Timothy L.	Turner, Jr., Gerald A.
Kendrick, Jerimiah	O'Brien, Zane M.	Whiteley, Cody
Laxton, Daniel M.	Prashad, Rakesh	Wiese, Michael L.
Kocik, Richard A.		

Temporary Part-Time Professional:

Johnson, Tamara C. Perez, Nina I.

Temporary Part - Time Career Service: OPS

Desilets, Ryan M. Kargul, Jo Ann M. Schultz, Christine S.

Hightower, Lydia E. Rodriguez Polanco, Liudmila

<u>Temporary Part -Time Hourly:</u> That the record indicates that the following persons were authorized by the President to fill temporary positions to be paid an hourly rate of \$15.00:

Boring, Emily Medina Rios, Marolyn J. Wallace, Dillon S. Durst, Sarah E. Pacheco, Tiani L. Zafrani, Joshua

Lozada, Tatjanna J.

Notification of engagement in outside employment or extra college activities:

Moore-Ambrosia, Jennifer M. Sepulveda, Thelma L. Vann, William J. Venezio, Allen J. Witkowich, Lori A.

Retirements: That the following individual(s) be approved for retirement:

None this reporting period.

Resignations:

Johnson, Tamara C. – Staff Assistant II – Educational Opportunity Center – September 15, 2024

Terminations:

None this reporting period.

Separation due to Internal Transfer – No Break in Service:

None this reporting period.

Separation from the College due to end of Temporary Appointment:

None this reporting period.

Separation from the College due to end of Grant Funding:

None this reporting period.

Separation from the College due to Leave of Absence:

None this reporting period.

Separation from the College due to Elimination of Position:

None this reporting period.

<u>Completion of 90-Day Observation Period:</u> The following employee(s) successfully completed the required 90-day observation period:

Clark, Tyrone – Grounds and Inmate Supervisor – Facilities Melo, Jonathan – Purchasing Agent & Risk Management - Purchasing Wells, Rory S. – Director – Instructional Services – Citrus

COLLEGE OF CENTRAL FLORIDA

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AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 2, 2024

SUBJECT: Property Donations/Dispositions

INITIATOR: Charles A. Prince

Vice President of Administration & Finance

DATE: September 18, 2024

OBJECTIVE AND PERTINENT FACTS:

By law, the Board is required to account for all property. Periodically, donations and dispositions are brought to the Board for recording and, subsequently, entered into our property records as required. This report covers donations and dispositions received by the College. Appropriate letters of appreciation have been or will be sent on behalf of the Trustees.

RECOMMENDATION/ACTION REQUESTED:

DISPOSITIONS

That the District Board of Trustees approves the disposition of all surplus property in accordance with the applicable state law, State Board of Education Rules, and CF Board Rules, including disposition of property, **capitalized** and **not capitalized**, which has been declared surplus. Disposition may include public auction, cannibalization, or other methods as deemed appropriate.

SEE ATTACHED LISTING: 20 Total: \$40,933.30

School Tag #	Description	Dept. Respon.		isposal Code	Disposal Date	Acquired Price
0000002898	BRAKE, USED 10' 16 QUAGE, GREEN	FAC	02/02/1993	PBA		3,250.00
0000005382	PAINT SPRAYER W/GUN AND HOSE	FAC	09/17/1999	PBA		2,025.00
0000007685	PLASMA DISPLAY 42" TV	CS	10/01/2003	PBA		4,301.99
0000008976	LAPTOP, THINKPAD T60	CS	02/07/2007	PBA		2,383.62
0000009064	SAFE, FIRE MEDIA	во	04/20/2007	PBA		1,064.80
0000009965	APC SMART-UPS 3000	CS	10/01/2008	PBA		1,216.94
0000010034	DIGITAL RECORDER, MARANTZ PMD580	CS	07/15/2009	PBA		1,098.00
0000010035	DIGITAL RECORDER, MARANTZ PMD580	CS	07/15/2009	PBA		1,098.00
0000010660	COMPUTER, THINKCENTRE ALL IN ONE	CS	12/07/2011	PBA		899.17
0000010701	VEHICLE, SUV, 2006 SATURN VUE (EMS)	EMS	01/24/2012	PBA		1,500.00
0000010794	WELDER, ESAB MTS 35001	WELD	04/18/2012	PBA		2,989.41
0000011033	STAGE LIGHTING CONTROLLER, MARTIN	V&PA	12/04/2013	PBA		11,486.61
0000011046	SWITCH, 2960-24PDL	CS	01/23/2014	PBA		1,295.00
0000011074	SWITCH, CISCO 2960 48FPD	CS	03/26/2014	PBA		2,545.00
0000013269	DISPLAY LG, HDR 4K 65' LED	CS	09/22/2021	PBA		871.00
0000054588	COMPUTER, THINKCENTRE TOWER M58	CS	04/29/2009	PBA		648.00
0000054618	PROJECTOR, EPSON 822	CS	07/15/2009	PBA		694.00
0000054887	COMPUTER, THINKPAD X120E	CS	04/20/2011	PBA		443.25
0000054988	COMPUTER, THINKPAD X120E	SCI	04/20/2011	PBA		443.25
0000055010	COMPUTER, THINKCENTRE SFF M91P	CS	06/13/2012	PBA		680.26
20 Recor	======================================	=====	=======			40,933.30

COLLEGE OF CENTRAL FLORIDA

4

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 2, 2024

SUBJECT: Curriculum Changes

INITIATOR: Dr. Mark Paugh, Vice President for Academic Affairs

DATE: September 18, 2024

OBJECTIVE AND PERTINENT FACTS:

The Curriculum Committee recommended at its August 29, 2024 meeting that the attached changes to the college curriculum be approved. The President recommends these changes for Board approval.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the proposed curriculum changes.



MEMORANDUM

TO: Dr. Mark Paugh, Vice President, Academic Affairs

FROM: Shana M. Miller, Coordinator, Curriculum Services and Faculty Credentialing

DATE: August 29, 2024

SUBJECT: Approved Curriculum Actions – Curriculum Changes – August 2024

The following curriculum changes were approved by the Curriculum Committee at its August 29, 2024 meeting, and are awaiting approval by the District Board of Trustees:

Proposal 2024-1 – Amy Osborne

Course Modification

- CTS2143 Server Fundamentals (3 credits)
 - o Change classification from Parallel to Occupational

Please let me know if you need any additional information.

Thank you.

COLLEGE OF CENTRAL FLORIDA

5

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 2, 2024

SUBJECT: Health Care Affiliation & Internship Agreements

INITIATOR: Charles A. Prince

Vice President of Administration & Finance

DATE: September 18, 2024

OBJECTIVE AND PERTINENT FACTS:

HEALTH CARE AGENCY AFFILIATION & INTERNSHIP AGREEMENTS

The President or his designee has signed the following Health Care Agency Affiliation and Internship Agreement(s), as authorized by the District Board of Trustees. These agreement(s) provide the facilities necessary for students enrolled in health-related programs at the College of Central Florida to obtain clinical and internship experience. The name of the agency and approval date is noted below:

HEALTH CARE AGENCY	DATE OF SIGNATURE
Citrus County Health Department	9/04/2024
Marion County Health Department	9/04/2024

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees ratify approval of the Health Care Agency Affiliation and Internship Agreement(s).

AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF HEALTH CITRUS COUNTY HEALTH DEPARTMENT AND

THE DISTRICT BOARD OF TRUSTEES OF COLLEGE OF CENTRAL FLORIDA

The purpose of this affiliation agreement is to guide and direct a working relationship between the State of Florida, Department of Health, Citrus County Health Department, hereinafter referred to as the "DEPARTMENT", and the District Board of Trustees of College of Central Florida, by and through its health services program, an institution providing health related education, hereinafter referred to as the "SCHOOL", for the provision of learning opportunities for students in health service programs.

RECITALS

The SCHOOL agrees:

- 1. To provide competent faculty for the planning and implementation of instruction, teaching, guidance, supervision, and evaluation of health services students, and to be responsible for the education program, academic affairs, and assessment of the students.
- 2. To require its students to work in accordance with all DEPARTMENT procedures, policies, protocols, rules, and regulations in carrying out the relationship described herein and in making plans for the observation of and/or practice in the health services program at DEPARTMENT facilities.
- 3. To provide or assure that students have the necessary, required, and appropriate books, periodicals and teaching materials for SCHOOL's educational program.
- 4. To submit to the DEPARTMENT a schedule indicating the number and names of students who will be participating in an internship under this agreement and the names of the faculty members who will be (indirectly or academically) supervising students during the students' rotation at DEPARTMENT facilities.
- 5. To plan student assignments in consultation with a representative of the DEPARTMENT.
- 6. To designate a contact person for evaluation and scheduling of student rotations and facilitation of communication between the parties.
- 7. To provide direct supervision of students whenever students are at DEPARTMENT facilities or indirect academic supervision of students engaged in a mutually agreeable practicum experience with a preceptor at the DEPARTMENT.
- 8. To initiate and/or participate in group conferences, as requested by DEPARTMENT at mutually agreed upon times, with a designee of the DEPARTMENT for the purpose of discussing objectives of the learning experiences and student performance in caring for patients.
- 9. To ensure that general and professional liability insurance insuring the SCHOOL, its

employees, and its students who will be participating under this agreement, with limits of liability coverage in the amount of not less than Two Hundred Thousand Dollars (\$200,000) per claimant and Three Hundred Thousand Dollars (\$300,000) per occurrence, is obtained and maintained throughout the term of this agreement and any renewal thereof.

- 10. It is a material term of this agreement and necessary that the SCHOOL, its employees, and its students who will be participating under this agreement are covered under a general and professional liability policy with the abovementioned limits. However, it is not necessary that the SCHOOL, its employees, and its students who will be participating under this agreement are all covered under the same policy. As evidence of such coverage, the SCHOOL shall furnish to the DEPARTMENT applicable certificates of insurance sufficient to demonstrate full satisfaction of the requirements of this paragraph prior to students beginning their internship under this agreement and upon request thereafter. SCHOOL shall immediately inform DEPARTMENT of any lapses or changes to coverages that would bring SCHOOL out of compliance with this paragraph. Failure of the SCHOOL to ensure that such coverage is obtained and maintained shall be grounds for immediate termination of this agreement. If the SCHOOL is a public college or university in Florida, the SCHOOL may be self-insured through the State Risk Management Trust Fund, established pursuant to section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services, or may be otherwise insured pursuant to the provisions of section 1004.24, Florida Statutes.
- 11. To be fully responsible for its acts of negligence, or its agents'/students' acts of negligence when acting within the scope of their employment, education, or agency in connection with this Agreement, and agrees to be liable for any damages resulting from said negligence.
- 12. Unless SCHOOL is a state agency or subdivision under section 768.28, Florida Statutes, or otherwise protected by sovereign immunity under its respective state law, to be liable for and indemnify, defend, and hold harmless the DEPARTMENT and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including reasonable attorneys' fees and costs, arising out of any negligent act, actions, neglect, or omissions by the SCHOOL, its agents, students, or employees during the performance or operation of this Agreement or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property. Nothing herein is intended to serve as a waiver of sovereign immunity by any school to whom sovereign immunity may be applicable nor consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
- 13. To require that students maintain confidentiality of all data, files, and client records related to the services provided pursuant to this agreement and comply with state and federal laws, including, but not limited to, section 456.057, Florida Statutes, and 45 Code of Federal Regulations Parts 160, 162 and 164. The SCHOOL will require students' compliance with any applicable professional standards of practice with respect to patient confidentiality. Procedures will be implemented by the SCHOOL to require students to comply with the protection and confidentiality requirements outlined in the Department of Health Information Security Policies, Protocols, and Procedures, as amended, and Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), which are incorporated herein by reference. The SCHOOL will require that, prior to beginning their internship at the Department, students be trained in all aspects of ethical standards pertaining to confidentiality issues and privacy rights including federal Privacy Rules and applicable state confidentiality laws. Solely for the purpose of defining students' roles in relation to the use and disclosure of the DEPARTMENT'S protected health

information, the students are defined as members of the DEPARTMENT'S workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this agreement. However, students are not and shall not be considered employees of the DEPARTMENT. This paragraph is not applicable to any students who do not access any confidential information.

To keep and maintain public records in accordance with the provisions of Chapter 119, 14. Florida Statutes, including all public records required by the DEPARTMENT to perform the services entailed in this agreement, and to provide the public with access to such public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; to ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the term of the agreement, including all renewals, and following completion of the agreement if SCHOOL does not transfer the records to DEPARTMENT; to meet all requirements for retaining public records as set forth in law and DEPARTMENT's retention schedules; and, upon completion of the contract, to transfer to the DEPARTMENT, at no cost to DEPARTMENT, all public records in possession of the SCHOOL and to destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT.

If the SCHOOL has questions regarding the application of Chapter 119, Florida Statutes, to the SCHOOL's duty to provide public records relating to this contract, contact the custodian of public records at (850)245-4005, PublicRecordsRequest@flhealth.gov or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.

To assure that all students are background screened and meet the Level 2 screening requirements of section 435.04, Florida Statutes, prior to students beginning their internship at the DEPARTMENT. The SCHOOL agrees take steps to assure that students, and any SCHOOL personnel that accompany students or have access to DEPARTMENT's confidential records, inform the DEPARTMENT's designated contact person immediately if an arrest is made or a court disposition is entered for any disqualifying offense while participating in this internship. The DEPARTMENT will immediately remove the student from the internship program, or the personnel from further involvement in the program or access to records, if DEPARTMENT determines, in its sole discretion, that continued involvement of that student or personnel would violate the requirements of section 435.04, Florida Statutes, or would otherwise pose a risk to health or safety of any individual(s) or the public. The DEPARTMENT shall not be responsible for any costs associated with this paragraph.

The DEPARTMENT agrees:

- 1. To provide <u>health service</u> students accepted into this internship program access to a planned supervised program of internship experience for the area(s) of practice/study mutually agreed upon by the parties.
- 2. To provide designated staff members as internship supervisors for students. For clinical

experiences, such staff members shall be duly licensed, qualified, and experienced with no less than one year of clinical experience in their designated field and possess sufficient experience to safely and effectively supervise students participating in the rotation. The DEPARTMENT's provision of such supervisors will not substitute for or diminish the requirement that SCHOOL provide faculty supervision as set forth in Paragraph 7 above.

- 3. To designate a contact person for evaluation and scheduling of student rotations and facilitation of communication between the parties.
- 4. To make available to the students of the SCHOOL the DEPARTMENT facilities as agreed upon by both designated contact persons.
- 5. To retain overall responsibility for the quantity and quality of patient care in DEPARTMENT facilities.
- 6. To give SCHOOL five days' notice prior to removing from the internship program any students not comporting themselves in accordance with the procedures, protocols, regulations, rules, or statutes governing the DEPARTMENT unless DEPARTMENT deems immediate removal necessary, which such removal and determination of immediate necessity shall be at the sole discretion of the DEPARTMENT.
- 7. To provide as available the physical facilities, equipment, supplies, and patients to supplement an educational program in accordance with the objective of providing an internship experience to health-services students. Notwithstanding the foregoing, the DEPARTMENT may, at its discretion, temporarily remove access to facilities, equipment, supplies, and patients in the interest of the health or safety of patients, employees, students, or other interns.
- 8. The DEPARTMENT, a state agency or subdivision, is self-insured through the State Risk Management Trust Fund established pursuant to section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services. The DEPARTMENT certifies that it maintains and agrees to continue to maintain during the term of this agreement, general and professional liability protection coverage through the State Risk Management Trust Fund, and that this protection extends to the Department of Health, its officers, employees, and agents, and covers statutory liability exposure to the limitations described in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties. The DEPARTMENT cannot insure or indemnify the SCHOOL, its officers, employees, students, and agents, or any third parties.
- 9. For student rotations designated by the SCHOOL as non-clinical, students will not participate in patient care or any other clinical activities while at the DEPARTMENT.

General Terms:

1. <u>Independent Contractor</u>: No relationship of employer/employee, principal/agent, or other association shall be created by this agreement between the parties or their directors, officers, agents, students, or employees. Students shall, at all times, be considered "independent" and shall, under no circumstances, be considered employees of the DEPARTMENT. The parties agree that they will never act or represent that they are acting as an agent of the other or incur

any obligations on the part of the other party.

- 2. Remedies; Limitations of Liability: Neither party shall be liable to the other for punitive, exemplary, special, indirect, or consequential damages, including without limitation, lost profits, each party's aggregate liability being limited to the other party's direct damages, and other costs set forth herein. This paragraph may only be interpreted as further limitation of the SCHOOL's and DEPARTMENT'S exposure; it shall not be interpreted as a waiver of sovereign immunity beyond that stated in section 768.28, Florida Statutes. In addition to the foregoing, the DEPARTMENT shall not be liable to students, faculty, or SCHOOL in the event of exposure to an infectious, environmental, occupational, or other hazard not caused by the willful or negligent conduct of the DEPARTMENT.
- 3. <u>Notice</u>: When either party to this Agreement desires to give notice to the other, such notice must be in writing, and delivered by (i) United States certified or registered mail, postage prepaid and return receipt requested, (ii) a nationally recognized overnight delivery service, (iii) personal delivery with a written receipt obtained, or (iv) email transmission with confirmation of receipt provided by the recipient via returned email, at the addresses set forth below. Notices shall be effective upon receipt. Presently, the parties designate the following as the respective places for giving notice:

For DEPARTMENT

Name: Janora Wade
Title: Senior Community Health Nursing Director
Address:3700 W. Sovereign Path, Lecanto, FL 34461
Telephone:352-527-0068
(Fax): 352-527-8858
E-mail: CitrusIntern@flhealth.gov

For SCHOOL

Name: Peggy Recanzone
Title: Recruiter/Outreach Specialist, Health Sciences
School Name: College of Central Florida
Address: 3001 SW College Road, Ocala, FL 34474
(Fax): 352-873-5889

- 4. <u>Term and Renewal</u>: Unless terminated earlier as provided herein, the term of this agreement shall be from 09/01/2024 or the latest date of signature by the parties, whichever is later, through 08/31/2027. This agreement may be renewed on a yearly basis for no more than three years or the term of the original contract, whichever period is longer. Any renewal shall be in writing upon mutual agreement and subject to the same terms and conditions as set forth in this initial agreement.
- 5. <u>Termination</u>: This agreement may be terminated by either party upon no less than 30 calendar days' notice in writing to the other party, with or without cause, unless a lesser time is mutually agreed upon in writing by both parties. Such notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The parties will thereafter work

cooperatively to coordinate the termination of the services provided under this agreement and use their best efforts to schedule such termination on a date that allows internship rotation(s) already in progress to be completed where circumstances permit.

- 6 <u>Entire Agreement and Modification</u>: This agreement represents the entire understanding of the parties with respect to the matters covered herein and supersedes all prior and contemporaneous agreements, representations, and discussion, whether oral or written. This agreement may only be altered, amended, or modified in a writing signed by both parties.
- 7. <u>Jurisdiction and Venue</u>. This agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to its conflict of laws principles. With respect to any action arising out of this agreement, the parties accept the exclusive jurisdiction of the state courts in Florida and agree that venue shall lie exclusively in Citrus County, Florida.
- 8. <u>Capacity</u>: Each individual signing this agreement on behalf of either party individually warrants that he or she has the full legal power to execute this agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this agreement.
- 9. <u>Counterparts</u>: This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- 10. <u>Cooperation with the Inspector General</u>: SCHOOL acknowledges and understands that it has a duty to and will cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, pursuant to section 20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the parties approve this agreement and have caused it to be executed by their undersigned officials who are duly authorized.

COLLEGE OF CENTRAL FLORIDA	STATE OF FLORIDA DEPARTMENT OF HEALTH CITRUS COUNTY HEALTH DEPARTMENT
Signature	Signature
Name: James D. Henningsen	Name: Gayle Guidash, MPH, REHS, CIC
Title: President	Title: Interim Administrator
Date: 914124	Date:

FIRST RENEWAL (# R1) TO THE AGREEMENT BETWEEN STATE OF FLORIDA, DEPARTMENT OF HEALTH MARION COUNTY HEALTH DEPARTMENT and DISTRICT BOARD OF TRUSTEES OF COLLEGE OF CENTRAL FLORIDA

THIS RENEWAL is entered into between the State of Florida, Department of Health, Marion County Health Department, hereinafter referred to as "the Department", and the District Board of Trustees of College of Central Florida, hereinafter referred to as the "School."

As stated on Page 5, Paragraph 4 ("Term and Renewal"), of the Student Affiliation Agreement between the State of Florida, Department of Health, Marion County Health Department and the District Board of Trustees of College of Central Florida, the Department is exercising its option to renew this Agreement as mutually agreed to by both parties beginning on October 2, 2024, and ending on October 1, 2025. As with the original Agreement, the intent of this Renewal is for services only. There is no monetary exchange between the Parties.

All terms and conditions of said original Agreement and any supplements and amendments thereto will remain in force and effect for this Renewal.

IN WITNESS WHEREOF, the Parties have executed this one-page Renewal by their undersigned officials as duly authorized.

DISTRICT BOARD OF TRUSTEES OF COLLEGE OF CENTRAL FLORIDA	STATE OF FLORIDA DEPARTMENT OF HEALTH
	MARION COUNTY HEALTH DEPARTMENT
Signature	Signature
James D. Henringsen	Mark S. Lander
Name	Name
President	CHD Administrator
Title 9/4/24	Title
Date	Date

COLLEGE OF CENTRAL FLORIDA

6

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 2, 2024

SUBJECT: Specialized A. A. Degree Pathways for Direct Connect to UCF

INITIATOR: Dr. Mark L. Paugh, Vice President for Academic Affairs

DATE: September 18, 2024

OBJECTIVE AND PERTINENT FACTS:

HB 1285 has established the ability for Florida College System schools to develop and seek approval to offer and award Specialized Associate of Arts Degrees intended for transfer to specific State University System institution programs.

Direct Connect to UCF leadership has worked with all consortium partners to develop and propose Specialized Associate of Arts degree pathways for 5 specific transfer majors: Business, Biomedical Sciences/Biology, Engineering, Computer Science and Health Sciences. Graduates of these programs would be able to transfer to their respective baccalaureate program at UCF meeting all prerequisite course work, which would be covered by Financial Aid, entering at the Junior level.

RECOMMENDATION/ACTION REQUESTED:

Requesting that the District Board of Trustees approve the 5 Specialized Associate of Arts degree pathways presented and allow the college to make application to the state for formal State Board of Education approval.

AA SPECIALIZED TRANSFER DEGREE – UPDATED PROPOSED REQUIREMENTS OF HB1285 (JANUARY 2024)	1
SAMPLE AA SPECIALIZED TRANSFER DEGREE – BUSINESS	2
SAMPLE AA SPECIALIZED TRANSFER DEGREE – BIOMEDICAL SCIENCES/BIOLOGY	4
SAMPLE AA SPECIALIZED TRANSFER DEGREE – ENGINEERING	5
SAMPLE AA SPECIALIZED TRANSFER DEGREE – COMPUTER SCIENCE	7
SAMPLE AA SPECIALIZED TRANSFER DEGREE – HEALTH SCIENCES	

AA Specialized Transfer Degree – updated proposed requirements of HB1285

(January 2024)

Criteria found in HB1285 ([section 6(b) – line 380 – page 16])

- Must include 36 semester hours of general education coursework
- Must require 60 semester hours or more of college credit
- Designed for FCS institution students who need supplemental coursework in preparation for transfer
- The State Board of Education shall establish criteria for the review and approval of new specialized transfer degrees. The process must require:
 - o Notice of Intent (NOI) to the Division of Florida Colleges
 - NOI includes
 - Recommended credit hours
 - Rationale for the specialization
 - Demand for students entering the field
 - Coursework being proposed to be included beyond the 60 semester hours required for the general transfer degree if applicable
 - o Proposal at a minimum includes
 - Evidence that the coursework for the associate in arts specialized transfer degree includes demonstration of competency in a foreign language pursuant to s.1007.262 and demonstration of civic literacy competency as provided in subsection (5).
 - Demonstration that all required coursework will count toward the associate in arts degree or the baccalaureate degree
 - An analysis of demand and unmet need for students entering the specialized field of study at the baccalaureate level.
 - Justification for the program length if it exceeds 60 credit hours, including references to the common perquisite manual or other requirements for the baccalaureate degree. This includes documentation of alignment between the exit requirements of an FCS institution and the admissions requirements of a baccalaureate program at a state university to which students would typically transfer.
 - Articulation agreements for graduates of the associate in arts specialized transfer degrees.

<u>Sample AA Specialized Transfer Degree – Business</u>

Common Program Prerequisites (CPP) & Core Courses – NOTE: <u>UCF</u> requires a "C" or higher for CPPs

- ACG X021C *+^
- ACG X071C *+^
- CGS X100C +^
- ECO X013 +^
- ECO X023 +^
- Choose one of the two following options:
 - O MAC X233 *+^ & STA X023 +^
 - O MAC X311 *+^ & MAC X312 *+^

Coursework for Bus. Calc. & Stats Pathway Credits (Applicable for the following BSBA degrees: Accounting; Economics; Economics, Business Analytics Track; Finance; Integrative Business; Management; Marketing; & Real Estate)

SLS X122 – New Student Experience	3	
ENC X101 – Freshman Composition I*+	3	
Civic Literacy Social Science Core	3	
MAC X105 – College Algebra*+	3	
ENC X102 – Freshman Composition II*+	3	
MAC X233 – Calculus for Business and Social Science *+^	3	
ACG X021C – Principles of Financial Accounting *+^	3	
SPC X608 – Speech or SPC X017 – Communication	3	
Humanities Core	3	
ACG X071C – Principles of Managerial Accounting *+^	3	
Humanities Institutional*+	3	
ECO X013 – Principles of Economics - Macro +^	3	
Science Core	3	
ECO X023 – Principles of Economics - Micro +^	3	
CGS X100C – Computer Fundamentals and applications +^	3	
Social Science Institutional*+	3	
Science Core or Institutional	3	
STA X023 – Statistical Methods +^	3	
Electives	6	60

Coursework for Calculus Pathway (not a popular pathway for typical business majors students) - (Applicable for the following BSBA degrees: Accounting; Finance; Integrative Business; Management; Marketing; & Real Estate)

Coursework	Credit Hrs.	
SLS X122 – New Student Experience	3	
ENC X101 – Freshman Composition I*+	3	
Civic Literacy Social Science Core	3	
ENC X102 – Freshman Composition II*+	3	
ACG X021C – Principles of Financial Accounting *+^	3	
SPC X608 – Speech or SPC X017 – Communication	3	
Humanities Core	3	

Humanities Institutional*+	3	
Science Core	3	
ECO X013 – Principles of Economics - Macro +^	3	
Social Science Institutional*+	3	
Science Core or Institutional	3	
ACG X071C – Principles of Managerial Accounting *+^	3	
ECO X023 – Principles of Economics - Micro +^	3	
CGS X100C – Computer Fundamentals and applications +^	3	
MAC X311 Calculus with Analytic Geo. I *+^	5	
MAC X312 – Calc. w/Analytic Geom. II*+^	5	
Electives	7	
Total degree requirements		62

Key:

- * Class has a prerequisite
- + Class requires "C" grade or higher.
- ^ Course may require a specific grade for transfer institution
- ~ Must be paired with MUL 1010 to earn Humanities credit.

Bold – Common Program Prerequisite (included in sample plan)

Notes: See the Health Services Administration degree for an alternate pathway using similar prerequisites.

Sample AA Specialized Transfer Degree - Biomedical Sciences/Biology

Common Program Prerequisites (CPP) & Core Courses– NOTE: <u>UCF</u> requires a "C" or higher for CPPs

- BSC X010C *+^
- BSC X011C*^
- CHM X045C *+^
- CHM X046C *+^
- CHM X210C *+^
- CHM X211C *+^
- STA X023*+^
- MAC X311*+^ (Biomedical or Biology) or MAC X233 *+^ (Biology)
- PHY X053C*+^ and PHY X054C*+^

Coursework	Credit Hrs.	
SLS X122 – New Student Experience	3	
ENC X101 – Freshman Composition I*+	3	
BSC X010C – General Biology I*^ BSC 2010 & 2010 L	4	
BSC X011C*^ General Biology II BSC 2011 & 2011 L	4	
CHM X025C – Intro. to General Chemistry CHM 1025 & 1025 L	4	
ENC X102 – Freshman Composition II*+	3	
Humanities Institutional*+	3	
CHM X045C – Gen. Chem. w/ Qual Analysis I*^CHM 2045 & 2045 L	4	
Humanities Core	3	
MAC X311 – Calculus with Analytic Geo. I*+^	5	
OR		5/3
MAC X233 – Calculus for Business *+^	3	
Civic Literacy Social Science Core	3	
CHM X046C – Gen. Chem. w/ Qual Analysis II*^CHM 2046 &	4	
2046L		
CHM X210C – Organic Chemistry I*^CHM 2210 & 2210 L	4	
PHY X053C College Physics I *+^ and	8	
PHY X054C College Physics II*+^		
SPC X608 – Speech or SPC X017 – Communication	3	
Social Science Institutional*+	3	61/59
Additional CPPs beyond 60 for Biomedical Sciences		
CHM X211C *+^ Organic Chemistry II	4	
STA X023*+^ Statistical Methods	3	7
Total degree requirements		68/66

Kev

- * Class has a prerequisite
- + Class requires "C" grade or higher.
- ^ Course may require a specific grade for transfer institution
- ~ Must be paired with MUL 1010 to earn Humanities credit.

Bold – Common Program Prerequisite (included in sample plan) and should be completed for admission into the major.

<u>Sample AA Specialized Transfer Degree – Engineering</u>

Common Program Prerequisites (CPP) & Core Courses – NOTE: <u>UCF, UF</u>, <u>USF UNF</u> requires a "C" or higher for CPPs

- MAC X311*+^
- MAC X312*+^
- MAC X313*+^
- MAP X302*^
- PHY X048C*+^
- PHY X049C*^
- CHM X045C*^

Coursework	Credit Hrs.	
SLS X122 – New Student Experience	3	
ENC X101 – Freshman Composition I*+	3	
Civic Literacy Social Science Core	3	
CHM X025C – Intro. to General ChemistryCHM 1025 & 1025L	4	
ENC X102 – Freshman Composition II*+	3	
SPC X608 – Speech or SPC X017 – Communication	3	
Humanities Core	3	
Humanities Institutional*+	3	
CHM X045C – Gen. Chem. w/ Qual Analysis I*^CHM 2045 & 2045L	4	
MAC X311 – Calculus with Analytic Geo. I*+^	5	
Social Science Institutional*+	3	
PHY X048C*+^ and PHY X049C*+^	10	
General Physics with Calculus I and II		
MAC X312 – Calc. w/Analytic Geom. II*+^	5	
MAC X313 – Calc. w/Analytic Geom. III*+^	4	
MAP X302 – Differential Equations*^	3	
EGN X007C – Engineering Concepts and Methods	1	
EGN X440 Probability and Statistics for Engineers	3	
EGS X006C Introduction to the Engineering Profession	1	64
Additional Courses which must be completed prior to enrolling in		
the following degree programs: Mechanical, Aerospace, Industrial		
Engineering.		
EGN X312 Engineering Analysis – Statics*+^	3	
EGN X322 Engineering Analysis – Dynamics*+^	3	
EGN X373 Principles of Electrical Engineering*+^	3	
COP 2220 C Programming *+^or COP 3275#*+^	3	
		12
Total degree requirements		76

Additional Courses which must be completed prior to enrolling in the following degree programs: Computer & Electrical		
Engineering.		
EGN 2421 Engineering Analysis +^	3	
EGS 2004C Electrical Networks*+^	3	
COP 3275C C/C++ Programming for Engineers+^	3	
		9
Total degree requirements		73

Total degree requirements		70
		6
EGN X322 Engineering Analysis – Dynamics*+^	3	
EGN X312 Engineering Analysis – Statics*+^	3	
the following degree program: Civil Engineering		
Additional Courses which must be completed prior to enrolling in		

Additional Courses which must be completed prior to enrolling in the following degree program: Construction and Environmental		
Engineering		
EGN X312 Engineering Analysis – Statics*+^	3	
		3
Total degree requirements		67

Additional Courses which must be completed prior to enrolling in		
the following degree program: Material Science and Engineering		
EGN X373 Principles of Electrical Engineering*+^	3	
		3
Total degree requirements		67

Key:

- * Class has a prerequisite
- + Class requires "C" grade or higher.
- ^ Course may require a specific grade for transfer institution
- ~ Must be paired with MUL 1010 to earn Humanities credit.

Bold – Common Program Prerequisite (included in sample plan) and should be completed for admission into the major.

Footnote -

Any course(s) <u>required</u> for the intended major which are not offered at the student's home institution must be completed as a transient student at different State College/Institution prior to enrolling at UCF

<u>Sample AA Specialized Transfer Degree – Computer Science</u>

Common Program Prerequisites (CPP) & Core Courses – NOTE: <u>UCF</u> requires a "C" or higher for CPPs

- COP X220C *+^
- MAC X311*+^
- MAC X312*+^
- PHY X048C*+^
- PHY X049C*^
- Choose 2 of the following:
 - BSC X010C +^
 - BSC X011C*+^
 - CHM X045C*+^
 - O CHM X046C*+^
- Additional Core Requirements
- COP2800C &
 - o COP2805C

Coursework	Credit Hrs.	
SLS X122 – New Student Experience	3	
ENC X101 – Freshman Composition I*+	3	
Civic Literacy Social Science Core	3	
ENC X102 – Freshman Composition II*+	3	
SPC X608 – Speech or SPC X017 – Communication	3	
Humanities Core	3	
MAC X311 & X312 Calculus I and II*+^	10	
Humanities Institutional*+	3	
Social Science Institutional*+	3	
COP X000C Introduction to Programming Concepts	3	
COP X220C C Programming*+^ NEED	3	
COPX800C Java Programming COP 2250Note	3	
COPX805C Advanced Java Programming NEED	3	
PHYX048C General Physics with Calc I*+^	5	
PHYX049C General Physics with Calc II*+^	5	
Choose 2 of the following Science courses:		
CHM X045C – Gen. Chem. w/ Qual Analysis I & II*^CHM 2045 & 2045 L	4	
CHM X046C – Gen. Chem. w/ Qual Analysis II*^ CHM 2046 & 2046L	4	
BSC X010C General Biology I*+^BSC 2010 & 2010 L	4	
BSC X011C General Biology II*+^BSC 2011 7 2011 L	4	64
Additional Core Requirements beyond 60 hrs.		
STA2023 Statistical Methods I <mark>^</mark>	3	
MAC X313 Calculus III*+^	<mark>4</mark>	
MAP X302 – Differential Equations*+^	<mark>3</mark>	
Total degree requirements		<mark>74</mark>

Key:

- * Class has a prerequisite
- + Class requires "C" grade or higher.
- ^ Course may require a specific grade for transfer institution
- $^{\sim}$ Must be paired with MUL 1010 to earn Humanities credit.

Bold – Common Program Prerequisite (included in sample plan)

Footnote -

Student will be admitted as Computer Science (CS) major but will still need to pass COP 3502 and the Foundation Examination before continuing with the major.

<u>Sample AA Specialized Transfer Degree – Health Sciences</u>

Common Program Prerequisites (CPP) & Core Courses – NOTE: <u>UCF</u> requires a "C" or higher for CPPs

- BSC X010C+^
- BSC X011C*+^
- BSC X093C*+^
- BSC X094C*+^
- CHM X045C*+^
- CHM X046C*+^
- PSY X012+^
- STA X023*+^
- Pick one:
 - MAC X114*+^ or
 - O MAC X233*+^ or
 - O MAC X311*+^
- Pick one sequence:
 - PHY X053C & PHY X054C*+^ (8 hrs.) or
 - O PHY X048C*+^ & PHY X049C*^ (8 hrs.)

Coursework	Credit Hrs.	
SLS X122 – New Student Experience	3	
ENC X101 – Freshman Composition I*+	3	
Civic Literacy Social Science Core	3	
CHM X025C – Intro. to General Chemistry	4	
ENC X102 – Freshman Composition II*+	3	
SPC X608 – Speech or SPC X017 – Communication	3	
Humanities Core	3	
STA X023 Statistical Methods	3	
Humanities Institutional*+	3	
PSY X012 General Psychology*+	3	
CHM X045C & CHM X046C – Gen. Chem. w/ Qual Analysis I & II*+^ CHM 2045 & 2045 L, CHM 2046 & 2046 L	8	
BSC X010C & BSC 1011C *+^ General Biology I & II BSC 2010 & 2010 L, BSC 2011 & 2011 L	8	
Social Science Institutional*+	3	
Physics Sequence	8/10	
 PHY X053C & PHY X054C*+^ (8 hrs.) or PHY 1053C PHY 1054C PHY X048C*+^ & PHY X049C*^ (10hrs.) PHY 2048 & 2048 L 		
Choose one math course*+^:		
MAC X114 College Trigonometry	3	
MAC X233 – Calculus for Business and Social Science *+^	3	
MAC X311 Calculus I*+^MAC 2311	5	
BSC X093C & 2094C Human Anatomy & Physiology I and II*^	8	
Total degree requirements		61/63

Key:

- * Class has a prerequisite
- + Class requires "C" grade or higher.
- ^ Course may require a specific grade for transfer institution
- $^{\sim}$ Must be paired with MUL 1010 to earn Humanities credit.

Bold – Common Program Prerequisite (included in sample plan)

Notes: This AA specialized pathway is applicable to Health Sciences Pre-Clinical Track and Health Sciences, Health Promotion Track. See the Health Informatics and Information Management degree for an alternate pathway using similar pre-requisites.

____7

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 2, 2024

SUBJECT: Textbook Affordability Report 2023-2024

INITIATOR: Dr. Mark L. Paugh, Vice President for Academic Affairs

DATE: September 18, 2024

OBJECTIVE AND PERTINENT FACTS:

In accordance with section (s.) 1004.085, Florida Statutes (F.S.), September 30 of each year, the district board of trustees of all Florida College System institutions are required to report to the Florida College System Chancellor, factors that influenced the textbook and instructional materials selected to ensure maximum affordability.

RECOMMENDATION/ACTION REQUESTED:

Requesting that the District Board of Trustees approve the report as presented.

Textbook Affordability for College of Central Florida – Fall 2023 & Spring 2024

Policies and Strategies

1. Please provide a brief update on your institution's established policies that instructors or departments follow regarding providing adequate notice to bookstores on the adoption of required and recommended textbooks and instructional materials.

Textbook notification deadlines for bookstore orders are highlighted on the college's annual Academic Calendar, approximately 60 days in advance of instruction to allow for order processing. Deadlines are reviewed in advance in department and division meetings as well as staff assistant meetings.

2. Describe your institution's selection process for textbook and instructional materials for highenrollment courses, defined as the top 10 courses with the highest course enrollments.

Before textbook adoption is finalized, the academic departments will collect and maintain written or electronic certifications from course instructors attesting that all textbooks and instructional items ordered will be used, particularly each item sold as part of a bundled package; the extent to which a new edition differs substantially from earlier versions; the value of changing to a new edition; and that efforts were made to find less expensive alternatives. In addition, the departmental documentation will indicate whether desk copies of the new adoption will be made available at the Learning Resource Center's Reserve Desk, and the availability of free, equivalent or supplemental material through the Learning Resource Center or an online repository.

Additionally, for all A.A. and A.S. General Education Common Core Courses, a college wide department will choose one official textbook. The department may choose to use materials in addition to the official textbook or individual instructors may add materials in addition to the official textbook.

3.	Identify specific institutional policies or initiatives designed to reduce the cost of textbooks and
	instructional materials. Select all that apply.
	☑ Adoption of Open Educational Resources (OER)
	☑ Usage of digital textbooks and learning objects
	□ Textbook affordability committees
	Mechanisms to assist in buying, renting, selling, and sharing textbooks and instructional materials
	☐ Program(s) with no textbook costs
	☐ Faculty grants for development of textbooks
	☑ Bulk textbook purchasing
	☐ Offering students opt-in provisions for the purchase of materials

☐ Offering students opt-out provisions for the purchase of materials
☑ Consideration of the length of time that textbooks and instructional materials remain in use
☑ Course-wide adoption, specifically for high-enrollment general education courses
☐ Other (please specify): Click or tap here to enter text.
Forty-Five (45) Day Posting Requirement

4. Describe the policies implemented regarding the posting of textbook and instructional materials for at least 95% of all courses and course sections 45 days before the first day of class.

The College shall post on the website, as early as feasible, but not less than 45 days prior to the first day of class for each term, a list of textbooks required for courses offered at the College during the upcoming term. The posted list will include the International Standard Book Number (ISBN) for each required textbook or other identifying information to include, at minimum, all of the following: the title, all authors listed, publishers, edition number, copyright date, published date, and other relevant information necessary to identify the specific textbook or textbooks required for each course. Pursuant to Section 1004.085 (6), Florida Statutes, for those classes added after the forty-five (45) day notification deadline, the College shall post textbook information on the website immediately as such information becomes available

5. Report the number and the total percentage of courses and course sections, including OER and nocost* sections, that were not able to meet the textbook and instructional materials posting deadline for the terms below. Please specify how many sections there were with and without reasonable exceptions.

*A "No-Cost Section" could be a section that does not require textbooks or instructional materials or a section that utilizes no-cost OER.

- **Fall 2023** Total Number of Course Sections 2,036
- Fall 2023 Number/Percentage of Course Sections Able to Meet 45-Day Deadline

Fall 2023 - Number/Percentage of Course Sections Not Able to Meet 45-Day Deadline With an Allowable Exception

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20/2036 = 0.1%
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Fall 2023 - Number/Percentage of Course Sections Not Able to Meet 45-Day Deadline Without an Allowable Exception

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79/2036 = 3.88%
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Spring 2024 – *Total Number of Course Sections*

1,417

• Spring 2024 – Number/Percentage of Course Sections Able to Meet 45-Day Deadline

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1417/1417 = 100%
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 Spring 2024 – Number/Percentage of Course Sections Not Able to Meet 45-Day Deadline With an Allowable Exception

```
0/1417 = 0%
```

 Spring 2024 – Number/Percentage of Course Sections Not Able to Meet 45-Day Deadline Without an Allowable Exception

```
0/1417 = 0%
```

Searchable Textbooks and Instructional Materials List

6. Indicate whether your institution made the list of textbooks and instructional materials searchable by the required components below for this reporting cycle by checking the corresponding box for which the answer is Yes. Not checking a box will indicate the answer is No. Select all that apply.

Required Components

- □ Course title
- Name of the instructor of the course
- ☑ Title of each assigned textbook or instructional material
- ☑ Each author of an assigned textbook or instructional material

If any component of your institution's list was not searchable or missing a required component, please provide a brief explanation and identify activities to come into compliance.

Click or tap here to enter text.

Downloadable Textbooks and Instructional Materials List

7. Describe how your institution made the list of textbooks and instructional materials easily downloadable by current and prospective students.

CF created a web page in the Consumer Information section of our main college web site. This page is titled Textbook Affordability, https://www.cf.edu/about-cf/cf-at-a-glance/consumer-information/textbook-affordability/. It can also be found by doing a search for Textbook Affordability on the web site. On this page is a description and a listing of the searchable PDFs by academic year that are available. Clicking on each link will bring up the PDF for that year. Pressing Ctrl+F will allow the user to search by any term in the PDF.

Icon for No-Cost OER and No-Textbook Course Sections

8.	Indicate how your institution implemented the use of an icon to indicate the status of course sections where no textbook is required or no-cost OER are used. Not checking a box will indicate the answer is N/A. Select all that apply.
	☐ Through Zero Textbook Cost Indicator developed by the Florida Postsecondary Academic Library
	Network.
	☐ Through the bookstore website (vendor or college-managed).
	☐ Through the course registration system.
	☐ Other (please specify): Click or tap here to enter text.
	If your institution did not implement an icon, please provide a brief explanation and identify activities to come into compliance. Click or tap here to enter text.

General Education Core Course Syllabi Components and Forty-Five (45) Day Posting Requirement

9. Indicate whether all general education core course syllabi included the required components below for this reporting cycle by checking the corresponding box for which the answer is Yes. Not checking a box will indicate the answer is No. Select all that apply.

Required Components

- □ Objectives
- Student expectations of the course

If your institution's general education core course syllabi were missing a required component, please provide a brief explanation and identify activities to come into compliance.

Click or tap here to enter text.

10. Indicate whether your institution met the course syllabi posting requirements below for at least 95% of the general education core course sections 45 days before the first day of class for this reporting cycle, with or without reasonable exceptions, by checking the corresponding box for which the answer is Yes. Not checking a box will indicate the answer is N/A. Select only one.

Reasonable exceptions include:

- A faculty member has not yet been assigned to teach the course section before the forty-five (45) day notification deadline.
- The course section is added after the forty-five (45) day notification deadline.

Posting Requirements

	☑ The syllabi for at least 95% of the general education core course sections were posted 45 days before the first day of classes this reporting cycle.
	\Box The syllabi for at least 95% of the general education core course sections <u>were not posted</u> 45 days before the first day of classes this reporting cycle; however, with reasonable exceptions, the college is in compliance.
	\Box The syllabi for at least 95% of the general education core course sections <u>were not posted</u> 45 days before the first day of classes this reporting cycle.
	If your institution did not meet the syllabi posting requirement for which a reasonable exception applies, please provide a brief explanation, and identify activities to come into compliance. Click or tap here to enter text.
Тех	tbook and Instructional Materials List Five-Year (5) Posting Requirement
11.	Indicate whether your institution updated and posted the list of required and recommended textbooks for the preceding five (5) academic years below by September 1, 2024, by checking the corresponding box for which the answer is Yes. Not checking a box will indicate the answer is No. Select all that apply.
	Preceding 5 Academic Years
12.	Indicate whether the list of required and recommended textbooks for the preceding five (5) academic years included all of the required components below by checking the corresponding box for which the answer is Yes. Not checking a box will indicate the answer is No. Select all that apply.
	Required Components

If your institution did not include all of the required components, please provide a brief explanation and identify activities to come into compliance.

Click or tap here to enter text.

13. Please provide the URL where the five-year textbooks and instructional materials list(s) is posted. https://www.cf.edu/about-cf/cf-at-a-glance/consumer-information/textbook-affordability/

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AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 2, 2024

SUBJECT: College of Central Florida – Marion County Cybersecurity Memorandum

of Understanding

INITIATOR: Dr. Jennifer Fryns

Vice President of Workforce Development and Innovation

DATE: September 18, 2024

OBJECTIVE AND PERTINENT FACTS:

The College has received funds allocated by the National Science Foundation – Cybersecurity grant in connection with our Cyber Expansion Program. Marion County has the leadership and staff necessary to implement the Project, effectively hire student interns, provide IT-related tasks and mentoring, and receive and distribute grans funds as provided.

The College requests to enter into a Memorandum of Understanding with Marion County to expand upon our current Information Technology (IT) programs and thereby advance Marion County's public purpose goal of enhancing community workforce capabilities and build a better, more accessible pathway to careers in cybersecurity and IT for students in Marion County.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the agreement with the Marion County and authorize the District Board of Trustees Chair to sign the agreement.

MEMORANDUM OF UNDERSTANDING

BETWEEN

DISTRICT BOARD OF TRUSTEES OF THE COLLEGE OF CENTRAL FLORIDA

AND

MARION COUNTY

This Memorandum of Understanding (hereinafter called "Agreement") is entered into between the **District Board of Trustees of the College of Central Florida**, a Florida College System institution, whose address is 3001 SW College Road, Ocala, FL 34474-4415, (hereinafter called the "RECIPIENT") and **Marion County**, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL 34471 (hereinafter called the "SUBRECIPIENT") (individually "Party," collectively "Parties").

RECITALS

WHEREAS, RECIPIENT has received funds allocated by the National Science Foundation – Cybersecurity grant in connection with RECIPIENT'S Cyber Expansion Program ("the Project"); and

WHEREAS, RECIPIENT has proposed a funding allocation to SUBRECIPIENT through RECIPIENT'S National Science Foundation – Cybersecurity grant, to underwrite the cost of one (1) IT student intern each semester during the Fall 2024 through Spring 2026 semesters (5 semesters total); and

WHEREAS, RECIPIENT agrees it will provide 120 hours of Cybersecurity grant funding at \$15 per hour, for each intern, during each semester, and will screen students for Project eligibility according to its grant guidelines and distribute grant funds to SUBRECIPIENT at the commencement of each semester; and

WHEREAS, SUBRECIPIENT has the leadership and staff necessary to implement the Project, effectively hire student interns, provide IT-related tasks and mentoring, and receive and distribute grant funds as provided herein; and

WHEREAS, SUBRECIPIENT has determined it is in the public interest of Marion County to assist RECIPIENT in the fulfillment of its National Science Foundation – Cybersecurity grant in order to expand upon the RECIPIENT'S current Information Technology (IT) programs and thereby advance SUBRECIPIENT'S public purpose goal of enhancing community workforce capabilities and building a better, more accessible pathway to careers in cybersecurity and IT for students in Marion County; and

WHEREAS, Section 1001.64, Florida Statutes, authorizes the board of trustees of a Florida College System institution to be the contracting agent of the institution and to contract in the name of the board of trustees; and

WHEREAS, it is necessary for RECIPIENT and SUBRECIPIENT to enter into this Agreement for the implementation of the Project; and; now therefore,

IN CONSIDERATION of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by both Parties, the Parties hereto do covenant and agree as follows:

1. RECITALS.

The recitals stated above are true, correct, and incorporated herein as material provisions of this Agreement.

2. TERM.

This Agreement shall be effective the date of the last signature below (the "Effective Date") and shall thereafter remain in effect until RECIPIENT'S Spring 2026 semester unless extended by the Parties or sooner terminated as provided herein.

3. AWARD; PROPORTIONATE USE; REPLENISHED.

A. The Grant.

RECIPIENT hereby authorizes a grant of Funds (the "Grant") to SUBRECIPIENT, subject to the terms and conditions provided in this Agreement, in the amount of **ONE THOUSAND EIGHT HUNDRED DOLLARS** (\$1,800.00) **PER INTERN PER SEMESTER, CONSTITUTING 120 HOURS OF FUNDING AT \$15 PER HOUR PER INTERN** to underwrite the cost of one (1) IT student intern each semester during the Fall 2024 through Spring 2026 semesters (5 semesters total) (the "Award Amount"), for funding to be disbursed and distributed by SUBRECIPIENT to hire student intern(s), provide IT-related tasks and mentoring, and receive and distribute grant funds in connection with the Project.

B. May Be Replenished.

The dollar amount of assistance hereby awarded to SUBRECIPIENT (the "Award Amount") may be replenished by providing SUBRECIPIENT with additional grant funding, by amending this Agreement depending upon replenishment of RECIPIENT'S National Science Foundation – Cybersecurity grant and the showing of the successful operation of SUBRECIPIENT's Project.

4. SCOPE OF WORK.

In association with the Grant award, SUBRECIPIENT shall exercise reasonable discretion, and in an efficient and expeditious manner, accept and distribute Grant funds in compliance with this Agreement to hire student intern(s), provide IT-related tasks and

mentoring, and receive and distribute grant funds in connection with the Project. Any other use of the Grant, or any portion thereof, without the written consent of RECIPIENT is prohibited.

5. GENERAL RESPONSIBILITIES OF SUBRECIPIENT:

- **5.1** SUBRECIPIENT acknowledges and agrees that the obligations, representations, certifications, and assurances of SUBRECIPIENT in this Grant Agreement are material terms of this Agreement and RECIPIENT affirmatively relies upon same as part of the consideration in entering into this Grant Award. Any breach of a term of this Agreement is a material breach by SUBRECIPIENT.
- **5.2** SUBRECIPIENT certifies and assures RECIPIENT that SUBRECIPIENT is knowledgeable of and shall comply with all applicable federal, state, and local laws and regulations in executing the Project and Scope of Work. SUBRECIPIENT agrees to furnish all materials, equipment, and services and shall obtain any and all governmental permits necessary to execute the Program/Scope of Work.
- 5.3 SUBRECIPIENT shall maintain continuous adequate liability insurance coverage during the existence of this Agreement and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Agreement, the SUBRECIPIENT accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the RECIPIENT and the persons to be served under this Agreement and Grant.
- **5.4** In the performance of this Agreement, SUBRECIPIENT shall be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of RECIPIENT, thereby making SUBRECIPIENT solely responsible for the means, methods, techniques, sequences, and procedures utilized by SUBRECIPIENT in the full performance of this Agreement.
- 5.5 SUBRECIPIENT shall keep and provide RECIPIENT with records of all transactions related to this Agreement and RECIPIENT shall have the right to review such records. The parties specifically agree that should RECIPIENT request to review such records, SUBRECIPIENT shall produce the records at SUBRECIPIENT's office located at 601 SE 25th Ave., Ocala, FL 34471, during normal business hours.

5.6 A. Inspection; Public Record.

All SUBRECIPIENT programmatic and financial documents that are part of or relate to the Grant Award are subject to RECIPIENT inspection and made public record.

B. Additional Information.

RECIPIENT reserves the right to request additional information if deemed necessary during the Term of this Agreement.

C. Repayment.

(1) SUBRECIPIENT may be required to repay all or a portion of Grant monies provided should an audit of SUBRECIPIENT records determine ineligibility of any expenditure or upon the occurrence of a default of this Agreement.

(2) The Parties expressly and specifically agree that all determinations arising from a RECIPIENT audit of SUBRECIPIENT'S records regarding the eligibility or ineligibility of an expenditure of the Grant funding shall be final and binding.

6. MUTUAL INDEMNIFICATION

- **6.1**. Notwithstanding anything to the contrary set forth in the Agreement, each Party agrees to indemnify, defend and hold harmless the other, its officers, board members, agents, representatives and employees from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and action of whatever kind or nature arising out of the Agreement, including attorney's fees and costs (and costs and fees on appeal as well as for litigating the issue of the amount of fees to be awarded), and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of the Agreement by such Party, its officers, board members, agents, representatives or employees. This Section shall not be construed in any way to alter SUBRECIPIENT's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2023) with respect to actions in tort or contract. Pursuant to Section 768.28, Florida Statutes, nothing in the agreement may require SUBRECIPIENT to indemnify or insure RECIPIENT for RECIPIENT's negligence.
- **6.2**. The parties shall fully indemnify, defend and hold harmless the other party from any suits, actions, damages, and costs, including attorney's fees, arising from or relating to infringements of trademarks, copyrights, patents, trade secrets or intellectual property rights.
- **6.3**. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.
- **6.4**. In no event shall SUBRECIPIENT be liable to RECIPIENT for any incidental, indirect, special, punitive or consequential damages even if SUBRECIPIENT knew or should have known about the possibility of such damages for any provision of this Agreement.
- **6.5**. THE LIABILITY AND IMMUNITY OF THE SUBRECIPIENT IS GOVERNED BY THE PROVISIONS OF \$768.28, FLORIDA STATUTES, AND, NOTHING IN THIS AGREEMENT IS INTENDED TO EXTEND THE LIABILITY OF SUBRECIPIENT OR TO WAIVE ANY IMMUNITY ENJOYED BY SUBRECIPIENT UNDER THAT STATUTE. ANY PROVISIONS OF THIS AGREEMENT DETERMINED TO BE CONTRARY TO F.S. \$768.28 OR TO CREATE ANY LIABILITY OR WAIVE ANY IMMUNITY EXCEPT AS SPECIFICALLY PROVIDED IN F.S. \$768.28 OR THIS AGREEMENT SHALL BE CONSIDERED VOID.

7. PUBLIC RECORDS COMPLIANCE.

A. RECIPIENT acknowledges that any material, including papers, photographs, films, and audio recordings, made or received by RECIPIENT in connection with SUBRECIPIENT's request for Project funding is a public record and subject to public inspection, unless there is a legislatively created exemption that makes it confidential and not subject to disclosure. Therefore, RECIPIENT acknowledges that it cannot dictate to SUBRECIPIENT what material is open to public inspection or the circumstances under which material is deemed

confidential.

- B. If, under this Agreement, SUBRECIPIENT is providing services and is acting on behalf of RECIPIENT as provided under Section 119.001(2), Florida Statutes, then, RECIPIENT shall comply with public records laws, specifically:
 - (1) Keep and maintain public records required by SUBRECIPIENT to perform the service:
 - (2) Upon request from SUBRECIPIENT's custodian of records, provide SUBRECIPIENT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following completion of this Agreement if RECIPIENT does not transfer the records to SUBRECIPIENT; and,
 - (4) Upon completion of this Agreement, transfer, at no cost, to SUBRECIPIENT, all public records in possession of RECIPIENT or keep and maintain public records required by SUBRECIPIENT to perform the service. If RECIPIENT transfers all public records to SUBRECIPIENT upon completion of this Agreement, RECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If RECIPIENT keeps and maintains public records upon completion of this Agreement, RECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SUBRECIPIENT upon request from SUBRECIPIENT's custodian of public records in a format that is compatible with the information technology systems of SUBRECIPIENT.
- C. If RECIPIENT fails to provide the public records to SUBRECIPIENT within a reasonable time or otherwise, RECIPIENT may be subject to penalties under Section 119.10, Florida Statutes and may be subject to unilateral cancellation of this Agreement by SUBRECIPIENT.
- D. IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SUBRECIPIENT'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations 601 SE 25th Ave. Ocala, FL 34471 Phone: 352-438-2300 Fax: 352-438-2309

Email: PublicRelations@MarionFL.org

- E. Pursuant to current State law, requests to inspect or copy public records relating to this Agreement for services must be made directly to SUBRECIPIENT. If RECIPIENT receives any such request, RECIPIENT shall instruct the requestor to contact SUBRECIPIENT. If SUBRECIPIENT does not possess the records requested, SUBRECIPIENT shall immediately notify RECIPIENT of such request, and RECIPIENT must provide the records to SUBRECIPIENT or otherwise allow the records to be inspected or copied within a reasonable time.
- F. RECIPIENT acknowledges that failure to provide the public records to SUBRECIPIENT within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. RECIPIENT further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from SUBRECIPIENT.
- G. RECIPIENT shall indemnify, defend, and hold SUBRECIPIENT harmless for and against any and all claims, damage awards, and causes of action arising from RECIPIENT's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by RECIPIENT's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third-party claims or awards for attorneys' fees and costs arising therefrom. RECIPIENT authorizes SUBRECIPIENT to seek declaratory, injunctive, or other appropriate relief against RECIPIENT from a Circuit Court in Marion County on an expedited basis to enforce the requirements of this Section.
- H. RECIPIENT acknowledges SUBRECIPIENT's obligations under Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes [commonly known as the Florida Government in the Sunshine Law (the "Sunshine Law")] and RECIPIENT acknowledges that SUBRECIPIENT is required to comply with Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes. RECIPIENT agrees to comply with and to assist SUBRECIPIENT in complying with the same as it relates to all aspects of this Agreement.
- I. RECIPIENT shall immediately notify SUBRECIPIENT if RECIPIENT receives a public records request related to this Agreement.
- J. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

8. EVENTS OF DEFAULT.

The following are events of default:

- A. Improper use of Grant funds whether found by RECIPIENT, an auditor, or another authority;
- B. SUBRECIPIENT's failure to perform in accordance with the terms of this Agreement;

- C. SUBRECIPIENT's failure to perform timely;
- D. Inability or unwillingness to comply with the conditions imposed upon the expenditure of Grant Funds;
- E. Materially incorrect or incomplete information or documentation in any Grant-related document; or
- F. Changes in law or the availability of Grant funds that render the assistance contemplated herein impossible or infeasible.

9. **TERMINATION.**

A. **RECIPIENT Termination.**

- (1) RECIPIENT may terminate this Agreement at any time with or without cause by written notice to SUBRECIPIENT in the manner specified for the giving of notices herein. Such notice shall include the contemporaneous electronic return of all unexpended Grant funds as well as SUBRECIPIENT's final report.
- (2) Upon such termination, any future funding contemplated herein would terminate.

B. **SUBRECIPIENT Termination for Cause.**

(1) **Right.**

SUBRECIPIENT shall have the right to terminate this Agreement upon the occurrence of any Event of Default or any other failure by RECIPIENT to perform according to this Agreement.

Notice. Manner.

SUBRECIPIENT's election to terminate this Agreement for default shall be communicated by providing RECIPIENT written notice of termination in the manner specified below.

C. **SUBRECIPIENT Termination for Convenience.**

SUBRECIPIENT reserves the right to terminate this Agreement in whole or in part at any time for the convenience of SUBRECIPIENT without penalty or recourse. Upon receipt of such notice, RECIPIENT shall immediately discontinue all further activity under this Agreement and affirmatively act to minimize damages.

D. Appropriated Funds.

The obligation of RECIPIENT for payment to SUBRECIPIENT is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

10. FORCE MAJEURE.

No Party shall be held in default of this Agreement for any delay or failure of such Party in performing its obligations pursuant to this Agreement if such delay or failure is caused by Force Majeure as set forth in Section "13."

11. SUBRECIPIENT'S REMEDIES UPON DEFAULT.

Upon default, SUBRECIPIENT may pursue any remedies available at law or equity, to include, without limitation, the following:

- A. Terminate this Agreement without further notice;
- B. Declare any or all funding provided under this Agreement due and payable to SUBRECIPIENT within seven (7) calendar days of the date of notice;
- C. In the event of any violation or threatened violation of any of the terms, covenants and conditions of this Agreement, SUBRECIPIENT shall have the right, but not the obligation to enjoin such violation or threatened violation in a court of competent jurisdiction in Marion County, Florida;
- D. SUBRECIPIENT shall be entitled to recover from RECIPIENT all damages, costs, and attorney's fees arising from RECIPIENT's default prior to termination; and
- E. The remedies above, including the right of injunction, shall be in addition to any and all other remedies under statute, at law, or in equity.

12. ACCOUNTABILITY AND OVERSIGHT.

A. Funds Use Limited to Agreement.

The use of any funds provided under this Agreement for a purpose other than those expressly stated herein is prohibited.

B. **SUBECIPIENT Compliance.**

In addition to the foregoing and the other terms and conditions provided in this Agreement, SUBRECIPIENT shall comply with the following requirements:

(1) Records and Accounting.

a. **Demonstrate Compliance.**

SUBRECIPIENT shall keep and maintain accurate and complete books and records of all Grant fund expenditures by SUBRECIPIENT to demonstrate the Grant funds were disbursed, distributed and used by SUBRECIPIENT in compliance with this Agreement. The records shall account for every Grant, expenditure, or other

distribution made of the Grant funds and shall include copies of associated documents to include without limitation receipts, invoices, and any other documents related to any necessary administrative cost incurred by SUBRECIPIENT in the performance of SUBRECIPIENT's services described in the Scope of Work.

b. Survive Expiration or Termination.

The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

13. FORCE MAJEURE.

If a Party is delayed in any performance pursuant to this Agreement for occurrence of an event of Force Majeure, the date for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days such Party is delayed. The Party seeking to be excused based on an event of Force Majeure shall give written notice of the delay indicating the anticipated duration. Each Party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other Party, except for the occurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

14. GOOD FAITH.

Each Party will act in good faith in the performance of its respective responsibilities under this Agreement and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other Party in order to perform its responsibilities under this Agreement.

15. NON-ASSIGNABILITY.

This Agreement shall not be assigned, transferred, or encumbered by RECIPIENT unless authorized by COUNTY in writing as a modification to this Agreement.

16. <u>SEVERABILITY.</u>

- A. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a Federal, State, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect unless RECIPIENT or SUBRECIPIENT elect to terminate this Agreement.
- B. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- C. Prior to terminating this Agreement, the Parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the Parties.

17. **NOTICE.**

Any notice required to be provided hereunder shall be in writing, directed to the Parties at the address stated in the opening paragraph, and shall be effective upon receipt or refusal to accept receipt. Notices may be delivered via hand, certified U. S. Mail, return receipt requested, or via nationally or locally recognized reliable delivery service.

a. Contact Information for the SUBRECIPIENT:

Marion County, Florida Mounir Bouyounes County Administrator 601 SE 25th Ave. Ocala, FL 34471 (352)438-2300

Mounir.bouyounes@marionfl.org

b. Contact Information for the RECIPIENT:

Bonnie Hays, Manager, Work Readiness, haysb@cf.edu 352-854-2322 ext. 1855

18. BINDING EFFECT.

This Agreement will be binding on and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns.

19. NO THIRD-PARTY BENEFICIARIES.

Nothing in this Agreement, express or implied, is intended to or will be construed to confer on any person, other than the Parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

20. AMENDMENTS.

This Agreement may only be amended by a written instrument executed by the Parties which specifically refers to this Agreement.

21. RELATIONSHIP OF THE PARTIES.

SUBRECIPIENT is an Independent Contractor in the performance of this Agreement. Nothing in this Agreement is intended nor shall be construed to create any form of partnership or joint venture relationship between or among the Parties, or to allow either to exercise control or direction over the other.

22. <u>APPLICABLE LAW/VENUE</u>.

The laws of the State of Florida shall govern any and all claims arising under this Agreement. Venue of any action arising hereunder shall lie only in the courts of the Fifth Judicial Circuit,

located in Marion County, Florida, or in the United States District Court, Middle District of Florida, Ocala, Florida Division.

23. EXPENSES; ATTORNEYS' FEES.

Except as otherwise expressly provided in this Agreement, each Party to this Agreement will bear the Party's own expenses in connection with the preparation, execution, and performance of this Agreement. Each Party shall be responsible for its own legal and attorneys' fees, costs, and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

24. WAIVER OF JURY TRIAL.

By entering into this Agreement, RECIPIENT and SUBRECIPIENT hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the Parties of this Agreement

25. <u>INTERPRETATION</u>.

Neither of the Parties shall be considered the drafter of this Agreement for purposes of its interpretation.

26. NO WAIVER.

The rights of RECIPIENT and of SUBRECIPIENT herein shall be cumulative, and failure on the part of RECIPIENT or SUBRECIPIENT, as applicable, to exercise promptly any rights given herein shall not operate to forfeit any of the said rights nor constitute a waiver thereof as to any future occasion.

27. ENTIRE AGREEMENT. SEVERABILITY.

This Agreement (including its exhibits) constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior understandings and agreements, whether oral or written, among the Parties with respect to such subject matter. No representations, inducements, promises or agreements, oral or otherwise, between the Parties, not embodied herein shall be of any force and effect.

Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.

28. <u>LEGAL AUTHORIZATION</u>.

SUBRECIPIENT certifies that it has the legal authority to receive the funds contemplated by this Agreement. RECIPIENT also certifies that the undersigned person has the authority to legally execute and bind RECIPIENT to the terms of this Agreement.

[This portion of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers on the date of the last signature below.

ATTEST:	DISTRICT BOARD OF TRUSTEES OF THE COLLEGE OF CENTRAL FLORIDA		
James D. Henningsen, Ed. D. Date President	Robert Durrance, Chair Date		
Robert W. Batsel, Jr., General Counsel			
ATTEST:	MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA		
Gregory C. Harrell, Clerk Date	Michelle Stone, Chairman Date		
FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY			
Matthew Minter, Marion County Attorney	<i>y</i>		

9

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 2, 2024

SUBJECT: City of Ocala - Memorandum of Understanding

INITIATOR: Dr. Jennifer Fryns

Vice President of Workforce Development and Innovation

DATE: September 18, 2024

OBJECTIVE AND PERTINENT FACTS:

The College requests to enter into a Memorandum of Understanding with the City of Ocala for the purpose of establishing a partnership to promote educational opportunities, professional development, and workforce readiness through shared resources and cooperative initiatives.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the agreement with the City of Ocala and authorize the President to sign the agreement.

MEMORANDUM OF UNDERSTANDING

BETWEEN

City of Ocala 110 SE Watula Avenue, Ocala, FL 34471 (Hereinafter referred to as "the City")

AND

College of Central Florida 3001 SW College Rd, Ocala, FL 34474 (Hereinafter referred to as "CF")

I. PURPOSE

This Memorandum of Understanding (MOU) establishes a collaborative relationship between the City of Ocala and the College of Central Florida. The purpose of this partnership is to promote educational opportunities, professional development, and workforce readiness through shared resources and cooperative initiatives.

II. RESPONSIBILITIES OF THE PARTIES

A. Responsibilities of the City of Ocala:

- 1. Information Sharing: The City agrees to allow CF to share information about its educational programs with City employees whenever possible. This may include, but is not limited to, distributing program brochures, making announcements, and organizing information sessions at City facilities.
- 2. Internship and Co-op Programs: The City agrees to participate in CF's internship and co-op student work-based learning program when appropriate and feasible. This participation may involve offering internship placements, mentorship, or on-the-job training for CF students.
- 3. Collaboration on Educational Programs: The City agrees to collaborate with CF to develop new degree or continuing education programs that meet the professional development needs of City employees, subject to available opportunities and resources. This collaboration may include providing input on curriculum development, identifying specific skill gaps, and assisting in program implementation.

B. Responsibilities of the College of Central Florida:

- 1. Information Sessions: CF agrees to arrange and conduct information sessions for City employees on CF's educational programs upon request. These sessions will aim to inform City employees about available degree programs, continuing education courses, and other learning opportunities. When applications are submitted by prospective students during information sessions, the standard application fee may be waived for City employees.
- 2. Placement of Student Interns: CF agrees to provide preferred placement of student interns to the City when possible, ensuring that students meet the necessary qualifications and can contribute meaningfully to the City's operations. CF will work with the City to identify suitable internship placements and support students throughout the duration of their internships.
- 3. General Collaboration: CF agrees to collaborate with the City to help City employees obtain additional skills through educational programs, professional development courses, and other learning initiatives. CF, including CF Corporate College, will work to identify educational opportunities that align with the City's workforce development goals.

III. TERM AND TERMINATION

This MOU shall be effective upon the date of the last signature below and will remain in effect for a period of three (3) years. Either party may terminate this MOU upon thirty (30) days' written notice to the other party.

IV. AMENDMENTS

This MOU may be amended or modified only by a written agreement signed by both parties.

V. NO LEGAL OBLIGATION

This MOU is intended to express the intent of the parties to work together in a mutually beneficial manner. It does not create any legally binding obligations on the part of either party.

VI. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of Florida.

VII. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the last date written below.

ast date written below.
City of Ocala
Зу:
Name:
itle:

Date:
College of Central Florida
By:
Name: Dr. James Henningsen Title: President
Date: 9/5/24

This MOU should be reviewed by legal counsel from both parties to ensure it aligns with their respective policies and legal requirements.

10

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 2, 2024

SUBJECT: Naming of Building 17 – Ocala Campus

INITIATOR: Charles A. Prince

Vice President of Administration & Finance

DATE: September 18, 2024

OBJECTIVE AND PERTINENT FACTS:

In recognition of major and continuing support of Health Sciences education at the College of Central Florida, a recommendation has been made to name Building 17 the "AdventHealth Center for Nursing".

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the "naming recommendation."

11

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 2, 2024

SUBJECT: Construction Change Order Resolution

INITIATOR: Charles A. Prince

Vice President of Administration & Finance

DATE: September 18, 2024

OBJECTIVE AND PERTINENT FACTS:

In order to decrease delays in construction project completion, it has been requested that the President or the President's designee be granted signature authority to approve additive change orders for projects which have previously been approved by the Board. Approval authority on change orders will be limited to the cumulative amount of change orders not to exceed 10% of the approved amount of the overall project. All change orders approved by the President or the President's designee which meet this criteria will be presented to the District Board of Trustees for ratification at the next available Board meeting. Any change order, individually or cumulatively, that exceeds 10% of the total project amount will be brought to the District Board of Trustees for approval. Any deductive change orders will be brought to the Board at the end of the project.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the adjustment to the language in the Construction Manager Contract Administration procedure.

12

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 2, 2024

SUBJECT: Allied Health Sciences Remodel Project Change Orders

INITIATOR: Charles A. Prince

Vice President of Administration & Finance

DATE: September 18, 2024

OBJECTIVE AND PERTINENT FACTS:

At the June 27, 2018 board meeting, the Board approved the Health Science Technology Education Center construction project.

Approval is requested for Building 6 Allied Health Sciences Ausley Construction Change Orders #1-6 for a net tax savings from Owner Direct Purchases in the amount of \$38,169 in savings.

Approval is requested for Building 6 Allied Health Sciences Ausley Construction Change Order #7 for unused funds returned to owner in the amount of \$329,075.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approves Change Orders for Ausley Construction Change Orders #1-7 and authorize the Board Chair to sign.



PLANT OPERATIONS DEPARTMENT

MEMORANDUM

To: Chuck Prince, Vice President Administration and Finance

Date: September 12, 2024

From: Katie Hunt, Director of Facilities and Plant Operations

Re: Building 6 – Allied Health Sciences Remodel Project Change Orders – Ausley Construction

For your review and District Board of Trustees Approval:

Project – Allied Health Sciences – Ausley Construction:

Original Contract amount is \$4,917,541

Total Tax Savings from Owner Direct Purchase is \$38,169

Total Contract amount reduced to \$3,933,858 (a reduction of \$983,682)

- Change Order #1 (Fixtures, Switchgear, Drywall) Owner Direct Purchase for tax savings.
 Deduct from the contract \$339,301
 Tax Savings \$19,347
- Change order #2 (Air Distribution, Acoustical Ceilings, Plumbing Materials) Owner Direct Purchase for tax savings.

Deduct from the contract - \$109,649

- Tax Savings \$6,348
- Change Order #3 (Flooring, Paint, Door Materials) Owner Direct Purchase for tax savings.
 Deduct from the contract \$165,360
 Tax Savings \$9,499
- Change Order #4 (Fire Sprinkler, Storefront) Owner Direct Purchase for tax savings.
 Deduct from the contract \$2,974
 Tax Savings \$2,974
- Change Order #5 (Specialty Materials) Owner Direct Purchase for tax savings.
 Deduct from the contract \$44,350
 No Tax Savings (non-taxable item)

	Add to the contract - \$7,029
•	Change Order #7 (Return Funds) Return unused project funds to Owner Deduct from the contract - \$329,075
	Durrance, Chair Board of Trustees
 Date	

• Change Order #6 (ODP Fund Returns) Return unused ODP funds to contractor

Cc: Pat Wender, Assistant to the Project Manager Tony Denis, Director of Purchasing

13

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 2, 2024

SUBJECT: Spending Plan for Fund Balance

INITIATOR: Charles A. Prince

Vice President of Administration & Finance

DATE: September 18, 2024

OBJECTIVE AND PERTINENT FACTS:

In accordance with Florida Statute Section 1013.841 (2)(b) the College's Carryforward Spending Plan period ending June 30, 2024 will be provided for the Board's approval. Copies will be submitted to the State as required. The Carryforward Spending Plan is attached.

RECOMMENDATION/ACTION REQUESTED:

Requesting that the District Board of Trustees approve the Carryforward Spending Plan as presented and authorize the Board Chair to sign.

College of Central Florida 2024-25 Florida College System Carryforward Spending Plan Pursuant to 1013.841, Florida Statutes July 1, 2024

				ı	Project Timelin	е	
Line Item #		Specific Expenditure/Project Title	Carryforward Amount Budgeted for Expenditure During FY 2024-25	Total # Years of Expenditure per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	Comments/Explanations
1.	(e) Operating expenditures	ERP system and implementation	6,772,494	7	1	29-30	Started implementation in 23-24
2.	(e) Operating expenditures	Unfunded increase in State Group Health Insurance	2,500,000	1	0	25-26	Increased costs of employer contributions to SGHI
3.	<i>y</i>	Reserve requred for state declared emergencies that may require fiscal stabilization Various renovation and remodeling projects in various states of completion	6,033,850	N/A	N/A		An appropriate fund balance is critical to protect the college against unforseen events or emergencies. Best practice financial models presented by the Government Finance Officers Association (GFOA) suggest that an appropriate fund balance should be no less than 2 months (60 days) of operating expenditures. CF minimum required fund balance would only allow for 25 days of operating expenditures.
4.	(b) Completion of renovation, repair or maintenance project	completion	5,000,000	3	1	26-27	Currently funded with local and CIF funds.
5.	(c) Completion of remodeling project	Various remodeling projects in various states of completion	2,083,527	3	1	26-27	Currently funded with local and CIF funds.

	Total as of July 1, 2024: *	\$	22,389,871	
				1
	Amount Requiring Spending Plan	\$	22,389,871	
Dahart Durana Chair		=		Data
Robert Durrance, Chair				Date
District Board of Trustees				

14

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 2, 2024

SUBJECT: Monthly Financial Summary Report – August

INITIATOR: Charles A. Prince

Vice President of Administration & Finance

DATE: September 18, 2024

OBJECTIVE AND PERTINENT FACTS:

Each month the Board is provided with Monthly Financial Summary Reports for all funds and additional information of general college operations (Fund 1) indicating major fiscal matters, including trends, revenue, and expense analysis. The Monthly Financial Summary Reports are attached.

RECOMMENDATION/ACTION REQUESTED:

That the Board acknowledges the receipt of the Monthly Financial Summary Report and requests the report be filed with the Board meeting records.

August 2024 Financial Summary Variance Notes FY 2023-24 TO FY 2024-25

Revenues

Line 1:	Increase in	student fees	compared to th	is period last v	vear.
Line 1.	Increase in	braacii iccs	compared to th	no periou iust	, car.

- Line 2: State Appropriations decreased compared to this period last year.
- Line 3: Increase in other revenue and from interest received compared to prior year.

Expenses

- Line 6: Increase in salary and wages compared to this period last year.
- Line 7: Increase in employee benefits compared to this period last year.
- Line 9: Decrease of technology repair/maintenance annual contracts paid and insurance compared to this period last year.
- Line 10: Decrease in educational materials and data software compared to this period last year.
- Line 11: Decrease in Scholarships and Other Expenses compared to this period last year.
- Line 13: Decrease in Capital Outlay expenses compared to this period last year.

COLLEGE OF CENTRAL FLORIDA GENERAL COLLEGE OPERATIONS FUND 1 MONTHLY FINANCIAL SUMMARY AS OF AUGUST 31, 2024 FOR FISCAL YEARS 2024 AND 2025

Reflecting Actual Results for 17% of the Fiscal Year

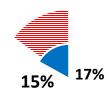
			24/25	23/24		24/25	23/24
	FY 2023-24	FY 2024-25	%	%	FY 2024-25	% of Budget	% of Budget
-	8/31/2023	8/31/2024	Inc (Dec)	Inc (Dec)	Budget	Recognized	Recognized
<u>REVENUES</u>							
1 Student Fees	5,033,902	5,491,333	9%	3%	13,599,795	40%	40%
2 State Support	6,186,665	6,163,557	0%	10%	42,744,885	14%	14%
3 Other Revenue	693,791	810,888	17%	-91%	2,674,179	30%	30%
4 Transfer from Fund Balance	0	0	0%	0%	1,200,000	0%	0%
5 TOTAL REVENUE	11,914,358	12,465,778	5%	-34%	60,218,859	21%	20%
<u>EXPENSES</u>							
Personnel Expense							
6 Salary and Wages	3,602,353	3,960,045	10%	1%	30,963,736	13%	12%
7 Employee Benefits	1,146,178	1,193,142	4%	15%	9,920,801	12%	11%
8 Subtotal Personnel Expense	4,748,531	5,153,187	9%	4%	40,884,537	13%	12%
Current Expenses							
9 Operating	2,248,385	2,158,371	-4%	21%	12,586,756	17%	31%
10 Supply & Material	707,542	624,668	-12%	-28%	1,834,176	34%	11%
11 Scholarships & Other Exp	712,912	513,804	-28%	-80%	3,058,184	17%	23%
12 Subtotal Current Expense	3,668,839	3,296,843	-10%	-36%	17,479,116	19%	28%
13 Capital Outlay Expense	720,363	293,063	-59%	-25%	1,855,206	16%	7%
14 TOTAL EXPENSES	9,137,733	8,743,093	-4%	-19%	60,218,859	15%	16%
15 Incr/Decr to Fund Balance	2,776,625	3,722,685	34%	-59%	0		

COLLEGE OF CENTRAL FLORIDA SCHEDULE OF ACCOUNTS Income Statement As of August 31, 2024

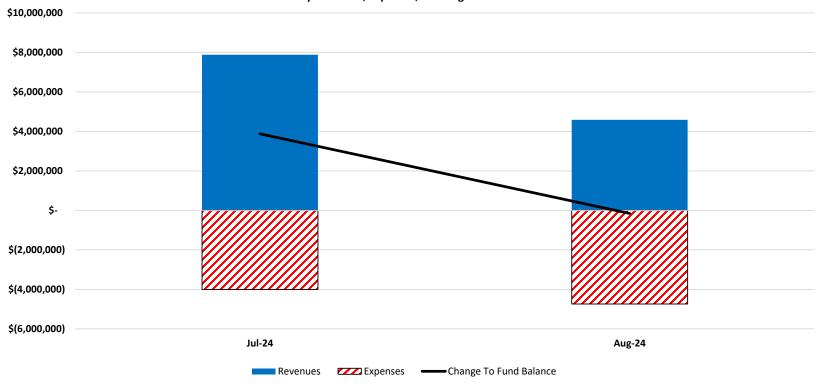
	CURRENT FUND	CURRENT FUND	ALIVILLADV	LOAN AND	CCLIOLARCIUR	LINEVOENDED	
	CURRENT FUND	CURRENT FUND	AUXILIARY	LOAN AND	SCHOLARSHIP	UNEXPENDED	
	UNRESTRICTED	RESTRICTED	CURRENT	ENDOWMENTS	RESTRICTED	PLANT	TOTAL
	Fund 1	Fund 2	Fund 3	Fund 4	Fund 5	Fund 7	
Revenue:							
Student Fees	5,491,333	402,072	-	-	232,473	711,473	6,837,351
State Support	6,163,557	5,331	-	-	-	59,710	6,228,598
Federal Support	(250)	-	-	-	3,847,454	-	3,847,204
Gifts, Grants	-	4,550,673	-	-		-	4,550,673
Sales and Service Department	116,796	41,968	57,432	-	-	-	216,196
Interest Earnings	448,240	-	-	-	-	-	448,240
Other Revenue	19,182	664,342	-		-	-	683,524
Non-Revenue Receipts (transfers)	226,920	40,418	-	-	-	-	267,338
Total Revenue	12,465,778	5,704,804	57,432	-	4,079,927	771,183	23,079,124
Expenses:							
Personnel Services	5,153,187	659,680	30,001	-	-	20,216	5,863,084
Current Expense	3,296,843	341,055	252,553	-	1,767,509	126,594	5,784,554
Capital Outlay	293,063	3,082	-	-	-	1,481,448	1,777,593
Total Expenses	8,743,093	1,003,817	282,554	-	1,767,509	1,628,258	13,425,231
Net Change in Fund Balance	3,722,685	4,700,987	(225,122)	-	2,312,418	(857,075)	9,653,893

Revenues
% of Budget vs % of Fiscal Year

Expenses
% of Budget vs % of Fiscal Year



FY 2024-2025
Fund 1 - Monthly Revenues, Expenses, & Change to Fund Balance



15

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 2, 2024

SUBJECT: Annual Financial Report (AFR)

INITIATOR: Charles A. Prince

Vice President of Administration & Finance

DATE: September 18, 2024

OBJECTIVE AND PERTINENT FACTS:

The College's Annual Financial Report (AFR) for the period ending June 30, 2024 will be provided for the Board's review. Copies have been submitted to the Division of Florida Colleges as required by State Board of Education Rule. The Executive Summary is attached. The AFR will be available at the Board meeting.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees acknowledges receipt of the AFR for the period ending June 30, 2024.

Executive Summary of 6/30/2024 Annual Financial Report

College of Central Florida Condensed Statement of Net Position (Unaudited) At Fiscal Years End (in thousands)									
6/30/2024 6/30/2023 Incr/(Decr)									
Total Assets	\$	205,734	\$ 1	168,026	\$	37,708			
Deferred Outflows of Resources	\$	8,264	\$	7,776	\$	488			
Total Liabilities	\$	54,825	\$	42,076	\$	12,749			
Deferred Inflows of Resources	\$	2,560	\$	2,729	\$	(169)			
Net Position									
Net Investment in Capital Assets	\$	98,009	\$	88,574	\$	9,435			
Restricted		53,097		36,349		16,748			
Unrestricted		5,506		6,074		(568)			
Total Net Position	\$	156,612	\$ 1	130,997	\$	25,615			
Change in Net Position	\$	25,615		19.6%					

(Please refer to pages 3-4 of the MD&A for summary discussion)

College of Central Florida Condensed Statement of Revenues, Expenses, and Changes in Net Position (Unaudited) For Fiscal Years End (in thousands)							
	6/30/2023 6/30/2022 Incr/(Decr)						
Operating Revenues Less, Operating Expenses	\$ 14,487	\$ 19,133	\$ (4,646)				
		76,060	3,100				
Operating Income (Loss) Net Nonoperating Revenues	\$ (64,673)	\$ (56,927)	\$ (7,746)				
	64,444	65,283	(839)				
Income (Loss) Before Other Revenues, Expenses, Gains, or Losses Other Revenues, Expenses, Gains, or Losses	\$ (229)	\$ 8,356	\$ (8,585)				
	25,844	25,177	667				
Net Increase (Decrease) in Net Position	\$ 25,615	\$ 33,533	\$ (7,918)				
Net Position, Beginning of Year, as Restated	130,997	97,464	33,533				
Net Position, End of Year	\$ 156,612	\$ 130,997	\$ 25,615				

(Please refer to pages 5-8 of the MD&A for summary discussion)

Executive Summary of 6/30/2024 Annual Financial Report

College of Central Florida Condensed Statement of Cash Flows (Unaudited) For Fiscal Years End (in thousands) 6/30/2023 6/30/2022 Incr/(Decr) Cash Provided (Used) by: \$ \$ **Operating Activities** (46,490) 13,349 (59,839) **Noncapital Financing Activities** 62,659 65,147 (2,488)Capital and Related Financing Activities (1,758)189 (1,947)**Investing Activities** 2,155 966 1,189 Net Incr (Decr) in Cash and Cash Equivalents \$ \$ 16,566 10,103 6,463 Cash and Cash Equivalents, Beginning of Year 6,463 36,731 30,268 Cash and Cash Equivalents, End of Year \$ 53,297 \$ 36,731 16,566

(Please refer to pages 8-9 of the MD&A for summary discussion)

16

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 2, 2024

SUBJECT: Hampton Center Update

INITIATOR: Dr. Rod McGinnes

Associate Dean, Health Sciences

DATE: September 18, 2024

OBJECTIVE AND PERTINENT FACTS:

Rod McGinnes will provide a Hampton Center update.

RECOMMENDATION/ACTION REQUESTED:

For the Board's information only – No action needed.